

Larimer County Special Provisions

The party contracting with the County is referred to herein as “Contractor” and may be referred to by name, Vendor, or otherwise in other related documents. These Special Provisions have been agreed upon by the parties and are incorporated into the contract/agreement between Larimer County (“County”) and Contractor. In the event of any conflict with any other term of the contract, referenced document, or incorporated term or condition (including embedded links), these Special Provisions shall control.

1. **Signature Authority.** The County is only bound by contracts approved and signed by someone authorized by Larimer County Administrative Policy and Procedure. This Contract may be executed in two or more counterparts, each of which shall be deemed an original. The parties approve the use of electronic signatures, which shall be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101 et seq. If this Contract is electronically signed it (a) is considered a “writing” or “in writing,” (b) is deemed for all purposes as physically “signed,” (c) is deemed an “original” when printed or copied from electronic files or records established and maintained in the normal course of business, and (d) satisfies any legal formalities requiring that agreements be in writing. Neither party will contest the admissibility of copies (or printed versions) of this Agreement under either the business records exception to the hearsay rule, the best evidence rule or otherwise on the basis that the Agreement was originated, signed, or maintained in electronic form.
2. **Fund Availability.** Pursuant to C.R.S. § 30-25-103 financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If funds are not appropriated, budgeted, or made available, this Contract shall immediately terminate without further County obligation.
3. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from negligence of the County, including without limitation its employees, departments, boards, offices, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as applicable now or hereafter amended. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in these statutes.
4. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any employee of Contractor shall be deemed to be an employee or agent of the County. Contractor and its employees are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage. Contractor shall be responsible for all employment taxes, income taxes or other taxes incurred in performing this Contract. Contractor shall provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and provide proof thereof when requested, and to be solely responsible for its acts and those of its employees and agents.
5. **Compliance With Law.** Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices.
6. **Choice of Law, Jurisdiction, and Venue.** Colorado law shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein which conflicts with said laws shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and venue shall be in Larimer County, Colorado, or Colorado Federal District Court. See also C.R.S. § 24-106-109
7. **Prohibited Terms.** Any term included in the Contract that requires Larimer County to indemnify or hold Contractor or any other party harmless; requires Larimer County to agree to binding arbitration; limits Contractor’s liability for damages to anything other than actual and direct damages; or that conflicts with this provision in any way shall be void ab initio. Any provision included or incorporated herein by reference which purports to negate any Special Provision in whole or in part shall not be valid or enforceable in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Contract. See also C.R.S. § 24-106-109; Colorado Constitution Article XI, Sections 1 and 2 and Article X, Section 20.
8. **Conflict of Interest.** The Contractor avers that to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.
9. **Insurance.** 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.
10. **Changes & Order of Precedence.** Contractor shall furnish goods or services in strict accordance with the specifications and price set forth for each item. This Contract shall not be modified, superseded, or otherwise altered, except in writing signed by the County and accepted by Contractor. Any additional terms or conditions included in a Contractor form(s) or part(s) thereof, incorporated into any Contractor response to a solicitation, or transmitted to County by any other means, SHALL HAVE NO EFFECT and are DEEMED REJECTED unless expressly agreed to in writing by County.
11. **Assignment & Subcontracting.** No part of the Contract may be assigned or subcontracted without the prior written consent of the County.

12. **Tax Exemption.** The County is exempt from State, County, and Local sales and use taxes under Colorado Tax Exempt Number 98-04270, and no sales or use taxes shall be charged.
13. **Termination.** The County, by written notice, may terminate the Contract in whole or in part with or without cause. In the event of termination, the County shall be liable only for acceptably completed services and acceptable goods received; however, the County may withhold amounts due to the Contractor as the County deems necessary because of Contractor's breach and to reimburse the County for damages, costs and expenses incurred in curing, completing, or procuring similar goods and services.
14. **Non-Waiver of Rights.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
15. **Data Breach.** If at any time Contractor has access to, stores, or controls the transmission of electronic data or information provided to Contractor by County ("County Data"), the following obligations shall apply:
 - a. Contractor shall implement safeguards and take all reasonable precautions to ensure County Data is accessed, stored, and transmitted securely and to prevent unauthorized access, use, loss, or disclosure, including without limitation industry-accepted firewalls, up-to-date anti-virus software, and controlled access to the physical location of the hardware containing County Data;
 - b. Contractor's 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. Contractor shall notify County of any actual or suspected incident that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data as soon as possible, but no later than 24 hours after it becomes aware, including but not limited to breaches of Contractor's computer, information, email, financial, or other systems;
 - d. In the event of an Incident, Contractor shall cooperate with the County's investigation of the Incident, including making available all relevant records, logs, files, data reporting, and other materials necessary to comply with all applicable law or as otherwise reasonably required by County;
 - e. If the Incident involves personal information of any kind or nature, at the option of County, Contractor shall satisfy any notification or other obligations imposed by law or reasonably imposed by County, or reimburse County for any costs it incurs in satisfying all such requirements and best practices;
 - f. Contractor shall promptly return or destroy any County Data upon request from the County; and
 - g. Contractor shall indemnify and defend County for any breach of the obligations in this Paragraph.
16. **Warranty.** The Contractor warrants and represents that it shall perform services in a timely, competent, and professional manner, and that all products and/or services furnished hereunder: (1) will conform in all respects to the terms of the contract documents, including any drawings, specifications or standards incorporated herein; (2) are in good working order and condition; (3) are free from defects in design, materials, and workmanship; and (4) are merchantable and fit for their particular purpose. All provisions and remedies of the Colorado Uniform Commercial Code, C.R.S. Title 4, relating to implied and express warranties are incorporated herein, in addition to any warranties contained in the contract documents.
17. **Right of Removal.** The County retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the County, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the County to be contrary to the public interest or the County's best interest.
18. **Digital Accessibility.** Contractor acknowledges that, pursuant to 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 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., C.R.S. § 24-34-802 and C.R.S. § 24-85-103. 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 8 CCR 1501-11, and 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.
19. **Invoices.** Unless a shorter time period is stated in another provision of the Contract, all invoices from the Contractor to County requesting payment for services/goods provided must be received by County sixty (60) days following the month in which such services/goods were provided or conducted. Failure to ensure that the County receives such invoices within this period of time shall result in all payment obligations associated with such services/goods identified in the delinquent invoice(s), even if reinserted or reclaimed in another invoice, being waived and County shall have no obligation to pay for such services/goods.