

EXHIBIT C

SPECIAL CONDITIONS

Illegal Aliens

The Consultant shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant affirms that it has verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant does not employ illegal aliens. Consultant is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

(A) Notify the subcontractor and SEMSWA within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien;

AND

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (Department) made in the course of an investigation the Department is undertaking pursuant to its legal authority.

Violation of this section of this Contract shall constitute a breach of this Contract and may result in termination by SEMSWA. Consultant shall be liable to SEMSWA for actual and consequential damages to SEMSWA resulting from such breach pursuant to §8-17.5-101(3) C.R.S. SEMSWA shall also report any such breach to the Office of the Secretary of State.

Consultant acknowledges that the Department may investigate whether Consultant is complying with the provision of the Contract. This may include on-site inspections and

the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section.

CERTIFICATION BY CONSULTANT
EMPLOYMENT OF ILLEGAL ALLIENS

_____, Consultant hereby certifies to SEMSWA that, as of the date of execution of this Certification, it does not knowingly employ or contract with an illegal alien and that it has verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant does not employ illegal aliens.

Dated: _____

_____, Consultant

By _____

Title: _____

Certification to be executed and provided to SEMSWA prior to execution of a contract with Consultant.