EXHIBIT A

Invitation for Bid

IFB- Asphalt Stockpile Crushing -2020-MN
Asphalt Stockpile Crushing 2020

Responses Due:
March 16, 2020 prior to 10:00AM
971 Coffman Rd Bldg. B
Whitewater, CO 81527

Owner’s Representative:
Matthew Nichols
Engineering Technician
Matthew.Nichols@mesacounty.us
Phone (970) 244-1673

This solicitation has been developed specifically to solicit competitive responses for the Asphalt Stockpile Crushing 2020, and may not be the same as previous Mesa County solicitations. All Bidders are urged to thoroughly review this solicitation prior to submitting. Submittal by FAX IS NOT ACCEPTIBLE for this solicitation.
Invitation for Bids

Asphalt Stockpile Crushing 2020

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Conditions
1. **Instructions to Bidders**

1.1. **Purpose:** Mesa County is soliciting competitive bids from qualified and interested companies to provide crushing and screening services for two separate stock piles of Asphalt Millings/Chunks as per the specifications stated in this solicitation. All dimensions and specifications should be verified by Bidders prior to submission of bids.

1.2. **The Owner:** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

1.3. **Delivery of Bids:** Bidder shall submit a copy of their bid in a sealed envelope marked “IFB-Asphalt Stockpile Crushing -2020-MN”, due date, and the bidder’s name clearly indicated on the envelope. Bids will be received by the Owner at 971 Coffman Rd. Bldg. B, Whitewater, CO, 81527 until 10:00AM on March 16, 2020. The proposal shall remain the property of Mesa County Public Works. The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Bidder as such will be treated as confidential by Mesa County (County) to the extent allowable in the Open Records Act.

1.4. **Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

1.5. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.

1.6. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the Mesa County Public Works website, [http://www.mesacounty.us/publicworks/bids/](http://www.mesacounty.us/publicworks/bids/).

1.7. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.

1.8. **Questions Regarding Specifications:** Any information relative to interpretation of Specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
1.9. **Addenda & Interpretations:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the Owner. Sole authority to authorize addenda shall be vested in the Owner's Representative. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the County's website at [http://www.mesacounty.us/publicworks/bids/](http://www.mesacounty.us/publicworks/bids/). The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided to bidders in written addendum form from the Owner's Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.

1.10. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.

1.11. **Prices:** In the event of a discrepancy between the prices stated in words and those in figures, the words shall control. In the event of a discrepancy between the unit prices and the extended prices, the unit prices shall prevail.

1.12. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.

1.13. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.

1.14. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
2. General Contract Conditions for Construction Projects

2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Bidder. Owner will provide the contract/purchase order. By executing the contract, the Bidder represents that he/she has familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

2.3. The Owner: The Owner is Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Bidder shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Bidder, and sub-Bidder, or any of their agents or employees, or any other persons performing any of the work. The authorized representative for this bid is Matt Nichols, PO Box 20,000-5025, Grand Junction, CO 81502, Matthew.Nichols@mesacounty.us, (970)-244-1673.

2.4. Bidder: The Bidder is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Bidder means the Bidder or his authorized representative. The Bidder shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Bidder shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Bidder shall not commence work without clarifying Drawings, Specifications, or Interpretations.
2.5. **Warranty:** The Bidder warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Bidder requesting such repairs or replacement, the Bidder should neglect to make or undertake with due diligence to the same, the Owner may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Bidder’s expense. The Bidder will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

2.6. **Permits, Fees, & Notices:** The Bidder shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Bidder observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Bidder performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

2.7. **Responsibility for Those Performing the Work:** The Bidder shall be responsible to the Owner for the acts and omissions of all his employees and all sub-Bidders, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

2.8. **Insurance Requirements:** The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Sub-Bidder of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation insurance is required by State law and is the responsibility of the Concessionaire to comply. Exemption from Worker Compensation may only be granted directly from the State of Colorado.
ONE MILLION DOLLARS ($1,000,000) each accident,
ONE MILLION DOLLARS ($1,000,000) disease - policy limit, and
ONE MILLION DOLLARS ($1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS ($1,000,000) each occurrence and
ONE MILLION DOLLARS ($1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include
coverage for bodily injury, broad form property damage (including completed
operations), personal injury (including coverage for contractual and employee acts),
blanket contractual, products, and completed operations. The policy shall include
coverage for explosion, collapse, and underground hazards. The policy shall contain
a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single
limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS ($1,000,000) each occurrence and
ONE MILLION DOLLARS ($1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred
as a result of the professional services performed as a result of responding to this
Solicitation.

With respect to each of Bidder’s owned, hired, or non-owned vehicles assigned to be
used in performance of the Work. The policy shall contain a severability of interests
provision. The policies required by paragraphs (a), (b), and (c) above shall be
endorsed to include the County, and the County’s officers and employees as
additional insureds. Every policy required above shall be primary insurance, and any
insurance carried by the Owner, its officers, or its employees, or carried by or
provided through any insurance pool of the Owner, shall be excess and not
contributory insurance to that provided by Bidder. No additional insured endorsement
to any required policy shall contain any exclusion for bodily injury or property damage
arising from completed operations. The Bidder shall be solely responsible for any
deductible losses under any policy required above.

2.9. **Indemnification:** The Bidder shall defend, indemnify and save harmless the Owner,
and all its officers, employees, insurers, and self-insurance pool, from and against all
liability, suits, actions, or other claims of any character, name and description brought
for or on account of any injuries or damages received or sustained by any person,
persons, or property on account of any negligent act or fault of the Bidder, or of any
Bidder’s agent, employee, sub-Bidder or supplier in the execution of, or performance
under, any contract which may result from proposal award. Bidder shall pay any
judgment with cost which may be obtained against the Owner growing out of such
injury or damages.
2.10. **Miscellaneous Conditions:** **Material Availability:** Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

2.11. **Uncovering & Correction of Materials:** The Bidder shall promptly correct all materials rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Bidder shall bear all costs of correcting such rejected materials, including the cost of the Owner's additional services thereby made necessary. All such defective or non-conforming materials under the above paragraphs shall be removed from the site where necessary and the materials shall be corrected to comply with the contract documents without cost to the Owner. The Bidder shall bear the cost of making good all materials of separate Bidders destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming materials, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Bidder.

2.12. **Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.

2.13. **Assignment:** The Bidder shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.

2.14. **Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.15. **Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and submitted as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either
approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

2.16. **Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.

2.17. **Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation.

2.18. **Employment Discrimination:** During the performance of any services per agreement with the Owner, the Bidder, by submitting a Bid, agrees to the following conditions:

2.18.1. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.18.2. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.

2.18.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.19. **Immigration Reform and Control Act of 1986 and Immigration Compliance:** The employer certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.20. **Ethics:** The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.21. **Failure to Deliver:** In the event of failure of the Bidder to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Bidder responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
2.22. **Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.23. **Force Majeure:** The Bidder shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Bidder, unless otherwise specified in the contract.

2.24. **Independent Bidder:** The Bidder shall be legally considered an Independent Bidder and neither the Bidder nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Bidder, its servants, or agents. The Owner shall not withhold from the contract payments to the Bidder any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Bidder. Further, the Owner shall not provide to the Bidder any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

2.25. **Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

2.26. **Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

2.27. **Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

2.28. **Patents/Copyrights:** The Bidder agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Bidder for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

2.29. **Remedies:** The Bidder and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.30. **Venue:** This Agreement 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 judgment in favor of the prevailing party for costs and reasonable attorneys’ fees.

2.31. **Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

2.32. **Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

2.33. **Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the Board of County Commissioners from this fiscal year only. *State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.* Anticipated expenditures/obligations beyond the end of the current Owner’s fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

2.34. **Availability of Funds:** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate this Contract immediately without further liability.

2.35. **Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

NOTE: This Invitation for Bid is to solicit fixed unit of measure pricing for the service of crushing stock piled asphalt millings/chunks. The bids received from interested and qualified suppliers shall be evaluated and ranked independently for the County. One contract will be awarded to the lowest and responsible bidder. This process and awarded contract is for the purpose of establishing firm fixed unit of measure pricing from those who submit bid responses. All suppliers submitting bid responses acknowledge and agree to maintaining their submitted bid pricing throughout the contract period (90 Days).

Mesa County Specifications

3.1. Product Specifications:

3.1.1. Provide a crushing operation able to be mobilized to the location of the Owners milling/chunks stock piles, and provide the crushed asphalt product desired by the Owner.

3.1.1.1. Crushed asphalt must meet either One Half Inch Minus (1/2" Minus) or Three Quarter Inch Minus (3/4" Minus) size specification. Owner holds the option to choose either size based on location and to have separate quantities of different sizes at each location.

3.1.1.2. Quantities Desired: At the Whitewater yard; provide \( \approx 1,500 \) cubic yards of Three Quarter Inch Minus (3/4" Minus) crushed asphalt and the remainder \( \approx 7,460 \) cubic yards as One Half Inch Minus (1/2" Minus) crushed asphalt. At the 19 ½ Rd yard; provide all the available stock pile (\( \approx 2,466 \) cubic yards) as One Half Inch Minus (1/2" Minus) crushed asphalt.

3.2. Special Conditions & Provisions:

3.2.1. QUANTITIES: Mesa County is estimating 8960 cubic yards of asphalt millings/chunks available for crushing at the Whitewater campus and 2466 cubic yards of asphalt millings/chunks at the 19 ½ Rd campus at the time of this contract being released to bid. Variation of quantity may increase or decrease.

3.2.2. Location: Milling stock piles are located at the Whitewater shop located at 971 Coffman Rd Whitewater, Co 81527 and 916 19.50 Rd Fruita, Co 81521.
3.2.3. **INSPECTION:** The County may conduct in-house or independent testing to verify supplier conformance to specifications. Material not conforming to the owner's specifications shall be removed or reprocessed at supplier's expense until the material meets the specifications required in the contract documents.

3.2.4. **ESTIMATED QUANTITIES:** The quantities indicated in this Invitation for Bid are estimates at the time of the invitation and may increase or decrease. Variation and quantities of material may increase or decrease based on available funds. Owner is not tied to the total quantities shown and may choose to stop production at any time.

3.2.5. **MINIMUM ORDER QUANTITIES:** The bidder shall not establish a minimum order quantity for items under contract.

3.2.6. **TERM OF CONTRACT:** The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period which is March 23, 2020 to June 22, 2020.

3.2.7. **CONTRACT:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the County's Purchasing Department's acceptance of the bid by "Notice of Award", "Contract", or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contact amendment signed and approved by and between the duly authorized representative of the bidder and the County Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2.8. **REJECTION OF MATERIALS:** Mesa County reserves the right to refuse processed materials due to product flaws and/or not meeting specifications. Judgment of non-conformity will be at the discretion of the Mesa County Project Coordinator.
3.2.9. PAYMENT/INVOICE: Payment terms listed on bid form, receipt, inspection and acceptance of materials and/or services are described in the bid specifications.

3.3. IFB Tentative Time Schedule:

- Request for Proposal available: March 2, 2020
- Inquiry deadline: March 9, 2020
- Addendum Posted (if required): March 10, 2020
- Submittal deadline for proposals: March 16, 2020
- Board of County Commissioners Approval: March 23, 2020 (estimate)
- County Contract(s) execution: March 23, 2020
4. Bidder's Bid Form

Bid Date: ______________________________


Bidding Company: ______________________________

Name of Authorized Agent: ______________________________

Email: ______________________________

Telephone: ______________ Address: ______________________________

City: ______________ State: ______________ Zip: ______________

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bidder's Bid Form is a part.

The undersigned Bidder does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

Submittal of this offer will be taken by the Owner as a binding covenant that the Bidder will be prepared to complete the project requirements in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Bidder acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: __________.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: ______________________________

Authorized
Signature: ______________________________

Title: ______________________________
PRICE BID SCHEDULE:
IFB-Asphalt Stockpile Crushing-2020-MN Asphalt Stockpile Crushing 2020

MESACA COUNTY

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Location</th>
<th>Description</th>
<th>Unit Price</th>
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<td>½ inch crushed millings</td>
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<td>Whitewater</td>
<td>¾ inch crushed millings</td>
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<td>Yard</td>
<td>19 ½</td>
<td>½ inch crushed millings</td>
<td></td>
</tr>
</tbody>
</table>

Item 1 Unit Price Written: 

Item 2 Unit Price Written: 

Item 3 Unit Price Written: 

- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of ________ percent of the net dollar amount will be offered to the Owner if the invoice is paid within ________ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: 

Authorized
Signature: 

Title: 

- 16 -
EXHIBIT B

EXAMPLE CONTRACT FOR THE SALE OF GOODS

This Contract, entered into this ____ day of ________________, 20____, by and between Mesa County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners ("County" herein), and _______ ________________________ ("Seller" herein):

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Seller shall produce and make available for use by the County Crushed Asphalt Millings/Chunks of Varies Desired Denominations, ("Material") as further set forth in "Bidder’s Bid Form", attached hereto as Exhibit "A" and incorporated herein by this reference.

2. The Seller shall accept as compensation for the product/materials and requirements specified in Exhibit A, the Unit Per Cubic Yard Price of Whitewater ½" Crushed Asphalt: _________________________, the Unit Per Cubic Yard Price for Whitewater ¾” Crushed Asphalt: _________________________, and the Unit Per Cubic Yard Price for 19 1/2 Rd ¼” Crushed Asphalt: _______________________. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items, completed and accepted by County at the unit prices quoted in Exhibit A. The amount of the Contract Price is and has heretofore been appropriated by the Mesa County Board of County Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive by County. The County shall not issue a Change Order or other written directive which requires additional product/materials unless and until the County provides Seller written assurance that lawful appropriations to cover the costs of the additional product/materials have been made.

3. The Seller shall not establish a minimum order quantity for items under this Contract.

4. The County will conduct in-house and independent testing to verify Seller conformance to specifications. Material not conforming to the required specifications shall be removed at Seller’s expense and replaced with material that meets the specifications contained in the contract documents as further provided herein.

5. Contract Administrator for the Seller is:

Matt Nichols – Engineering Technician, Mesa County Road and Bridge Department

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6. The term of this Contract shall be from March 23, 2020 to June 22, 2020. This Contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the right to renew the contract for 4 (four) additional one (1) year periods, or any portion thereof. If the option for the renewal is exercised by the County, the Seller shall agree, in writing, to the prices for the renewal period.

7. The County reserves the right to refuse processed materials due to product flaws and/or not meeting specifications. Judgement of non-conformity will be at the discretion of the Mesa County Project Coordinator.

8. The Contract documents shall consist of: (1) this Contract and any attached Exhibits; (2) the IFB and any amendments thereto; (3) Seller (bidder)'s response to the IFB; (4) clarification of the bid, if any; and (5) the County's Purchasing Department's acceptance of the bid by “Notice of Award,” “Contract,” or by “Purchase Order.”

9. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "D", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.

10. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Seller shall be paid for all satisfactory work accomplished and/or material obtained pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Seller shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Seller under the terms of this Contract. This paragraph shall survive termination of this contract.

11. This Contract is subject to all terms and conditions set forth in the attached Exhibit "E", Standard Terms and Conditions, incorporated herein by this
reference.

COUNTY OF MESA, COLORADO

By: ________________________________

CONTRACTOR
(NAME OF CORPORATION OR PARTNERSHIP)

By: ________________________________

Printed Name, Title

Updated Feb 2020
EXHIBIT C

IMMIGRATION COMPLIANCE REQUIREMENTS AND
CERTIFICATION BY CONTRACTOR

The Contractor acknowledges that the Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program administered by the United States Social Security Administration and Department of Homeland Security ("Basic Pilot Program") that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the Basic Pilot Program prior to entering into a public contract for services, that the Contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the Basic Pilot Program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

   A. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor 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 pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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.

6. The Contractor is required to comply with any reasonable request by the Colorado State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority
established in C.R.S. § 8-17.5-102(5).

7. If the Contractor violates a provision of the public contract for services required herein, Mesa County, Colorado ("County"), may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if the Contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether the Contractor is complying with the provisions of a public contract for services. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether the Contractor is complying with the provisions of a public contract for services. The Department shall receive complaints of suspected violations of a provision of a public contract for services and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.

Dated this ______ day of ____________________, ______.

CONTRACTOR:

By: ______________________________

Signature

_______________________________

Name and Title
EXHIBIT D

MESA COUNTY

CONTRACT FOR THE SALE OF GOODS

INSURANCE REQUIREMENTS

1. Seller agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Board’s Contract Administrator.

2. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Board and the Board’s Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

3. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Board or Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.

4. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Board and 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 Board grants specific approval for an exception.

5. Seller shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Board. 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.

   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. In addition Seller 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 period

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endorsement by means of a certificate of insurance or a copy of the endorsement itself.

6. The policies required by paragraph (B) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Seller, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form.
EXHIBIT E

MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
STANDARD CONDITIONS

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

2. In the performance of work under this Contract, the Seller shall be deemed to be, and is, an 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 and/or material provided. As an independent contractor, Seller 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.

3. 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 Seller and any subSellers 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 Seller and any subSellers shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

4. 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.

5. The County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Seller's books with regard to this Contract, and the Seller shall retain its books and records for the required period.

6. This is not an exclusive Contract. The County may, at its sole discretion, contract with other entities for work and/or materials similar to that to be performed and/or provided by the Seller hereunder. Seller may contract to perform similar work and/or provide similar materials for others, and is not expected to work exclusively for County.

7. 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 judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

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

9. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

10. Persons signing as or on behalf of Seller represent by their signature that the person signing is fully authorized to so sign this Contract and that the Seller has taken all steps necessary that the signature is binding upon the Seller.

11. The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the County if Seller fails to perform or comply as required.

12. (For Contracts which may be extended): SELLER MUST INITIAL: ________________. Seller grants to County the right to extend the term of this Contract for __________ consecutive, __________ periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at Mesa County Board of County Commissioner's sole and unfettered discretion. The Board shall notify Seller in writing by December 1 of each year of Mesa County's intent to exercise the right to renew for the succeeding year.

13. Seller shall, to the extent permitted by law, indemnify, save, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of action of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Seller or the subSeller, if any, or their respective employees and agents, or a party indemnified hereunder. Seller further agrees that its obligations to the County under this paragraph include claims against the County by Seller's employees whether or not such claim is covered by workers compensation. Seller expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or
groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.

14. **Conformance with Law:** The Seller shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Seller shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

15. The Seller certifies that the Seller shall comply with the provision of CRS 8-17.5-101 et seq. The Seller shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subSeller that fails to certify to the Seller the subSeller shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Seller represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Employment Verification Program administered by the Social Security Administration and Department of Homeland Security or any employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. 8-17.5-102(5)(c)(i), and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Seller shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Seller fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Seller shall be liable for actual and consequential damages to the County.

A Seller that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Seller (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Seller that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

16. **By signing this Agreement, the Seller agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A—Notification of Immigration Compliance Requirements and Certification by Seller, incorporated herein by reference and attached hereto.**
NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY SELLER

Seller acknowledges that Seller has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

1. The Seller shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subSeller that fails to certify to the Seller that the subSeller shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Seller has verified or attempted to verify through participation in the Employment Verification Program administered by the Social Security Administration and Department of Homeland Security or any employment verification program established by the Colorado Department of Labor and Employment (“Verification Programs”) pursuant to C.R.S. 8-17.5-102(5)(c)(I) that the Seller does not employ any illegal aliens and, if the Seller is not accepted into the Verification Programs prior to entering into a public contract for services, that the Seller shall apply to participate in the Verification Programs every three months until the Seller is accepted or the public contract for services has been completed, whichever is earlier;

4. The Seller acknowledges that the Seller is prohibited from using the Verification Programs to undertake pre-employment screening of job applicants while the public contract for services is being performed;

5. If the Seller obtains actual knowledge that a subSeller performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Seller shall be required to:

   A. Notify the subSeller and the contracting state agency or political subdivision within three days that the Seller has actual knowledge that the subSeller is employing or contracting with an illegal alien; and

   B. Terminate the subcontract with the subSeller if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subSeller does not stop employing or contracting with the illegal alien; except that the Seller shall not terminate the contract with the subSeller if during such three days the subSeller provides information to establish that the subSeller has not knowingly employed or contracted with an illegal alien.
6. Seller is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Seller violates a provision of the public contract for services required herein, the County may terminate the contract for a breach of the contract. If the contract is so terminated, the Seller shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a Seller violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Seller, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Seller shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provisions of the public contract for services required pursuant to C.R.S. 8-17.5-102(2). An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a Seller is complying with the provisions of a public contract for services required pursuant to C.R.S. 8-17.5-102(2). The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Seller is complying with the provisions of a public contract for services required pursuant to C.R.S. 8-17.5-102(2). The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Seller is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.

Dated this _______ day of ________________, ________.

SELLER:

By: ______________________________

Signature

______________________________

Name and Title

5 Updated Oct 2019