

**CERTIFICATION AND AGREEMENT TO COMPLY WITH STATE AND FEDERAL LAWS  
REGARDING STATUS VERIFICATION/E-VERIFY REQUIREMENTS**

This Agreement is made and entered into effective on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, Offeror/Contractor (a subcontractor, contract employee, staffing agency, trade union, or any contractor regardless of tier) and Washington County (the "County").

**RECITALS**

WHEREAS, on May 20, 2008, the County passed Resolution No. R2008-1239, which requires the County to include a provision in all County bid documents and County contracts that requires all contractors (contractor, subcontractor, contract employee, staffing agency, trade union, or any contractor regardless of tier) to certify that it does not and will not, during the performance of a contract with the County, knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a; and

WHEREAS, beginning July 1, 2009, Utah Code Annotated, § 63G-12-302 (3) (a) (1953, as amended) prohibits a public employer within the state, such as Washington County, to enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the state, and also requires a contractor to register and participate in the Status Verification System in order to enter into a contract with a public employer.

NOW, THEREFORE, in order to comply with federal and state law in the awarding of a contract for goods and/or services that is awarded through a request for proposals or bidding process with the County, Offer/Contractor certifies and agrees as follows:

**1. Status Verification System/E-Verify Clause.**

a. Offeror/Contractor, and each person signing on behalf of Offeror/Contractor certifies as to its own entity, under penalty of perjury, that the named Offeror/Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Offeror/Contractor's new employees that are employed in the State of Utah in accordance with Utah

Code Annotated Section 63G-12-302 (1953, as amended). A copy of 63G-12-302 is available upon request.

b. Offeror/Contractor shall require that the following provision be placed in each subcontract at every tier:

The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice for the subcontractor to perform the work.

c. Offeror/Contractor acknowledges that Washington County will not consider a proposal for award, nor will it make any award where there has not been compliance with this clause.

## **2. Indemnity Clause for Status Verification System.**

a. Offeror/Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, Washington County and its officers, employees, agents, representatives and anyone that Washington County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above clause, whether violated by employees, agents, or contractors of the Offeror/Contractor, subcontractor at any tier; and/or any entity or person for whom the Offeror/Contractor or subcontractor may be liable.

b. Notwithstanding provision 2. a. above, Design Professionals or Designers under direct contract with Washington County shall only be required to indemnify Washington County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify Washington County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

3. **Certification of Legal Work Status.**

a. By submitting a proposal and/or signing this Certification and Agreement, Offeror/Contractor (a subcontractor of the contractor at any tier, or a contract employee of the contractor) certifies and agrees that it will comply with all provisions of this employment status verification, and all applicable laws including UCA Section 63G-12-302. Further, Offeror/Contractor certifies and agrees that it does not and will not, during the performance of a contract awarded from the County, knowingly employ, or subcontract with any entity, which employs workers in violation of 8 USC Section 1324a. Offeror/Contractor agrees to produce, at the County's request, such documents, which are required to verify compliance with applicable State and Federal laws. If the Offeror/Contractor knowingly employs workers in violation of 8 USC Section 1324a or is not in compliance with UCA Section 63G-12-302, such violation shall be cause of unilateral cancellation of the contract between the Offeror/Contractor and the County. In the event that a contract with the County is terminated due to violation of 8 USC 1324a or UCA Section 63G-12-302, by the Offeror/Contractor or subcontractor of the Offeror/Contractor as stated above, the Offeror/Contractor shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the County as well as attorney fees.

4. **Incorporation by Reference.**

Offeror/Contractor acknowledges that this Certification and Agreement shall be incorporated by reference into all contracts and/or agreements entered into between Offeror/Contractor as an express condition of being awarded said contracts and/or agreements by the County.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OFFEROR / CONTRACTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_