CMU-21-2702
Request for Proposals
Colorado Mesa University Athletic Apparel and Equipment

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<th>Solicitation Issue Date</th>
<th>June 30, 2021</th>
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<td>Written Inquiries Due</td>
<td>July 7, 2021, 2:00 p.m. MST</td>
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<td>Response to Written Inquiries</td>
<td>July 12, 2021</td>
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<td>July 23, 2021, 11:00 a.m. MST</td>
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<td>Oral Presentations (if necessary)</td>
<td>To Be Determined (If Necessary)</td>
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<td>Notice of Award</td>
<td>Estimated week of July 28, 2021</td>
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<td>Orders Issued</td>
<td>Beginning August 26, 2021</td>
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<td>Contract Complete</td>
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ADMINISTRATIVE INFORMATION

During the solicitation process all communication shall be with the point of contact for this solicitation. All written inquiries shall be made to Andy Rodriguez at arod@coloradomesa.edu by July 7, 2021. Work awarded to the successful contractor as a result of this solicitation will be via a University purchase order; the terms and conditions of the purchase order are attached to this solicitation.

Bid Submission

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Bids will be received electronically or by mail. Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that the proposal is received by the Colorado Mesa University Purchasing Department on or before the proposal opening date and time. Offerors mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Donovan Harwell
Purchasing Department
Colorado Mesa University
1260 Kennedy Avenue
Grand Junction, CO 81501-3122

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

OFFEROR’S NAME
CMU-21-2702
PROPOSAL DUE: July 23, 2021 11:00 a.m. MST

The Vendor Signature Form MUST be signed in ink by the Bidder or an officer of the Bidder legally authorized to bind the Bidder to the Bid. The Signature form is to be included with the response that is marked as ORIGINAL.

Bids which are determined to be at a variance with this requirement may not be accepted. Bidders are advised that the University desires and encourages that proposals prepared in response to this RFP be submitted on recycled paper, and include the original proposal and one (1) electronic (USB) copy.

STANDARD CONTRACT:
The successful bidder will enter into a contract with the University. The State Contract contains certain required provisions for doing business with the University/State of Colorado,
labeled “Special Provisions.” The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled “Exceptions to Contract Terms,” setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University’s standard contract provisions may result in cancellation of the award. The State Contract, including the Special Provisions, is attached electronically as a separate PDF document, per Exhibit B.

BACKGROUND, OVERVIEW AND GOALS

Campus Background

Established in 1925, Colorado Mesa University is the largest university in western Colorado and has been on a trajectory of growth since 2005. The University’s enrollment has more than doubled in this time frame to a current enrollment of 10,476 students. Coupled with this campus population growth has been a tremendous campus expansion; the University’s main campus occupies 86+ acres in the middle of Grand Junction, CO. The Athletic Department has had the addition of premier facilities during this expansion including Soccer/Lacrosse stadium, Brownson Arena (Volleyball/Basketball/Wrestling), Softball Stadium Remodel, Elliott Tennis Center, Baseball Field Renovation and western Colorado’s foremost aquatic facility, El Pomar Natatorium.

Athletic Background

The University participates in the Rocky Mountain Athletic Conference as a NCAA Division II affiliate with a total of 29 teams.

<table>
<thead>
<tr>
<th>Men’s Sports</th>
<th>Women’s Sports</th>
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<tbody>
<tr>
<td>Baseball</td>
<td>Basketball</td>
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<td>Basketball</td>
<td>Softball</td>
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<td>Cheerleading</td>
<td>Beach Volleyball</td>
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<td>Cross Country</td>
<td>Swimming/Diving</td>
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<td>Football</td>
<td>Tennis</td>
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<td>Golf</td>
<td>Cheerleading</td>
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<tr>
<td>Lacrosse</td>
<td>Cross Country</td>
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<td>Indoor Track &amp; Field</td>
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<td>Golf</td>
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<td>Triathlon</td>
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<td>Soccer</td>
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<td>Triathlon</td>
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<td>Wrestling</td>
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The total roster count for all DII sports is 700+ athletes with 75 coaches representing the teams. Athletic support is provided by Athletic Training, Strength and Conditioning and the Athletic staff.

In addition to the NCAA sports listed, the University has a myriad of club and intramural sports which increases in variety and student participation yearly. The University will include club sports as part of the future order volume of apparel and equipment with the awarded vendor(s) of this solicitation.

Goals

The University’s annual athletic apparel and equipment spend is over $400,000; as custodians of limited Athletic budgets the University recognizes that it is in the best interest of the University to aggregate this spend and obtain competitive pricing and discounts for future apparel and equipment purchases.

The goal of this solicitation is to give athletic apparel and equipment manufacturers and manufacturer dealers the opportunity to provide proposals for the full scope of apparel and equipment for the University’s Athletic Department, or provide proposals on a portion of the
scope of apparel and equipment. The University’s approach to partnering with a vendor, or multiple vendors, is unique and not aligned with the athletic apparel industry’s current practice of bundling apparel and equipment orders with “free items” such as coach’s packages or buy two, get one free. The University views this industry practice as smoke and mirrors and does not want to continue with the practice of gimmickry coupled with an order.

- Please note – this is an important concept that manufacturers and dealers must understand in order to provide a response that will be acceptable to the University.
- The best pricing and service model will provide the University’s Athletic Department with real savings that impact the budget.

The University wishes to develop a vendor partnership based on pricing and exemplary service that is provided as a discount off of current list price. The Athletic Department is tasked with making each of their budgeted dollars stretch to cover the needs of their programs. Part of the task is forecasting budgets on a yearly basis; by obtaining a set discount off of list to project future spend using manufacturer’s list pricing will enable the Department to accurately forecast their spend and save their programs money. The Athletic Department is not interested in a “value add” as mentioned above, what the Department is interested in is a deep discount off of list pricing partnered with a vendor(s) who provides excellent sales service and support. The Department as fiscal stewards want the best bottom-dollar price with the best quality of equipment and apparel for their athletic programs and ultimately the University’s athletes.

The University intends to establish the awarded vendor’s discount off of list as a multi-year price agreement for a period of 3 to 5 years subject to appropriation and yearly performance reviews. The University reserves the right to make a single, or multiple awards, whichever is more advantageous to the University.

Marketing/Branding

The University underwent a significant change in 2011 when the former Mesa State College became the current Colorado Mesa University. This change in name to University status also triggered an intense attention to detail to the University’s brand not before experienced on campus. The nature of athletic apparel and equipment requires that virtually each piece will be branded in some fashion, either with logo, University name or athlete information. The University uses Collegiate Licensing Company, LLC., formerly Learfield Licensing Partner, LLC., as the branding clearinghouse for the University. This will be a required component of any orders for successful vendor(s) awarded through this solicitation. The University’s Marketing Department is the ultimate approver for each order and no orders can be processed without the proper clearance through CLC.

The Purchasing Department

The Purchasing Department is the conduit for the Athletic Department orders. The two departments have a long history of coordinated purchasing efforts for apparel, equipment, facility needs, transportation requirements, contract administration, etc. The University, although larger in student population, has remained relatively flat in increases to staff supporting the University. As a “small shop” it is critical that departments form alliances to ensure that the work of the day is completed. The Purchasing Department is committed to assisting the Athletic Department with their needs and processes the bulk of the apparel and equipment orders via purchase order. Most orders will be processed using purchase orders and it is critical to include Purchasing staff on all order communication. Previously, too often vendors worked directly with coaches for order fulfillment, returns and substitutions discounting the Purchasing staff and creating hardship in order reconciliation and delays in payment. Another goal of this solicitation is the requirement for the awarded vendor to include the Purchasing Department for all orders and transactions in order to service the Athletic Department more efficiently.

Those orders that are placed without a purchase order will have payment arranged using a procurement card or through Accounts Payable check distribution.
STATEMENT OF WORK

Apparel and Equipment

The University is including a three year spend analysis as Exhibit A to the solicitation to illustrate by sport the variety and volume of spend. Included are all apparel inclusive of practice gear, uniforms, equipment and shoes. Vendors are encouraged to provide a response on as many aspects of the Athletic needs as they are qualified to respond. The University recognizes that a single discount off list may not apply to all facets of the Athletic needs and encourages vendors to provide multiple discounts if needed to incorporate as much of the Statement of Work possible. All items must indicate the percentage discount off of list provided for each item.

Account Representative

The University’s assigned account representative is key in partnering with a manufacturer or dealer. Accurate, prompt sales service and support with the customer service provider is the hallmark of a good partner for the University and can literally determine the success of the partnership. The University requires that the account service provider is defined in the response and requests that manufacturers and dealers consider when assigning the representative to not be focused solely on the territory of the representative but rather the whole servicing of the University’s account. The University will require pre through post-sales support, ensuring that athletes are sized correctly in both apparel and shoes, accurate and timely order fulfillment and prompt, accurate invoicing. The University prefers a single point of contact for the account.

Customization

University branding is a factor on every order. The University understands that not all customization is equal. The University intends to secure the best possible customization including embroidery, screen printing and lettering for the items purchased through the awarded vendor of this solicitation. The discount off list is not applicable to these items and the University requests the costs of all of the customization options for apparel and equipment. Many manufacturers and dealers no longer offer this service in-house, the University is interested in the vendor’s customization processor(s) and the process inclusive of quality control for customization.

Accounting System

The University’s Purchasing Department will issue a purchase order for most orders, mirroring the quote provided to Athletics. Reconciliation of the order is a key factor in timely payment to vendors and the ease of check-in of product for the Department’s warehouse. The accounting system employed by the vendor is of interest to determine how orders are developed, invoiced, tracked and how backorders and returns are handled.

Low Price Guarantee

The University intends to award to vendor(s) for a multi-year period. In this time quotes will likely be obtained through other vendors for items supplied by the awarded vendor(s). The University will give the awarded vendor(s) the opportunity to provide a low price guarantee to either match or provide a lower price than the obtained quote.

OFFEROR’S RESPONSE FORMAT

Vendor’s response format shall be structured to respond to each item listed in this section. Responses should be prepared to bring clarity to the Offeror’s proposal and subsequent evaluation process, simply and economically, in a straight-forward and concise manner to fully describe the Vendor’s ability to meet the requirements of the solicitation.
Response

Provide documentation illustrating the company as an established athletic apparel and equipment provider with higher education experience, and adequate resources and personnel to perform the work as identified above. The Offeror must demonstrate a satisfactory record of performance. The following must be included:

- Provide an illustrative narrative that defines the qualifications that uniquely position the Offeror as a partner for the University including but not limited to customer base, years in business, and the number of professional staff employed. Offeror may list any additional information not requested as part of this solicitation which the Offeror believes should be considered in the evaluation of a response.

- Identify the account representative and key customer service staff assigned to the University.

- Illustrate how service and support will be provided to the University.

- Provide history and reference of at least four (4) clients, highlighting any within Colorado in the higher education environment that currently uses your athletic apparel and equipment services. Provide the institution's name, contact name, position title, address, telephone number, email address, and a description of service provided.

- Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, explain the impact to the organizational and operational structure of your existing company.

- Provide any details of past or impending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the University.

- Is your company currently in default of any loan or financing agreement with any bank, financial institution, or other entity? If so, specify the dates, details, circumstances, and prospects for resolution.

- Provide the most current catalog inclusive of list price for all items proposed in pricing response.

- Provide detailed information regarding the accounting system employed including quote generation, order acceptance, order fulfillment, backorders and returns.

Price Proposal

- Provide a comprehensive list of apparel, equipment & shoes and the percentage discount off of list offered.
- Provide a detailed list of customization costs inclusive of embroidery, lettering and screen printing.

Evaluation Criteria

1. Adequacy and completeness of the proposal with regard to the goals and requirements specified in the Statement of Work including overall quality of the apparel and equipment offered inclusive of customization
2. Account representative assigned to the University
3. Discount off list provided
4. References
5. Qualifications and experience of the company, inclusive of service and support.
While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

**Basis of Award**

The technical factors will be assessed based on the soundness of the Offeror’s approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the quote may result in disqualification of the proposal and shall be the responsibility of the Offeror.
VENDOR SIGNATURE FORM
CMU-21-2702
CMU Athletic Apparel and Equipment

Proposals Due: July 23, 2021    Time: 11:00 am MST

Mail/Delivery Proposal to:    Contact/Attention:
Colorado Mesa University - Purchasing Office    Donovan Harwell
1260 Kennedy Avenue    (970) 248-1337
Grand Junction, CO 81501    dharwell@coloradomesa.edu

Proposals will be received electronically to point of contact, eMail subject: CMU-21-2702 Athletic Apparel and Equipment dharwell@coloradomesa.edu. Bids will also be received and opened by the Purchasing Department on July 23, 2021 at 11:00 a.m. MST.
All prices shall include shipping, handling and delivery, FOB Destination, Colorado Mesa University, Grand Junction, CO.

The Offeror herein noted has carefully examined all components, instructions and requirements of this Quote and proposes to furnish the services described herein. The undersigned hereby agrees to provide Athletic Apparel and Equipment on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Vendor Signature Form certifies that he/she is a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Vendor Signature Form page MUST be signed for proposal to be valid.

COMPLETE THE FOLLOWING:

Federal Employer ID No. _____________________________________________ Date:_______________________________

Company Name:  ________________________________________________________________________________________

Authorized Signature:  ________________________________________________________________________________________

Typed/Printed Name:  ________________________________________________________________________________________

Title:    ________________________________________________________________________________________

Address:   ________________________________________________________________________________________

City/State/Zip:  ________________________________________________________________________________________

Phone No.:  ______________________________________   Fax No.: _________________________________________

Contact for Clarifications:
Name:    ________________________________________________________________________________________

Title:    ________________________________________________________________________________________

Phone No.:  _______________________________________  Fax No.:_________________________________________

Email:    ________________________________________________________________________________________

Offeror Acknowledges Receipt of Addendum No. _____, ____ , _____, _____ (Addendums MUST be acknowledged
1. Offer/Acceptance. This Purchase Order, together with these terms and conditions and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “PO”) shall constitute the entire agreement between the University and the Vendor. If this purchase order (“PO”) refers to Vendor’s bid or proposal, this PO is an ACCEPTANCE of Vendor’s OFFER TO SELL in accordance with the terms and conditions of this PO. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to Vendor’s acceptance, demonstrated by delivery of goods or services and payment by the University, in accordance with the terms and conditions of this PO. COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any Vendor form(s) or party(s) thereof used in connection with a bid or proposal in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or party(s).

2. Limited Terms. Nothing in this PO shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this PO or appearing on Contractor’s website(s) or online agreement which requires the State to indemnify or hold Vendor harmless; requires the State to waive the right to jury or to agree to binding arbitration; limits Vendor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or conflicts with any statute in any way shall be void ab initio.

3. Conflicts of Interest. Vendor shall not engage in any business or personal activities or practices or maintain any relationships which would in any way conflict in carrying out the terms of this PO or the obligations hereunder. Vendor acknowledges that with respect to this PO, even the appearance of a conflict of interest is harmful to the University’s interests. Absent the University’s prior written approval, Vendor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Vendor’s obligations to the University hereunder. If a conflict or appearance exists, or if Vendor is uncertain whether a conflict or the appearance of a conflict of interest exists, Vendor shall submit to the University a disclosure statement setting forth the relevant details for the University’s consideration. Failure to promptly submit a disclosure statement or to follow the University’s direction in regard to the apparent conflict constitutes a breach of this PO.

4. Governmental Liability. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Liability Act (§24-10-101, et seq.), and from all personal injury or property damage claims arising from gross negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees, to the extent the State is not otherwise liable under any other laws, rules, or regulations of the State, and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to employer and employees, and unemployment compensation benefits will be available to vendor or a third party. Buyer shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to act for buyer in any representation which includes, but is not limited to, any of the immunities, rights, benefits, protections, or other provisions, of the said Governmental Liability Act, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter hereunder.

5. Corruption. To the extent not otherwise prohibited by federal law, this PO and the performance measures and standards under CRS §24-103.5-101, if any, subject to public release and disclosure through the Colorado Open Records Act, to the extent not otherwise prohibited by federal law, and to the extent not otherwise prohibited by CRS §24-103.5-101, if any, subject to public release and disclosure through the Colorado Open Records Act, to the extent not otherwise prohibited by federal law.

6. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) to the University prior to shipment.

7. Changes. Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by Vendor. Changes of any kind to the terms and conditions of this PO shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the said Governmental Liability Act, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter hereunder.

8. Delivery. Unless otherwise specified in this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in Vendor’s bid or proposal as material to buyer’s acceptance. If Vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or any part of such shipment made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

9. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively “materials”) delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, Vendor’s work of authorship comprised of, or contributed to, in whole or in part, by materials furnished by Vendor or otherwise used by materials. Vendor shall comply with all applicable Cyber Security Policies of Colorado Mesa University (the “University”), or buyer, as applicable, and all confidentiality and non-disclosure agreements, securities or inventions or works of authorship arising from or related to this PO shall be the property of the University or as specified in the CUCC or this clause, buyer determines for any reason thatVendor was not in default or the delay was excusable, the rights and obligations of buyer and Vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

24. Subcontracting. Vendor shall not subcontract any part of the performance required under this PO, without the express, written consent of Buyer. All services performed by a subcontractor shall be the responsibility of the Prime Vendor and shall be performed in accordance with the terms and conditions of this PO. The Prime Vendor shall be responsible for the performance of the subcontractor and shall be equally liable for the acts, omissions, or of any entities subcontracted by the Prime Vendor. The Prime Vendor shall not be excused from liability under this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, in its sole discretion, this PO may be terminated in whole, or in part, and buyer may be entitled to a pro rata adjustment of the total price.

25. PO Approval. This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible for or liable for products or services delivered or performed prior to proper execution hereunder.

26. Funds Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the compliance of federal regulations (whenever referenced) which are applicable to this PO. The University has made sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

27. Public Records Law. Colorado law, rules and regulations issued pursuant thereto, shall be applied to the interpretation, execution, and enforcement of this PO. The CUCG shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference that is inconsistent with this PO shall be deemed to be expressly superseded, as a matter of law, any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any such judicial or administrative action arising out of or in connection with this PO shall be in Denver,
Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

28. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Colorado Department of Labor and Employment (“CDLE”) program established pursuant to CRS §§8-17.5-101(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or CDLE program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if Vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §§8-17.5-101(5), by the CDLE. If vendor participates in the CDLE program, Vendor shall deliver to the buyer a written, notarized affirmation that Vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the CDLE program. If Vendor fails to comply with any requirement of this provision or CRS §§8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

29. Public Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (e) has produced a form of identification required by CRS §24-76.5-105 prior to the date vendor delivers goods or begins performing services under terms of the PO.