

**MESA COUNTY  
REQUEST TO PRE-QUALIFY  
MDR-50-07**

The Board of County Commissioners of the County of Mesa, Colorado by and through its Director of Purchasing Risk Management and Division, on behalf of the Mesa County Administration Division is inviting Registered Lobbyists to respond to this formal Request to Pre-Qualify (RPQ) to provide professional lobbyist services to the Mesa County Administration Division in accordance with the terms, conditions, and statement of qualifications contained in this Request to Pre-Qualify (RPQ) Number MDR-50-07.

Replies to this RPQ must be submitted by providing a written response in accordance with the terms and conditions and the statement of qualifications. Your response should be placed in a sealed envelope bearing the return address of your firm, and clearly marked "RPQ Number MDR-50-07". Initial responses to this RPQ must be received at the Mesa County Purchasing Division, 544 Rood Ave., 2<sup>nd</sup> Floor, Grand Junction, CO 81501 NO LATER THAN 2:00 P.M. January 10, 2008 and responses submitted after this date will be accepted as well.

This RPQ is not a commitment to purchase, and any expenditures experienced by an individual or company in preparation and submission of a response shall not be reimbursed by Mesa County; nor does Mesa County obligate itself with any action taken or cost incurred by an individual or company in responding to this RPQ.

This RPQ will be non-exclusive. Mesa County reserves the right to purchase any supplies or services from other vendors.

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Mark Reitz, C.P.M.  
Director of Purchasing and Risk Management

## GENERAL RPQ INFORMATION

1. All participating firms, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RPQ as stated or implied herein. Should Mesa County omit anything from this package which is necessary for a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the firm shall secure instructions from Mark Reitz in the Mesa County Purchasing and Risk Management Division, telephone number (970)255-7150.
  
2. After responses are opened, a respondent may be given an opportunity to explain the nature of any error and may request their proposal be withdrawn. Such responses may, with the approval of the Purchasing Manager or his designated representative be withdrawn and not resubmitted. Errors, determined by Mesa County to be minor, may be allowed within an acceptable response. Evaluations of responses will be done using only information already present within the written response.
  
3. Respondents are expected to examine the Statement of Qualifications and all instructions contained in this RPQ package. Failure to do so will be at your firm's risk.
  
4. **UNSIGNED RESPONSES WILL NOT BE ACCEPTED OR CONSIDERED.**
  
5. Respondents will be judged solely on the written information provided as a direct response to this RPQ. Respondents that are judged to be "qualified" will be placed on a list of "Pre-Qualified" firms that will be eligible to provide specific Lobbying support to assist Mesa County as contemplated herein.
  
6. Important dates:  
RPQ sent to firms and advertised: December 7, 2008  
Initial Responses Due to Mesa County Purchasing: January 10, 2008  
Initial Pre-Qualification Review Completed: (est.) To be Determined

**MESA COUNTY  
REQUEST TO PRE-QUALIFY NUMBER MDR-50-07  
PROPOSAL SHEET**

Objective

It is Mesa County's intent to contract to a private vendor.

Terms, Conditions and Statement of Work are included on the attached page.

PRINT THE WORDS "NO EXCEPTIONS" HERE \_\_\_\_\_ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THIS PROPOSAL DOCUMENTS. IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON A SEPARATE SHEET OF PAPER, ATTACHED TO THIS PROPOSAL SHEET AND RETURNED WITH YOUR PROPOSAL.

FIRM OR INDIVIDUAL \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

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PRINT NAME AND TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**\*\*\*UNSIGNED RESPONSES CANNOT BE ACCEPTED OR CONSIDERED\*\*\***

**NOTES:**

1) The attached sample of Standard Terms and Conditions for Portfolio Suppliers to Mesa County (in versions for corporation/partnership and sole proprietors) are the tentative terms and conditions contemplated for any contract/purchase order that results from this RPQ process. In the event your firm takes any exceptions to these terms and conditions, please identify your exceptions in your response.

2) The attached "Exhibit C", "MESA COUNTY INSURANCE REQUIREMENTS", paragraph #6a, #6b, #6c, and 7 apply to this RPQ. Your firm must provide adequate proof(s) of the insurance requested in order for your proposal to be considered responsive.

## STATEMENT OF QUALIFICATIONS

### PURPOSE FOR ISSUING THIS REQUEST TO PRE-QUALIFY

The Mesa County Purchasing and Risk Management Division, on behalf of the Mesa County Administration Division is inviting Lobbyist's Licensed in the State of Colorado to respond to this RPQ. The purpose of this RPQ is to develop a list of "qualified" Lobbyist firms and/or individuals (hereinafter call "Contractors"). Such firms or individuals will have submitted adequate documentation to assure Mesa County that they are capable of providing professional Lobbyist services as defined in this RPQ. The potential Contractors should demonstrate in their response to this RPQ that they can assist Mesa County during legislation sessions in specific areas of concern to the County. Such Lobbyist firms that submit representations that are judged by Mesa County to render their firm to be "qualified" will be placed on a list of "qualified suppliers" and will be considered eligible to perform Lobbyist services for Mesa County that do not exceed \$25,000.00 and are less than six months in duration. The following section provides both a generic list of expectations that the County would have for a selected Lobbyist and a general outline of how the County would deal with a selected Lobbyist.

The selected Lobbyist (if retained) would be required to fulfill the following minimal requirements:

- a. Be registered as a lobbyist for Mesa County as required by Colorado law.
- b. Lobby members of the legislature on behalf of Mesa County's position regarding (for instance) Human Services Issues, Severance Taxes, Criminal Justice Sentencing issues, (etc.) and specifically keep the three local legislators apprised of the County's position on issues and legislation.
- c. Monitor and alert County staff of issues of countywide interest, specific county interests including, but are not limited to: legislation regarding changes to severance tax distributions; legislation proposing changes to inmate funding strategies; legislation impacting mineral and surface rights.
- d. Provide Mesa County with appropriate legislative reports as indicated.
- e. Provide input and assistance on position paper and committee testimony development.
- f. Attend meetings in Denver as requested by the County and cover local meetings dealing with legislation or state policy issues as available. This will include attending functions/events such as the CCI Health and Human Services Steering Committee meetings and appropriate CCI lobbyist meetings.
- g. Avoid conflicts of interest at all times.

Mesa County intends to use the list of pre-qualified firms (that is generated as a result of this RPQ) to negotiate individual service contracts for specific scopes of work as a need arises during the period of time from Jan. 1, 2008 through December 31, 2009. Only Contractors that provide an acceptable response to this RPQ will be included in the list of pre-qualified firms for this 24 month period. However, the County reserves the right to consider applications to Pre-Qualify from parties that submit a response to this RPQ subsequent to January 10, 2008 and prior to December 31, 2009.

It is important to keep in mind that in the event a Contractor is included in the list of pre-qualified Contractors, this status of being Pre-qualified should not be construed as any type of real or implied commitment on the part of Mesa County to purchase any services from any given Contractor during this previously mentioned 24 month period.

Contractors that are included in the final list of pre-qualified contractors may be contacted by a designated representative of the Mesa County Administration Division during the previously mentioned 24 month period and authorized to proceed on selected scopes of work. Mesa County will negotiate not-to-exceed pricing with a selected Contractor for each scope of work. Mesa County will reserve the right to award a specific contract (for a specific scope of work) to one of the selected Contractors on the pre-qualified list without advertising or soliciting bids from other Contractors on the pre-qualified list.

If your firm is interested in being considered for this pre-qualified list, the following questions must be answered.

All questions must be answered and the data given must be clear and comprehensive. The Statement of Qualifications must be notarized. Questions should be answered on separate attached sheet(s). You may submit any additional information you desire, but your submittal (including your response to this Statement of Qualifications) should not exceed twenty (20) pages. In the event your firm considers any portion of the information submitted in response to this RPQ as "Proprietary", such information should be clearly identified and clearly marked as "Proprietary".

1. Name of respondent?
2. Permanent main office address?
3. When Organized?
4. If a corporation, where incorporated?
5. How many years have you been engaged in business under your present firm or trade name?
6. Contracts on hand? (Schedule these, showing amount of each contract and the appropriate anticipated date of completion.)
7. General character of work typically performed by your company.
8. Have you ever failed to complete any work awarded to you?  
If so, where and why?
9. Has your firm ever defaulted on a contract and/or been subjected to formal litigation related to a contract for the type of work described in this RPQ? If so where and why?
10. List the more important Lobbying efforts recently completed by your company.
11. Describe the general experience of your firm and/or your firm's key personnel that would influence the County's judgment to retain the services of your Lobbying firm in your specific areas of expertise; as represented in your proposal response. Include a list of references who have direct experience working with your firm and/or your key personnel on a Lobbying effort.

12. Describe the qualifications and experience of the members of your organization you propose to assign to any Lobbying effort..
13. To be considered responsive, you or your company must be willing to submit a copy of Certificate(s) of Insurance that is completed as identified in the sample attached to this RPQ as "Exhibit C". During the term of Pre-Qualified status, your firm must provide proof of the following insurance within three business days of a request for such insurance from Mesa County prior to any actual work being placed under Contract.. The Certificate of insurance must (as a minimum) include proof of \$1 million in General Liability, \$1 million in Automobile Liability, and proof of compliance with Workmen's Compensation for Colorado. Please note on "Exhibit C" that wording included on the "Special Items" and the language in the "Certificate Holder" block needs to be included in this exact format. (Your response to this RPQ must be accompanied by insurance certificates as referenced in this paragraph.)
14. The two (02) sets of Terms and Conditions attached to this RPQ (one set for Sole Proprietors and one for Corporations) would be the terms and conditions that would apply to any work authorized to pre-qualified Contractors. Please complete and sign the "Contractor" block on the Terms and Conditions that apply to your respective corporate status as a part of your response to this RPQ. As noted earlier, the specific scope of work for each contract effort awarded to a pre-qualified Contractor would be negotiated for each effort.
15. Please provide your firm's standard fully loaded hourly rate(s) (i.e. includes actual labor cost, overhead and profit) for each category of labor that is available through your firm. Propose rates that would be offered and available to Mesa County during the period from Jan. 1, 2008 through December 31, 2009.

Dated at:  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Name of Respondent)

By:

Title:

State of \_\_\_\_\_)

ss.

County of \_\_\_\_\_)

being duly sworn deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Public)

(Address)

My Commission Expires \_\_\_\_\_, 20\_\_.

**MESA COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

- 1) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by the Contractor pursuant to this contract and shall not start work under this contract until such insurance coverage has been obtained and approved in writing by the Contract Administrator.
  
- 2) The Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
  
- 3) All insurance policies required hereunder shall include a **thirty (30)** day notification of cancellation. In that the Contract's Contract Administrator will be notified in writing, **30** days prior to any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
  
- 4) Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County may be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.
  
- 5) All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception.
  
- 6) The Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to Mesa County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which the contractor is a resident).
  
  - B. Commercial General Liability, "**occurrence form**," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage.

C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

7) The policies required by paragraphs (B) and (C) above shall be endorsed to specify; **"Mesa County, it's officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Contractor, arising out of this Contract."** All certificates of insurance are to be submitted on standard **"ACCORD 25-S"** form. Please refer to **SAMPLE** certificate.

8) Depending on the nature and scope of the services to be provided under this Professional Services Agreement, additional insurance requirements may be specified by the County. Items listed below, which have been marked with an **"X"** are required of the Contractor by Mesa County as a condition of this Professional Services Agreement. The Contractor's initial, placed by the corresponding **"X"**, shall acknowledge the Contractor's compliance in meeting the specific insurance requirement(s).

Your  
Initial **X**

\_\_\_ \_\_\_ Commercial General Liability, **"claims made"** policy, with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition the Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

**OR**

2. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting means of a certificate of insurance or a copy of the endorsement itself.

\_\_\_ \_\_\_ PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Contract, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

\_\_\_ \_\_\_ EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

\_\_\_ \_\_\_ BUILDERS RISK INSURANCE must be in an amount equal to the

aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

- — BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.
- — Other insurance as required. If other insurance is required it will be included and referred to as **"EXHIBIT E."**

**STANDARD TERMS AND CONDITIONS  
FOR PORTFOLIO SUPPLIERS TO MESA COUNTY  
(CORPORATION/PARTNERSHIP)**

**Parties: Mesa County, Colorado (“County” herein),  
and \_\_\_\_\_ (“Contractor” herein):**

**Date:**

**WHEREAS, Contractor desires to be a pre-approved service supplier for the county;**

**WHEREAS, the parties wish to have elements of their relationship defined in writing, whether or not the Contractor is actually called upon to provide services to the County;**

**Therefore, the parties agree as follows:**

**1. When Mesa County desires the services of the Contractor, the County will notify Contractor of the specific services to be provided and task to be performed. The parties shall then negotiate the exact scope of work (“Work” herein) and contract amount and payment terms. After the work is agreed, the scope document, the insurance requirements previously agreed between the parties, and this document shall constitute the “Contract”.**

**2. Upon completion of the Work or termination or expiration of the agreement between the parties, Contractor shall immediately cease work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.**

**3. The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor’s expense, all necessary permits required by and governmental agency with jurisdiction.**

**4. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, and independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.**

**5. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.**

**6. This is a personal services contract on the part of the Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the County and any attempt to assign this Contract without the prior express written consent of the County shall render the Contract null and void with respect to the attempted assignee.**

**7. The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved by the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.**

**8. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgement in favor of the prevailing party for costs and reasonable attorney's fees.**

**9. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organization.**

**CONTRACTOR:**

**COUNTY OF MESA, COLORADO**

**By: \_\_\_\_\_**  
**Title**

**By:**  
**Title**

**STANDARD TERMS AND CONDITIONS  
FOR PORTFOLIO SUPPLIERS TO MESA COUNTY  
(SOLE PROPRIETORSHIP)**

**Parties: Mesa County, Colorado (“County” herein),  
and \_\_\_\_\_ (“Contractor” herein):**

**Date:**

**WHEREAS, Contractor desires to be a pre-approved service supplier for the county;**

**WHEREAS, the parties wish to have elements of their relationship defined in writing, whether or not the Contractor is actually called upon to provide services to the County;**

**Therefore, the parties agree as follows:**

**1. When Mesa County desires the services of the Contractor, the County will notify Contractor of the specific services to be provided and task to be performed. The parties shall then negotiate the exact scope of work (“Work” herein) and contract amount and payment terms. After the work is agreed, the scope document, the insurance requirements previously agreed between the parties, and this document shall constitute the “Contract”.**

**2. Upon completion of the Work or termination or expiration of the agreement between the parties, Contractor shall immediately cease work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.**

**3. The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor’s expense, all necessary permits required by and governmental agency with jurisdiction.**

**4. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, and independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.**

**5. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.**

**6. This is a personal services contract on the part of the Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the County and any attempt to assign this Contract without the prior express written consent of the County shall render the Contract null and void with respect to the attempted assignee.**

7. The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved by the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

8. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgement in favor of the prevailing party for costs and reasonable attorney's fees.

9. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organization.

10. Contractor represents that it is a sole proprietorship or individual. The County will make payment hereunder only in the trade or business name of the Contractor, and not to any individual.

11. The parties specifically agree that this Contract does not require the Contractor to work exclusively for the County. The County has no right to direct or control quality of the services contemplated herein.

12. Contractor shall not determine total services under this Contract by hourly rate or salary, but must perform the services for a fixed or contract rate.

13. DISCLOSURE STATEMENT: Contractor is not entitled to unemployment insurance benefits unless Contractor provides such unemployment insurance benefits for Contractor. Contractor is responsible for payment of federal and state income taxes on any monies paid to Contractor hereunder.

14. Contractor is free to set his own time for performance hereunder, but agrees that his performance shall meet the completion agreed between the parties, and will be within the hours, if any, established for the purpose of the Contractor's performance not interfering with the discharge of County functions.

CONTRACTOR: COUNTY OF MESA, COLORADO  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title Title

STATE OF COLORADO )  
COUNTY OF MESA )  
Subscribed and sworn to before me this \_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, for Mesa County, Colorado.  
Witness my hand and official seal.  
My commission expires:

Notary Public

STATE OF COLORADO )  
COUNTY OF MESA )  
Subscribed and sworn to before me this \_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_ Contractor. Witness my hand and official seal.  
My commission expires:

Notary Public