



**Request for Proposals (RFP) for San Miguel County
Floor Replacement for Courthouse and Miramonte Building
305 & 333 W Colorado Ave Telluride, CO 81435**

Request for proposal issued: 5/7/26

Responses due: 6/5/26

**333 W. Colorado Avenue
P.O. Box 1170
Telluride, CO 81435**

1. Request for Proposal

Through this Request for Proposal (RFP) opportunity, San Miguel County wishes to select an experienced and insured flooring contractor to improve the interior appearance of two of the County buildings located in Telluride, CO. For more information on our organization, please visit our website at www.sanmiguelcountyco.gov.

2. Background

San Miguel County owns two public buildings in Telluride known as the historic County Courthouse and the Miramonte Building. The County Courthouse, built in 1887, is a two-story historic building that contains County employee offices, public services (i.e. Clerk and Recorder, Treasurer, and Elections), and the San Miguel Combined Courts. The 1st and 2nd floor have a combination of tile and carpet that are in need of replacement. The Miramonte Building is a three-story building that contains commercial spaces on the 1st floor, while the 2nd and 3rd floor contain County employee offices and public services (i.e. Public Health and Human Services). The 2nd and 3rd floors have a combination of tile and carpet that are in need of replacement.

San Miguel County is seeking bids from qualified professionals for the removal of existing flooring (a combination primarily of carpet and vinyl tiles) and the installation of new commercial-grade carpet and luxury vinyl plank or tile flooring in these two neighboring buildings.

Total project area is approximately shown as follows:

1. Miramonte Building 2nd Floor: 900 SF new carpet and 2,500 SF new vinyl tiles or planks.
2. Miramonte Building 3rd Floor: 2,900 SF new carpet and 3,400 SF new vinyl tiles or planks.
3. Courthouse 1st Floor: 4,500 SF new carpet and 30 SF new vinyl tiles or planks.
4. Courthouse 2nd Floor: 2,900 SF new carpet and 500 SF new vinyl tiles or planks.

Work may be performed during normal business hours with advanced scheduling that is carefully coordinated with County employees to ensure minimal business disruption. Work will be completed in phases to minimize staff displacement for prolonged periods of time.

3. Scope of Work and Deliverables

1. Mandatory pre bid site visit for this project. (See Inquiries below)
2. Contractor shall provide all materials, labor, tools, and related services for the project. We are seeking a contractor that will complete both the Miramonte and the Courthouse.
3. Contractor will assist designated SMC staff with the selection of flooring products, including the provision of sample flooring. A minimum of one sample piece of the flooring products offered by the contractor must be supplied with the proposal submission. a. Desired Product Specifications:

- a. Miramonte Building

- i. Modular carpet tiles for 2nd and 3rd Floor closed office spaces. Approximately 3,800 SF. Measurements to be confirmed by contractor.

1. Commercial grade quality.
 2. Scratch resistant and waterproof.
 3. Underlayment that improves noise reduction and moisture protection.

Formatted: Font: (Default) Times New Roman

- ii. LVT, LVP, or VCT flooring for 2nd and 3rd Floor hallways, plumbed areas, and open areas. Approximately 5,900 SF. Measurements to be confirmed by contractor.

1. Commercial grade quality.
 2. Scratch resistant and waterproof.
 3. 7mm minimum thickness with a 20 mil or higher wear layer.
 4. Underlayment that improves noise reduction and moisture protection.

Formatted: Font: (Default) Times New Roman

- iii. Removal of the carpet under the stairs on the second-floor landing. Removal of the carpet at the top of the third-floor landing.

- b. County Courthouse

Formatted: Font: (Default) Times New Roman, Font color: Auto

4. The project space contains cubicles and office furniture that must either be moved out of the way, or temporarily lifted, to perform floor installation. Any temporarily moved items must be returned to their original position upon project completion. County staff will ensure small items are secured and out of the way before the project begins. Respondents should specify in their proposal how they plan to install flooring where cubicles currently sit and include pricing for moving furniture as needed. If the respondent proposes to outsource this portion of the work, such must be expressly stated in the submitted proposal.
5. Contractor shall prepare existing floors to receive new flooring, including removing all debris and filling/leveling any large cracks, holes, or unevenness to ensure proper installation on a clean and level subfloor surface, and in compliance with manufacturer's recommendations and warranty terms.
6. Contractor shall comply with the manufacturer's instructions and recommendations for all flooring products and installation materials, including pulling planks from various boxes to ensure aesthetically pleasing color variation and professional appearance.
7. Cutting shall be done in accordance with the manufacturer's recommendations, using the tools designed for the flooring being installed.
8. Contractor shall procure and install new 4-inch vinyl wall base throughout the identified project area. In some areas of the historic Courthouse, the Contractor must use care to remove and reuse the existing wood trim along the base of walls.
9. Contractor shall reuse or, if damaged, procure and install new thresholds at doorways and transitions from carpet to hard flooring.
10. Contractor shall remove and haul away old flooring and any debris, and return the area to move to a ready level of cleanliness upon completion of the job. Any trash receptacles needed must be provided by the contractor. The Miramonte and Courthouse dumpsters shall not be used for this purpose.
11. Contractor shall use care in protecting the building, equipment, and furnishings when performing the work. Contractor shall repair or be responsible for the cost to repair damage incurred in the process of performing the required services.
12. Contractor shall be responsible for providing barricades, flag tape, and any other safety equipment required to protect the public and employees in the work area. Contractor shall be responsible for the security of his or her equipment and materials.
13. Contractor shall work with County staff to determine and implement a phased schedule of flooring installation as to not displace County staff for prolonged periods of time. Any amount of work that can be done nights and weekends is preferred.

Formatted: Font: (Default) Times New Roman

4. Milestone Proposed Dates

- RFP Issued 5/7/26
- Proposal Due 6/5/26 5:00PM Mountain Time

- Mandatory pre bid site visit upon request
- Notification of Selection (Tentative) 6/12/26
- Contract (Tentative) 6/16/26
- Project Kickoff (TBD)
- Project completion 9/30/26

All dates are subject to change at the discretion of the County.

5. Inquiries

Inquiries or questions on the contents and requirements of the RFP will be accepted in written electronic form only. Inquiries and scheduling of the mandatory pre bid site visit can be emailed to the attention of: Greg Pollio to Gregp@sanmiguelcountyco.gov using the subject line “Courthouse and Miramonte Flooring Project” or by phone at (970)-729-9451.

Substantive requests for information received may be responded to in writing by the County in the form of an addendum to this RFP and sent to all recipients of the RFP.

6. Proposal Requirements

“Proposals must include clear descriptions of the contractor’s capabilities to perform the requirements of the RFP, including the following:

1. **Transmittal Letter.** This short letter should outline the Contractor’s ability to provide the scope of services requested. Please describe the company, including: name, address, number of years in business, and primary contact. This letter must be signed by an officer who is authorized to bind the Contractor and state that the proposal is binding for 90 days from the submission deadline for proposals.
2. **Staff Experience.** Include a brief description of each key staff member assigned to a typical project. Identify any sub-contractors proposed to serve on the project as well.
3. **Sample Projects.** Include up to three (3) sample projects, including tasks and deliverables provided to the owner that are similar to what the County seeks. Include a brief description of the project, owner contact information, and project cost.
4. **Exceptions.** Please include a statement regarding exceptions. If no exceptions are included, the County expects the Contractor will be able to sign the County’s contract and provide the required insurance and indemnification.
5. **Fee Estimate.** Please submit a fee estimate for the total project cost for requested Scope of Work and Deliverables, including each of the tasks outlined in the scope of work and the total number of hours expected. Also, provide a menu of pricing for scenarios and strategies.
6. **Signatory Requirements.** The Transmittal Letter must be signed by the contractor’s representative who is empowered with signatory authority for the company. The form may be accompanied by a Corporate Resolution.”

8. Proposal Submission

The proposals must be submitted by 6/5/26 5:00PM Mountain Time. Late proposals will not be accepted. It is the Contractor's responsibility to see that the Proposal is received at the proper time. The County is not responsible for delayed deliveries due to connectivity problems. The time the proposal is logged as received in the County's email system shall determine the official time received. Please submit an electronic copy of the proposal to the attention of: Greg Pollio to Gregp@sanmiguelcountyco.gov with subject heading "County and Miramonte Flooring Project."

9. Agreement for Services

The contractor shall review and execute the Independent Contractor Agreement contract prior to beginning work. Upon award, this contract will define the project, the term and services to be performed. This is a legal-binding document between the contractor and San Miguel County. A draft Independent Contractor Agreement is attached for your review.

10. Selection Procedure and Evaluation Criteria

"The County will have a Selection Committee for the evaluation and ranking of proposals. The County may conduct interviews if determined necessary after review of the proposals. The top three (3) ranked companies based upon the proposals (and interviews if held) will be given the opportunity to execute a professional services agreement with the County. If an agreement regarding scope and fee is not reached within a reasonable period, the County may pursue negotiations with the next-ranked firm or reissue the RFP altogether. The Proposals will be evaluated and rated based on the factors listed below."

11. Evaluation Criteria and Max Points

1. Company qualifications and capacity **20 points**
2. Qualification and experience of key personnel **20 points**
3. Availability of the contractor to complete the project on time or before the deadline **20 points**
4. Cost, approach and scheduling of the tasks required **30 points**"

12. Bidding Documents

RFP packages may be obtained by accessing the details on the San Miguel County website <https://www.sanmiguelcountyco.gov/Bids.aspx> or contacting Greg Pollio at the Fleet and Facilities Department.

13. San Miguel County Contact Information

Please contact for any questions:
Greg Pollio, Manager, Fleet and Facilities
San Miguel County

333 West Colorado Avenue, 3rd Floor
Telluride, CO 81435
Office phone: 970-369-5424
Gregg@sanmiguelcountyco.gov

14. Attachments

- Photos
- Sample ICA

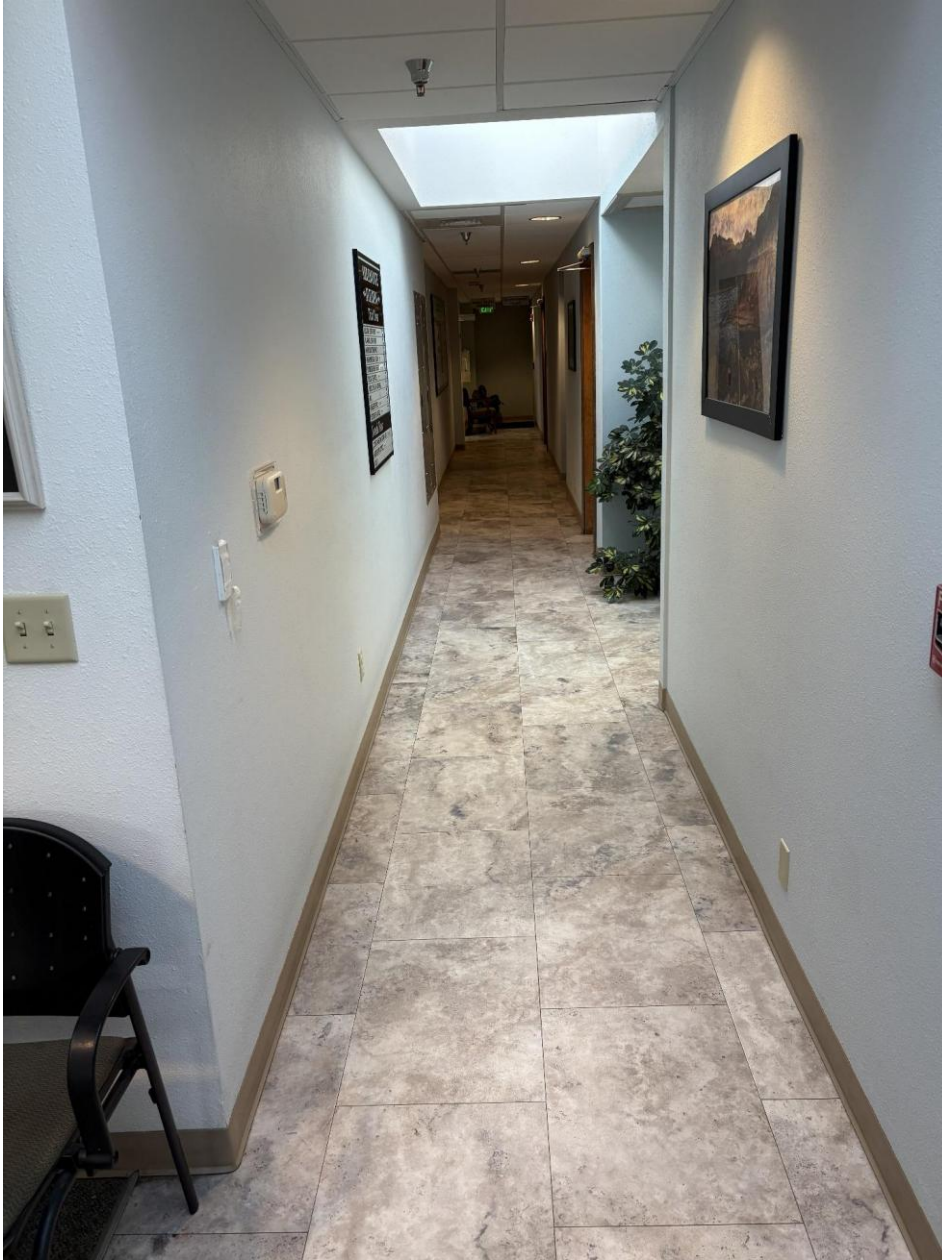
1. Miramonte 2nd Floor Hallway tile replacement.



2. Miramonte 2nd Floor carpet replacement with typical office furniture.



3. Miramonte 3rd Floor tile replacement in hallways.



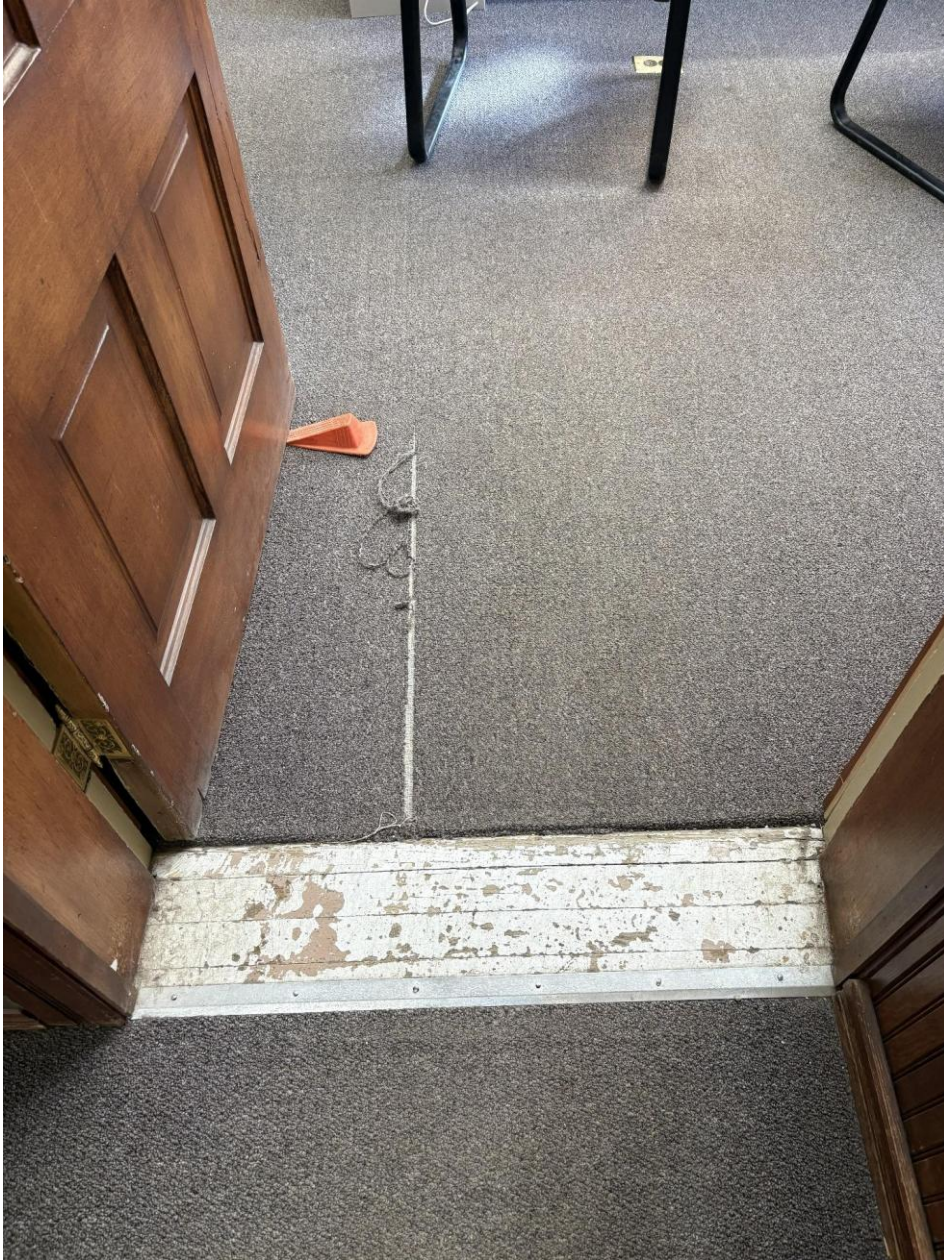
4. Miramonte 3rd Floor carpet replacement with cubicles and typical office furniture.



5. Miramonte 3rd Floor tile replacement in janitor's closet.



6. Courthouse 1st Floor carpet replacement and doorway thresholds.



7. Courthouse 1st Floor carpet replacement and stairs including the typical color scheme.



8. Courthouse 2nd Floor vinyl replacement.



Agreement for Services

Independent Contractor

Project:

Contractor Name:

Location:

San Miguel County (the “County”) wishes to engage the services of an independent contractor. The undersigned contractor (“Contractor”) has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. Contractor has read and agrees to the terms and conditions stated herein.

Be it Agreed as Follows:

1. Contract Documents:

The “Contract Documents” shall consist of the following: **(add or subtract documents as needed)**

- a) this Agreement;
- b) the Bid/RFP Package as **Exhibit A**;
- c) Contractor’s Proposal as **Exhibit B**;
- d) Certificate of Insurance and Endorsement as **Exhibit C**; and
- e) Contractor’s W-9 as **Exhibit D**; and
- f) Copy of Professional License/Certification as **Exhibit E** (if applicable).

2. Description of Services:

Contractor warrants that it is fully qualified to perform the below described Services and shall perform the Services following generally recognized professional practices and standards of Contractor’s profession, to the reasonable satisfaction of the County, and in strict accordance with the provisions of the Contract Documents. Contractor shall furnish all of the materials and perform all of the work described in Exhibit “A”, and the Proposal by Contractor, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference.

The Contractor will fully comply with applicable regulations of the Colorado Department of Public Health and Environment, the Occupational Safety and Health Administration (OSHA), and shall do everything required by this Agreement according to the plans, drawings and specifications provided in Exhibit “A” and Exhibit “B”. Change orders must be approved by San Miguel County before commencement of work.

3. Compensation:

San Miguel County agrees to pay .

Invoices must be submitted to and approved by the County Representative designated in the “Authorized Representative” paragraph herein and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office before the 1st day of the month

will be paid on the tenth day of the month; invoices received in the Finance Office on the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

Contractor represents and warrants that the prices, charges, or fees outlined in this Agreement (on the whole) are at least as favorable as the prices, charges, or fees Contractor charges (on the whole) to other of its customers/clients for the same or substantially similar services provided under the same or similar circumstances, terms, and conditions. If Contractor agrees or contracts with other customers/clients similarly situated during the term of this Agreement, and offers or agrees to a financial term more favorable than those set forth herein (on the whole), Contractor agrees that it will reduce the prices, charges, or fees charged to the County concerning the products/services hereunder to the most favorable rates received by those other customers/clients.

4. Term of Agreement:

This Agreement is effective as of _____, 20____. The term of this Agreement expires _____ (modify as needed).

5. Authorized Representatives:

The County designates _____ as the County Representative under this Agreement. Contractor designates _____ as the Contractor Representative. Said Representatives shall have the authority to bind the parties concerning the Services. The County Representative or the County Representative's agent shall have access to the worksite and/or review Contractor's work at all times and as necessary to assure the Contractor's satisfactory performance under this Agreement. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The County may change its representative at any time by giving Notice to Contractor as set forth herein. Contractor shall not replace the Contractor Representative unless: (a) the County requests a replacement or (b) Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County must approve the substitute Contractor Representative, and, if no substitute is acceptable, the County may terminate this Agreement.

6. Approval and Acceptance of Services:

The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If at the sole discretion of the County conferences with Contractor are necessary or desirable to explain or correct Services, Contractor shall make no additional charge for time or costs for attendance as such conference or for making the required explanations or corrections.

7. Independent Contractor:

The parties agree that the relationship created by this Agreement is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Unless otherwise specified in writing, Contractor shall furnish all supervision, labor, materials, equipment, supplies, and other incidentals to complete the requirements of the job. Contractor has the authority to control and direct the details of the work; the County is interested only in the results. Contractor agrees to comply with all state and federal requirements on workers' compensation, general liability, and employment liability insurance relating to the performance and completion of this Agreement. The Services as defined herein, are subject to San Miguel County's right of inspection and approval. Contractor may practice their profession for others during periods when not performing work under this Agreement for San Miguel County. The County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs.

8. Work Performed at Contractor's Risk:

Contractor warrants that it is fully qualified to perform the Services as set forth herein and shall perform the Services following the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at Contractor's risk. Contractor shall be responsible for any damage or loss to San Miguel County property used or held for use in connection with the work performed.

9. Insurance and Licensure:

Contractor shall obtain and maintain at all times during the duration of this Contract, insurance as described in the County's solicitation, or as otherwise required by the County, and shall provide proof of such coverage. The minimum Scope and Limits of insurance coverages that the Contractor is to maintain in effect shall be equal to the Colorado Governmental Immunity Act (CGIA) limits under C.R.S. § 24-10-114(1)(a)(I)&(II), as amended. Those limits until January 1, 2030, are \$505,000 (single incident) and \$1,421,000 (general aggregate) or such higher coverage limits as the Contractor's insurance coverage provides unless waived or reduced by the County. If applicable, Contractor shall provide a copy of their valid professional license/certification and professional liability insurance coverage before commencing the services under this Agreement. During the term of this Agreement, Contractor shall provide the County written evidence of continuing insurance coverage within three (3) business days upon request from the County. Certificates of insurance shall name San Miguel County as an additional insured. The County shall also be endorsed as a party on said policy and, if requested by the County, Contractor shall provide proof of the endorsement to the insurance policy for this Agreement. Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

10. Governmental Immunity:

The County does not intend to waive, by any provision of this Agreement, any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as currently in effect and as it may be subsequently amended. This immunity continues beyond the termination of this Agreement for the acts or omissions that occurred during the Agreement Term.

11. Indemnification:

Contractor shall indemnify, release, save, hold harmless, and defend San Miguel County, its officials, employees, and agents from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. The indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the County shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the County, be indemnified by Contractor from and against all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the County, its officials, agents, and employees for losses arising from the work performed by the Contractor for the County according to this Agreement.

12. No Pledge of Credit or Aid to Corporations:

According to Colorado Constitution Article XI, Sections 1 and 2 and Article X, section 20, the County shall not indemnify or hold harmless Contractor or any party related to or operating under this Contract. No provision in the Contract shall limit or set the amount of damages available to the County to any amount other than the actual direct and indirect damages to the County, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference that purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise.

13. Appropriation of Funds:

Time is of the essence in Contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year (January 1 – December 31) shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. § 29-1-110. Should such funds not be budgeted and

appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination. Such cancellation shall not impose any penalty against the County in the event of a failure to appropriate sufficient funds.

14. Suspension and Termination:

Without terminating this Agreement, the County may suspend Contractor's Services following a five (5) day written Notice to Contractor. In the event of a suspension, Contractor shall incur no additional expenses and shall perform no further services for the County under this Agreement after the date of receipt of the notice of a suspension unless otherwise specified by the County. If the resumption of Contractor's Services requires any waiver or change in this Agreement, the parties must mutually agree to such waiver or change, in writing, and the writing must be attached as an addendum to this Agreement. Additionally, the County reserves the right to terminate this Agreement, in whole or in part, with or without cause by giving a fifteen (15) day written Notice to Contractor. In the event of termination, Contractor shall incur no additional expenses and shall perform no further services for the County under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the County. Upon termination for any reason, the County shall be entitled to a prorated refund for the remainder of the current term. In the event the County terminates this Agreement for cause, the provisions of the paragraph titled "Damages" shall apply.

15. Damages:

If Contractor fails to comply with any material provision of the Agreement, Contractor shall be liable for all damages, including with limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in the Agreement are of the essence. Contractor's failure to substantially complete the services in conformance with the Agreement shall result in damages suffered by the County, including, without limitation, the County's cost to complete the services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to Contractor under this Agreement. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

16. Data Security:

During the course of Contractor's performance of the Work, the Contractor may be required to store or control the transmission of electronic data provided by the County ("County Data"). The Contractor represents and warrants that:

- a. It will take all reasonable precautions to maintain all County Data in a secure environment to prevent unauthorized access, use, or disclosure, including industry-accepted firewalls, up-to-date anti-virus software, and controlled access to the physical location of the hardware containing County Data;

- b. Its collection, access, use, storage, disposal, and disclosure of County Data shall comply with all applicable data protection laws, as well as all other applicable regulations and directives;
- c. It will notify the County of any actual or suspected data security incident as soon as practicable, but no later than 24 hours after it becomes aware of it;
- d. The Contractor will provide the County with sufficient information for the County to satisfy its legal and regulatory notice obligations; and
- e. It will promptly return or destroy any County Data upon request from the County Representative.

Contractor's indemnification obligations identified elsewhere in this Contract shall apply to any breach of the provisions of this Paragraph.

17. Accessibility Guidelines:

Contractor acknowledges that under the Americans with Disabilities Act ("ADA"), as amended (42 U.S.C. Sec. 1201 et seq.), programs, services, and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Contractor shall make good faith efforts to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et. seq.; and the Colorado Anti-Discrimination Act, C.R.S. 24-34-401 et. seq., as amended; and the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101 et. seq. Such compliance may include, but not be limited to supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with version 2.1 Level AA of the Web Content Accessibility Guidelines (<https://www.w3.org/TR/WCAG21/#background-on-wcag-2>) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Contractor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.

18. Nondiscrimination:

Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state, and federal laws regarding discrimination and unfair employment practices. Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, color, creed, religion, gender, gender identity, national origin or ancestry, disability, age, sex, sexual orientation, socio-economic status, marital status, veteran status, or any other basis prohibited by federal, state or local law.

19. Colorado Labor Preference:

The provisions of C.R.S. §§ 8-17-101 and 102 may apply to this Agreement. If this Agreement includes federal funds, this paragraph does not apply. If the work to be performed under this Agreement falls within the definition of a “public works project,” then the Colorado Labor Preference applies. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the project. “Colorado labor” means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupation qualification. A resident of the State of Colorado is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation that they have resided in Colorado for the last thirty (30) days.

20. Colorado Open Records Act:

The parties acknowledge that San Miguel County is a governmental entity formed according to Colorado law, and as such, is subject to the Colorado Open Records Act, C.R.S. § 24-72-200 *et seq.* (“CORA”). In the event the County receives a request under CORA that would require the production of records related to Contractor, the County will inform Contractor of such a request and provide Contractor with a copy of any such written request. Contractor shall promptly notify the County if: (a) production of the requested record would disclose Contractor’s trade secrets, privileged information, and/or confidential commercial or financial data pursuant to C.R.S. § 24-72-204(3)(a)(IV) or; (b) Contractor desires to pursue a legal action to prevent disclosure of such documents. The County shall determine whether to deny the request. If the County’s denial of a request is challenged, the County will notify Contractor of such challenge and provide the Company with a written copy of any such challenge. Contractor shall indemnify and hold the County harmless from any claim or judgment as well as any costs and attorney’s fees incurred in denying such request or otherwise assisting Contractor in response to a denial and/or legal challenge to the denial.

21. Compliance with Federal and State Health Information Privacy Laws:

Contractor and their employees, agents, and subcontractors shall comply with HIPAA and any State health information privacy laws, to the extent they are applicable.

22. Security and Confidentiality:

Contractor understands that in the course of providing services under this Agreement, Contractor, Contractor’s employees or subcontractors may be exposed to sensitive or confidential documents or information, including but not limited to personal identifying information, protected health information, work product or involving the security of county buildings and employees. Contractor assumes responsibility for safeguarding and maintaining the confidentiality and integrity of all County information and protecting against the disclosure of the same by Contractor, Contractor’s employees, or subcontractors.

23. Governing Law, Jurisdiction and Venue:

The rights and duties of the parties under this Agreement shall be governed by the laws of the State of Colorado, excluding its conflicts of law provisions. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under the Software Agreement. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of San Miguel, State of Colorado.

24. Dispute Resolution:

San Miguel County does not agree to binding arbitration by any extra-judicial body or person nor does the County intend to waive its right to a jury trial.

25. Warranty:

Contractor represents that the Services pursuant to the Contract Documents will be performed in accordance with industry standards in all material respects. (add additional warranty information or attach as an exhibit)

26. Notice:

Notice under this Agreement shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage pre-paid, three (3) business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

San Miguel County Representative

Name: _____
Title: _____
Mailing Address: _____
Physical Address (if different): _____

Phone: _____
Email: _____

Contractor Representative

Name: _____
Title: _____
Mailing Address: _____
Physical Address (if different): _____

Phone: _____
Email: _____

Copy to: San Miguel County Attorney

PO Box 1170 (mailing)
333 W. Colorado Ave. (physical)
Telluride, CO 81435
970-728-3879
attorney@sanmiguelcountyco.gov

“Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a

recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts. The parties agree that: (a) any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; (b) any such notice or communication shall be considered to have the same binding and legal effect as an original document, and; (c) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form.

27. Miscellaneous:

- a. **Assignability:** Contractor shall not assign its rights or delegate its obligations under this Agreement without the County's prior written consent.
- b. **Severability:** Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect.
- c. **Officials Not to Benefit:** No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- d. **Conflict of Interest:** Contractor shall not knowingly perform any act that would conflict in any manner with the performance of services under this Agreement. Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.
- e. **Records Retention:** Contractor shall maintain all records, including working papers, notes, and financial records, and make them available for County inspection and audit which they may require for any purpose authorized by law.
- f. **Entire Agreement:** This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. In the event of a conflict between an Exhibit to this Agreement and the body of this Agreement, the Agreement will govern the resolution of the conflict.
- g. **Execution by Counterparts; Electronic Signatures:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for the execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101 et seq.

In Witness Whereof, the parties have executed and entered into this Agreement as of the latter day and year indicated below.

Representative Signature	Name(Printed)	Title	Date
--------------------------	---------------	-------	------

Contractor

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Email: _____

Contractor Signature	Date
----------------------	------

Reviewed by the County Attorney’s Office for form.

Maura Boylan, County Attorney	Date
-------------------------------	------