EXHIBIT A

Request for Proposal
RFP-Dust Control-2020-HC

MESA COUNTY DUST CONTROL

Responses Due:
May 14, 2020 prior to 2:00 P.M.
971 Coffman Rd Bldg. B
Whitewater, CO 81527

Owner’s Representative:
Heather Conder, Administrative Assistant
heather.conder@mesacounty.us
Phone (970) 244-1807

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous Mesa County solicitations. All Offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by FAX OR EMAIL IS NOT ACCEPTABLE for this solicitation.
Request for Proposal

MESA COUNTY DUST CONTROL

Table of Contents

Exhibit A  Request for Proposal
  Section 1  Administrative Information and Conditions for Submittal
  Section 2  General Contract Terms and Conditions
  Section 3  Insurance Requirements
  Section 4  Specifications/Scope of Services
  Section 5  Preparation and Submittal of Proposals
  Section 6  Evaluation Criteria and Factors
  Section 7  Proposal Structure
  Section 8  Solicitation Response Form

Exhibit B  Example Contract

Exhibit C  Notification of Immigration Compliance Requirements and Certification By Contractor

Exhibit D  Insurance Requirements

Exhibit E  Professional Services Agreement Standard Conditions

Exhibit F  Road Segments to be Sprayed

Exhibit G  Districts Map
1. Administrative Information and Conditions for Submittal

1.1. Purpose: The Public Works Department, Division of Transportation of Mesa County, Colorado is requesting competitive proposals from qualified and interested companies for RFP-Dust Control-2020-HC Mesa County Dust Control (“RFP”). Any Offeror seeking to be selected shall submit a proposal in compliance with the RFP. All details for scope of services should be verified by Offerors prior to submission of proposals.

1.2. Key RFP Terms:

1.2.1. The Owner: The “Owner” is Mesa County, Colorado and is referred to throughout this RFP. The term “Owner” or “County” means the Owner or the Owner’s authorized representative.

1.2.2. The Offeror: The “Offeror” is the person or organization that submits a proposal under this RFP for consideration by the Owner for Award of the Contract. The term “Offeror” means the Offeror or his authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. The Offeror shall not commence Services without clarifying any discrepancies.

1.2.3. Contract: The “Contract” is the binding agreement between the Owner and Offeror that is selected by the Owner that results from the RFP process. An example Contract is located in Exhibit B. The terms of the Contract are finalized after the Owner makes the final selection of the proposal under the terms of this RFP. Both parties execute the Contract by signature. The terms of Contract supersede all other Contract Documents. The Contract incorporates by reference this RFP as well as other Exhibits necessary to define the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.

1.2.4. Contract Documents: The Contract, RFP, and Offeror’s proposal compose the “Contract Documents”. Copies of the RFP documents can be obtained from the Mesa County Public Works website, http://www.mesacounty.us/publicworks/bids/. After the Owner approves the Contract, the Contract Documents can be obtained from the Mesa County website, www.mesacounty.us.

1.2.5. The term “Services” includes all labor, materials, equipment, and/or services necessary to perform the work required by the Contract Documents.
1.2.6. The term “District” refers to an area in the County as determined by Mesa County Department of Transportation. The County is currently divided into three Districts, A, B, and C as displayed in Exhibit G.

1.2.7. A “District Manager” is an employee of Mesa County Department of Transportation in charge of the maintenance of the roads in their District. A District Manager is responsible for all decisions regarding dust control on gravel roads for their respective District. Contact information for each District Manager shall be provided at the time of the Contract award.

1.3. RFP Schedule:

- Opening date for acceptance of proposals: April 27, 2020
- Inquiry deadline, no questions after this date: May 6, 2020
- Addenda Issued no later than: May 7, 2020
- Submission deadline for proposals: May 14, 2020 at 2:00 P.M. MST
- Board of Commissioners Approval: May 25, 2020

1.4. Compliance: All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this RFP which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Owner prior to the date and time of the submittal deadline shown in this RFP.

1.5. Electronic Signatures: Electronic signatures and copies of signatures shall be legally binding with the same force and effect as manually executed signatures.

1.6. Submission of Proposals: Please refer to Section 5 for what is to be included. Each proposal shall include one (1) hard copy placed in a sealed envelope and marked clearly on the outside “RFP-Dust Control-2020-HC MC Dust Control”, “Due Date: May 14, 2020”, and the Offeror’s name. Proposals will be received by the Owner at 971 Coffman Rd. Bldg. B, Whitewater, CO, 81527 until 2:00 PM on May 14, 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 RFP. Late proposals will not be considered.

1.7. Proposal Alterations: Any alterations or amendments to proposals already submitted may be delivered to the Owner by the submission deadline. Any alterations or amendments to a proposal must be initialed by the signer of the original proposal. Proposals cannot be altered or amended after the submission deadline.

1.8. Late Proposals: Proposals received after the Submission deadline will be considered non-responsive and not accepted.
1.9. Discovery of Errors: Matters of form rather than substance that are evident form the face of the proposal, such as minor errors and irregularities by Offerors, are waivable or correctable at the Owner’s discretion, as long as:

1.9.1. There is no material variation from the original requirements definition, specifications, scope of work, or deliverable; and
1.9.2. The error or irregularity does not impact the quality, delivery, quantity, performance, price, or the Offeror’s ability to comply with the fulfillment conditions; and
1.9.3. The error or irregularity would not restrict or impact the open, fair, and competitive nature of the acquisition; and
1.9.4. The waiver or correction is in the best interests of the Owner.

1.10. Mathematical Errors: In the event of a discrepancy between unit price and the mathematical products of the unit price and the estimated quantities in the schedule, the unit price shall govern. In the event the mathematical products of the unit price and the estimated quantities in the schedule is not shown, the unit price and quantity will be used. The Owner may require the Offeror to give the Owner written verification of the matter and make the appropriate adjustments.

1.11. Withdrawal of Proposal: A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the Submittal deadline or prior to the date of Award, whichever is sooner. The Offeror so agrees upon submittal of their proposal. After Award this paragraph is not applicable.

1.12. Award: The Owner reserves the right to make the award on the basis of the offer deemed most favorable to the Owner, to waive any formalities or technicalities, and to reject any or all offers for any reason.

1.13. Acceptance of Proposal Content: The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a Contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.

1.14. Printed Form for Price Proposal: All Price Proposals must be made upon the Solicitation Response Form given in Section 8 of this RFP, and should give the amounts both in words and in figures, and must be signed and acknowledged by the Offeror.

1.15. Exclusions: No oral, telephonic, emailed, or facsimile proposals will be considered.

1.16. Examination of Statement of Services: Offerors shall thoroughly examine and be familiar with the project Scope of Services/Specifications. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his proposal. The submission of a proposal shall be taken as evidence of compliance with this section.
1.17. **Questions Regarding Scope of Services/Specifications:** Any information relative to interpretation of Scope of Services/Specifications shall be requested of the Owner, in writing via email, by the deadline set for inquiries.

1.18. **Addenda & Interpretations:** All questions shall be submitted in writing to the Owner’s Representative by the Inquiry deadline noted in this RFP. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP 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 in written addendum form from the Owner’s Representative. Offerors shall acknowledge receipt of all addenda in their proposal.

1.19. **Taxes:** The Owner is a political subdivision of the State of Colorado and thus exempt from sales and use taxes and federal excise tax. Therefore all fees shall not include taxes. Colorado Tax exempt No. 98-04241.

1.20. **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.

1.21. **Confidential Material:** All materials submitted in response to this RFP 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 placed in a separate envelope 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 Purchasing Supervisor. If denied, the Offeror 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 proposal shall be considered confidential or proprietary.

1.22. **Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the Offeror at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the Section 1.21 entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
1.23. **Open Records:** All proposals shall be open for public inspection after the contract is awarded. Only trade secrets and confidential information contained in the proposal that are identified as such by Offeror shall be treated as confidential by the Owner to the extent allowable under Colorado’s open records laws.

1.24. **Protests:** Protests may only be filed by an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The protest shall be submitted in writing to the Chief Financial Officer of Mesa County within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto, which is generally when a Notice of Intent to Award decision letter is received by Offerors, provided that the protest is received by Mesa County’s Chief Financial Officer prior to the County finalizing a contract with the selected Offeror.

1.25. **Collusion Clause:** Each Offeror by submitting a proposal 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 proposals shall be rejected if there is evidence or reason for believing that collusion exists among Offerors. The Owner may, or may not, at the discretion of the Owner’s Representative, accept future proposals for the same services or commodities from participants in such collusion.

1.26. **Public Disclosure Record:** If the Offeror has knowledge of their employee(s) having an immediate family relationship with an Owner employee or elected official, the Offeror 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.

1.27. **Public Opening:** Proposals will be received and documented at the Mesa County Division of Transportation, 971 Coffman Rd. Bldg. B, Whitewater, CO, 81527, Conference Room, 2nd Floor, immediately following the Submission deadline. Offerors, their representatives and interested persons may be present. Only the names and locations of the proposing Offerors will be disclosed.

1.28. **Procurement Policy:** This RFP is subject to the Mesa County Procurement Policy as of the date of RFP availability. A copy of the policy is available on the Mesa County website, located at [http://www.mesacounty.us/publicworks/bids/](http://www.mesacounty.us/publicworks/bids/).
2. General Contract Terms and Conditions

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic or electronic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Offeror. Owner will provide the contract. By executing the contract, the Offeror represents that they have familiarized themselves with the local conditions under which the Services are to be performed, and correlated their 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, services and other items necessary for the proper execution and completion of the scope of services 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.

2.3. Warranty: The Offeror warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all services will be of good quality, free from faults and defects and in conformance with the Contract Documents. All services not so conforming to these standards may be considered defective. If required by Owner, the Offeror shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Offeror requesting such repairs or replacement, the Offeror should neglect to make or undertake with due diligence to the same, the County may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Offeror's expense. The Offeror will also bear the expenses of making good all services of others destroyed or damaged by the correction, removal or replacement of his defective services.

2.4. Permits, Fees, & Notices: The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror 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 Offeror performs any services knowing it to be contrary to such laws,
ordinances, rules and regulations, and without such notice to the Owner, the Offeror shall assume full responsibility and shall bear all costs attributable.

2.5. **Responsibility for Those Performing the Services:** The Offeror shall be responsible to the Owner for the acts and omissions of all his employees, and all other persons performing any of the services under a contract with the Offeror.

2.6. **Cleanup:** The Offeror at all times shall appropriately dispose of all waste materials and rubbish generated by the performance of the Contract.

2.7. **Time:** The “Contract Time” is the period of time allotted in the Contract Documents for completion of the services. The date of commencement of the services is the date established in a Notice to Proceed. The term of the Contract is one (1) year from the execution of the Contract by both parties.

2.8. **Progress & Completion:** The Offeror shall work with the Owner to schedule dates to begin services, and shall carry the services forward expeditiously with adequate forces and shall complete it within the Contract Time.

2.9. **Payment & Completion:** Upon receipt of the written notice that the services are ready for final inspection and acceptance and upon receipt of application for payment, the Owner will promptly make such inspection and, when the Owner finds the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

Partial payments shall be made as the Services progress. Applications for partial payment shall be prepared by the Offeror in the form of an invoice.

All material and services covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all the terms of the Contract.

It is the intent of the County, to make payment for partial payments in a timely manner as follows:

a) The Offeror shall submit his invoice not later than the first day of the month.

b) The Owner’s Representative will, within 15 days after receipt of the invoice, submit the invoice to Mesa County’s Finance Department for payment along with a recommendation for payment, noting any changes.

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

2.11. **Professionalism.** The Offeror shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Offeror's expense, all necessary permits required by any governmental agency with jurisdiction.

2.12. **Protection of Persons & Property:** The Offeror shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Offeror shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Offeror in the execution of the services, or in consequence of the non-execution thereof by the Offeror, the Offeror shall restore, at the Offeror's expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

2.13. **Audit:** The Owner, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Offeror's books with regard to the Contract, and the Offeror shall retain its books and records for the required period.

2.14. **Exclusivity:** This is not an exclusive Contract. The Owner may, at its sole discretion, contract with other entities for work similar to that to be performed by the Offeror hereunder. Offeror may contract to perform similar work for others, and is not expected to work exclusively for Owner.

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

2.16. **Changes in the Services:** The Owner, without invalidating the Contract, may order changes to the Contract such as changes in the services within the general scope of the contract consisting of additions, deletions and/or other revisions. All such changes in the services shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum.
or the contract time. Refer to the current Mesa County Procurement Policy for change order amount thresholds that require approval by the Board of County Commissioners.

2.17. **Claims for Additional Cost or Time:** If the Offeror wishes to make a claim for an increase in the contract sum or an extension in the Contract Time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Offeror before proceeding to execute the services, except in an emergency endangering life or property in which case the Offeror shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

2.18. **Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

2.19. **Uncovering & Correction of Services:** The Offeror shall promptly correct all services rejected by the Owner as defective or as failing to conform to the Contract Documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner’s additional services thereby made necessary. The Owner shall give such notice promptly after discovery of defect. All such defective or non-conforming Services shall be corrected to comply with the contract documents without cost to the Owner. If the Owner prefers to accept defective or non-conforming services, he may do so instead of requiring a 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 Offeror.

2.20. **Acceptance Not Waiver:** The Owner’s acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of their present responsibility to maintain the high quality, integrity and timeliness of his or her services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under the Contract, or of any cause of action arising out of performance under the Contract.

2.21. **Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing.

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

2.24. **Compliance with Laws:** The Offeror must comply with all federal, state, county and local laws, including those laws governing or covering the type of services stated herein. The Offeror must comply with all ADA (Americans with Disabilities
Act) requirements. Offeror hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

2.25. **Other Compliance:** No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Owner, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any Owner contract, or that may be deemed irresponsible or unreliable by the Owner.

2.26. **Debarment/Suspension:** The Offeror hereby certifies that the Offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.

2.23. **Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.

2.24. **District Manager:** The District Managers make all decisions regarding the application schedule in their respective Districts on behalf of the Owner. The District Managers shall decide when and how Services are to be provided within the Contract Time. The District Managers shall be responsible for approval and/or acceptance of any related performance of the Scope of Services/Specifications.

2.25. **Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) Offeror and Owner complete all obligations pursuant to the Contract; (2) the Owner has insufficient funds for remaining service and product obligations not yet completed by the Offeror; (3) for convenience terminated by either party with a written Notice of Cancellation. Any termination for convenience by either party must give at least 30 days advance notice prior to termination. Any warranty or indemnification provisions of the Contract shall survive the termination of the Contract.

2.26. **Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a proposal, agrees to the following conditions:

2.26.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2.26.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.26.3. 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.

2.32. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror 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). The Offeror certifies that the Offeror shall comply with the provision of CRS 8-17.5-101 et seq. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Offeror the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Offeror represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Offeror 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 Offeror fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the Owner may terminate this contract for breach and the Offeror shall be liable for actual and consequential damages to the Owner.

An Offeror that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Offeror (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), an Offeror 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.

The Offeror certifies that it is in compliance and should the Offeror be awarded the Contract, will remain in compliance with Exhibit C of this RFP – Notification of Immigration Compliance Requirements and Certification By Contractor, attached hereto and incorporated by reference herein. For the purposes of Exhibit E Addendum A, the term “Contractor” refers to the Offeror.
2.33. **Conflict of Interest:** No Mesa County public official and/or Owner employee shall have interest in any contract resulting from this RFP.

2.34. **Ethics:** The Offeror 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.

2.35. **Failure to Deliver:** In the event of failure of the Offeror 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 Offeror 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.

2.36. **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.

2.37. **Force Majeure:** The Offeror 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 Offeror, unless otherwise specified in the contract.

2.38. **Indemnification:** Offeror shall, to the extent permitted by law, indemnify, save, and hold harmless the Owner, 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 actions of every kind and character, in connection with, directly or indirectly, the Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Offeror or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Offeror further agrees that its obligations to the Owner under this paragraph include claims against the Owner by Offeror's employees whether or not such claim is covered by workers compensation. Offeror expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner 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.

2.39. **Miscellaneous Conditions:** **Material Availability:** Offerors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposal. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All Offerors 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.

2.40. **Independent Contractor:** The Offeror shall be legally considered an independent contractor and neither the Offeror 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 Offeror, its servants, or agents. As an independent contractor, Offeror shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the activities under the Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance tax, and any other taxes or license fees required. Further, the Owner shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

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

2.42. **Ownership:** All plans, prints, designs, concepts, etc. generated in the performance of the Contract shall become the property of the Owner.

2.43. **Patents/Copyrights:** The Offeror 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 Offeror 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 RFP. Offeror assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the Owner has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Offeror may copyright such, but the Owner reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

2.44. **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 substantially prevailing party for costs and reasonable attorneys’ fees.
2.45. **Expenses:** Expenses incurred in the preparation, submission and presentation of a proposal under this RFP are the responsibility of the Offeror and cannot be charged to the Owner.

2.46. **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.

2.47. **Non-Appropriation of Funds:** Funds for payment have been provided through the Owner’s budget approved by the Board of County Commissioners for the stated 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.

2.48. **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.

2.49. **Gratuiites:** The Offeror certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Offeror breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

2.50. **OSHA Standards:** All Offerors 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.

2.51. **Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of the Contract.

2.52. **Default:** The Owner reserves the right to terminate the Contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

2.53. **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 RFP. The quantities
furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The 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.

2.54. **Term of Contract:** The initial contract term shall be for one (1) year from the start date of the contract. The awarded Offeror and the Owner agree that this proposal or subsequent contract may, upon mutual agreement of the Offeror and the Owner, be extended under the terms and conditions of the contract for four (4) additional, one (1) year contract renewal periods, contingent upon the applicable fiscal year funding. Should the County choose to renew any contract periods, each renewal shall be for a calendar year from January 1st – December 31st.

By submitting a response to this RFP, the Offeror agrees and understands that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Owner may terminate all or part of the Contract without further liability.

2.55. The Offeror shall comply with any additional requirements given in Exhibit E, Mesa County Professional Services Agreement Standard Conditions, of this RFP attached hereto and incorporated by reference.
3. **Insurance Requirements**

3.1. **Insurance Requirements:** The selected Offeror 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 Offeror pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Offeror 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.

Offeror shall procure and maintain and, if applicable, shall cause any Sub-Offeror of the Offeror 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 Offeror 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 to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Contract, and Employers' Liability insurance with minimum limits of:

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 Offeror against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Offeror's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. 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 Owner and the Owner'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 Offeror. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Offeror shall be solely responsible for any deductible losses under any policy required above.

3.2. **Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner'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 Offeror. The Offeror shall be solely responsible for any deductible losses under any policy required above.

3.3. Offeror shall also comply with any requirements given in Exhibit E, Mesa County Professional Services Contract Insurance Requirements, of this RFP, attached hereto and incorporated by reference.
4. **Scope of Services/Specifications**

4.1. **Mesa County Government Overview**

Mesa County was incorporated in 1883, is a statutory County, defined as a service arm of the State of Colorado and derives its elected official structure and its powers from the State through enabling legislation. The three-member Board of County Commissioners serves as the legislative, policy-making, and administrative body governing the unincorporated area of the County. The commissioners are elected at large from one of three geographical districts and serve staggered four-year terms and are term-limited to two consecutive terms.

Located in western Colorado, Mesa County is positioned in a river valley surrounded by four contrasting natural landmarks; the Colorado National Monument, the Uncompahgre Plateau, the Bookcliffs and the Grand Mesa National Forest. These natural wonders provide diverse and abundant year round recreational activities; including winter skiing, mountain biking, fishing, camping, and hiking. A mild climate combined with the confluence of the Gunnison and Colorado Rivers create a fertile agricultural region producing a wide variety of produce and fruit.

The County encompasses 3,309 square miles, with 72% of the County being publicly owned and primarily managed by the US Forest Service and Bureau of Land Management. The County seat, the City of Grand Junction, is the largest city in western Colorado and is approximately 250 miles west of Denver. Mesa County boundaries also include the municipalities of Fruita, Palisade, Collbran and Debeque. The Grand Junction area serves as a health care provider, cultural event center, banking and retail trade hub for the large geographical area of western Colorado and eastern Utah.

The County has an approximate population of 152,357 and expects to experience an average population growth of 1.8% resulting in an estimated population of 209,523 in 2034. Roughly 50% of the County’s 2016 population is between the ages of 25-64.

Detailed information in regards to Mesa County Government and its finances can be found in the Annual Budget Book, the Comprehensive Annual Financial Report and the County monthly performance reports. These reports, as well as other economic indicators, can be viewed at http://www.mesacounty.us/finance.

4.2. **General**: Dust control in Mesa County is required once a year.

4.3. **Project Description**: Per Exhibit F, there are 88.46 miles of roads in Mesa County using a maximum amount of approximately 407,000 gallons of dust control this year.

4.3.1. **Offerors shall provide the price of dust control on a per gallon basis with product application.**
4.3.2. The awarded Offeror shall provide the trucks and all equipment necessary to apply the product on approximately 89 miles of road throughout Mesa County.

4.3.3. The dust control product is Earthbind or an approved equivalent dust palliative to provide maximum dust control on County roads. It shall consist of an asphalt base stabilizer and emulsifier, water, and other enhancement or non-detrimental ions. The chemical analysis shall conform to the following: The product shall be non-chloride, non-corrosive, penetrating and water resistant; specifically engineered for gravel road dust control and stabilization. Mixture must be a homogenous and polymerized mixture before shipment, unless otherwise specified by the County representative, and comply with the following table of specifications;

<table>
<thead>
<tr>
<th>Tests on Base Asphalt</th>
<th>Test Method</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penetration @ 25°C, (77°F), 100g, 5s dmm</td>
<td>ASTM D5</td>
<td>80  150</td>
</tr>
<tr>
<td>Softening Point, Ring and Ball (°F/°C)</td>
<td>ASTM D36</td>
<td>100/37 115/46</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tests on Emulsion</th>
<th>Test Method</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saybolt viscosity @ 25°C (77°F), SFS</td>
<td>ASTM D7496</td>
<td>100  300</td>
</tr>
<tr>
<td>Storage stability, 5 day, %</td>
<td>ASTM D6930</td>
<td>-  5</td>
</tr>
<tr>
<td>Sieve Test, %</td>
<td>ASTM D6933</td>
<td>-  0.1</td>
</tr>
<tr>
<td>Residue, % by Evaporation (weight)</td>
<td>ASTM D6934</td>
<td>58  -</td>
</tr>
<tr>
<td>VOC @ 110°C, 60 min, %</td>
<td>ASTM D2369</td>
<td>-  0.5</td>
</tr>
</tbody>
</table>

4.3.4. Exhibit F provides detailed information regarding the application of product. There are three Districts; A, B and C; with a list of roads in each District. The information includes gallons required and length of roads.

4.3.5. At most one (1) application per road segment as listed in Exhibit F, shall be made between the date of Contract execution and November 1st of the contract year. The District Managers shall decide on the dates for each application and the Offeror shall coordinate with the District Managers about these dates. Of the application routes listed in Exhibit F, the selection and the frequency of application to each road segment will be determined solely by the District Managers and may not include every road segment listed in Exhibit F. The total volume of material in Exhibit F, 406,087.73 gallons, is the maximum estimated amount of material needed to complete the project, but may exceed the actual amount of material needed.
5. Preparation and Submittal of Proposals

5.1. Submission: Each proposal shall include one (1) hard copy placed in a sealed envelope and marked clearly on the outside "RFP-Dust Control-2020-HC MC Dust Control", “Due Date: May 14, 2020”, and Offeror’s name. See Section 1 of this RFP for general proposal submittal instructions. Offerors are required to indicate their interest in this proposal, show their specific experience and address their capability to perform the Scope of Services/Specifications in the time schedule as set forth herein. For proper comparison and evaluation, the Owner requests that proposals be formatted A to N as indicated below. Proposals must contain all of the following information to satisfy the requirements of this RFP:

A. **Cover Letter:** Cover letter shall be provided which explains the Offeror’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the Offeror's principal contact person with the Owner’s Representative and shall identify individual(s) who will be authorized to make presentations on behalf of the Offeror. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, the Offeror agrees to all requirements herein.

B. **Qualifications/Experience/Credentials:** Offerors shall provide their qualifications for consideration as a contract provider to Mesa County and include prior experience in similar projects.

C. **References:** Provide references from at least three (3) customers for whom the Offeror provides services noted in this RFP. It may be beneficial to assign some individual services to specific references. These should be current customers with comparable services to those of the Owner. Select a mix of long-standing and new customers. Counties, cities or other governmental references are preferred. References should include entity name, contact name and title, contact phone number, contact email address, length of time services noted in this RFP provided, and current service provided.

D. **Strategy and Implementation Plan:** Describe your (the Offeror’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Offeror may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services/Specification. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks and the RFP objectives are accomplished.

E. **Scope of Services Response:** Offeror shall submit their response to the scope of services/specifications noted in Section 4 of this RFP. Offeror will specifically explain the Offeror’s plan to meet the requirements given in Section 4.
F. Pricing:

1. Pricing will be evaluated in terms of completeness and reasonableness in conjunction with the Scope of services/specifications noted in this RFP.
2. Pricing fees paid by Owner shall be all inclusive. The fee shall include material and application.
3. Provide a complete list of costs using Solicitation Response Form found in Section 8.
4. Submit pricing for a one (1) year contract term. The rates for future years shall be determined prior to the renewal of the Contract for future years.
5. Pricing must be in US dollars (USD).
6. Price is FOB Destination, freight prepaid as applicable, unless otherwise specified.

G. Insurance: Provide Certificate of Insurance as required.

H. Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

I. Exceptions and Substitutions (optional): Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner’s RFP requirements. List any exceptions and substitutions in this Section, referencing the applicable RFP section(s).

All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or exceptions. Exceptions or substitutions, if accepted, must meet or exceed the stated intent and/or specifications. Offeror must list each exception or substitution, referencing the applicable RFP section(s). The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

J. Alternate Offer (optional): If Offeror chooses to submit more than one offer, the alternate offer must be clearly marked “Alternate Proposal". The alternate offer may be submitted as a separate file. The Owner reserves the right to make award in the best interest of the Owner.

K. Confidential Material (optional): Only submittal information clearly identified with the words “Confidential Disclosure” and submitted as a separate document shall establish a confidential, proprietary relationship. Any request of material to be treated as confidential or proprietary in nature must include a written justification. The request shall be reviewed and either approved or denied by the Owner. If the request is denied, the Offeror 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 proposal shall be considered confidential or proprietary.

Submittals will be considered to be non-responsive when the entire submittal is noted as being confidential. Submittals may be considered to be non-responsive when:

1. Non-proprietary information in the RFP is noted as being confidential.
2. A justification for requesting a section of the RFP to be treated as confidential is not included.

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.

All proposal materials are subject to the Colorado’s open records laws. Except for proprietary or confidential proposal materials, proposal materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award.
6. Evaluation Criteria and Factors

6.1. **Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Offeror’s ability to provide the services described herein.

6.2. **Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet all the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required.
2. Be able to comply with the required or proposed completion schedule.
3. Have a satisfactory record of performance.
4. Have a satisfactory record of integrity and ethics.
5. Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

6.3. **Evaluation Criteria:** The following criteria will be used to evaluate the submittals (in no particular order of priority):

1. Responsiveness of submittal to the RFP
2. Proposal quality including clarity, completeness and feasibility
3. Innovation
4. Understanding of the project and the objectives
5. Past or current performance with Mesa County or other entity
6. Customer Service
7. Experience
8. Resources and their availability
9. Strategy and Implementation Plan
10. Required skills
11. References
12. Financial Stability
13. Fees
14. Community Involvement
15. Schedule or Timing
16. Technology

6.4. **Best Value:** The Owner desires to maximize the purchasing value of public funds. It is the intention of the Owner to award the contract to the most responsive, responsible and best-value Offeror, which may not necessarily be the lowest-price Offeror being selected. Value added benefits that may be evaluated include, but are not limited to quality, safety, responsiveness, service, innovation and reliability. Best value evaluation determines the value of products and/or services acquired that results in the best combinations of quality, service, time, safety, security, and cost considerations over the useful life of the product or service. The emphasis is value over price.
6.5. **Proposal Rejection:** The Owner reserves the right to reject any and all proposals or any and all portions of proposals.

6.6. **Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance. Offerors shall be ranked or disqualified based on the evaluation criteria listed in this RFP.

6.7. **Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.

6.8. **Site Visits:** The Owner may also conduct site visits to the Offeror and/or site visits to current Offeror customers, subject to customer approval, if deemed necessary.

6.9. **Negotiations:** The Owner will undertake negotiations with the top rated Offeror or Offerors, or with the Offeror or Offerors that the Board of County Commissioners selects for negotiations.

6.10. **Award:** It is the intent of Mesa County to select the Offeror best qualified and technically able to provide the required services within the project’s proposed schedule. Selection of an Offeror will be made on the proposals received as set forth in Section 6.

The Owner may consider all of the information submitted, any selection criteria, oral presentations, and site visits in selecting the winning Offeror. If applicable per the Mesa County Purchasing Policy purchasing amount limits, selection by the evaluation team may be over-ridden by the Board of County Commissioners.

6.11. **Proposal Preparation Cost:** Any costs associated with the preparation of the proposal by any Offeror is the sole responsibility of the Offeror and will be funded by the Offeror. No reimbursement will be paid by the County for costs associated with any proposal.
7. **Proposal Structure**

Use of the proposal structure outlined in this Section is required or the proposal may be considered unresponsive and therefore disqualified. The Offeror must place and label a major tab between each Part of the Proposal Structure and minor tabs between each sub-part of the proposal structure.

<table>
<thead>
<tr>
<th>Part 1</th>
<th>Solicitation Submittal</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Cover Letter</td>
</tr>
<tr>
<td>B</td>
<td>Qualifications of Offeror/Project Team</td>
</tr>
<tr>
<td>C</td>
<td>References</td>
</tr>
<tr>
<td>D</td>
<td>Strategy and Implementation Plan</td>
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<tr>
<td>E</td>
<td>Scope of Services Response</td>
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<tr>
<td>G</td>
<td>Insurance</td>
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<tr>
<td>H-K</td>
<td>Additional/Optional Data</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2</th>
<th>Solicitation Response Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>Submit dated and signed form</td>
</tr>
</tbody>
</table>
8. Solicitation Response Form

Bid Date: ____________________________

Project: RFP-Dust Control-2020-HC “Mesa County Dust Control”

Bidding Company: ____________________________

Name of Authorized Agent: ____________________________

Email ____________________________________________

Telephone_______________ Address_________________________________

City_________________________State___________Zip__________________

The undersigned Bidder, in compliance with the Request for Proposal, having examined all sections of the Request for Proposal 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 in accordance with the 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 Offeror’s Solicitation Response Form is a part.

The undersigned Offeror 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 Request for Proposal, all of which have been examined by the undersigned.

The Offeror also agrees that if awarded the Contract, the Offeror will provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project 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 Contractor acknowledges receipt of Addenda to the RFP and other Contract Documents.

State number of Addenda received: ____________.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.
PRICE BID SCHEDULE: RFP-Dust Control-2020-HC, Mesa County Dust Control

Company: ________________________________________________________________

Price per gallon (including application): $____________

Price per gallon (including application) in words: __________________________________________________

Total Bid Price for maximum potential volume needed including application (407,000 gallons): $____________

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

Company: ________________________________________________________________

Authorized
Signature: ______________________________________________________________

Title: _________________________________________________________________
EXHIBIT B: EXAMPLE CONTRACT

This contract, entered into this _____ day of _____________________, 20____ (“Contract”), by and between Mesa County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners (“County”), and ______________ _________ ("Contractor"):

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

1. The Contractor shall perform the work set forth in the Request for Proposal, Mesa County Dust Control, RFP-Dust Control-2020-HC, attached as Exhibit A, incorporated herein by this reference. The Contractor shall adhere to the Scope of Services/Specifications stated in Section 4 of Exhibit A. For any conflict of terms between this Contract and any other Exhibit to the Contract, the terms of the Contract shall control.

2. The total amount of the Contract shall not exceed $ _______________________. The Contractor shall be paid in accordance with the fee schedule set forth in the Contractor’s Proposal, attached as Exhibit A Section 8, incorporated herein by this reference. The fee schedule is stated in Exhibit A in Section 4.3. To receive payment, Contractor must submit invoices for work completed.

3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is ______________ unless otherwise designated in writing.

4. Contract Administrator for the Contractor is ______________ unless otherwise designated in writing.

5. The term of this Contract shall be from ____________________________ to December 31st, 2020 (or as extended herein).

6. 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.
7. Both parties may terminate this Contract for convenience 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 Contractor shall be paid for all satisfactory work accomplished 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. Any claims or liabilities that accrue prior to the termination of the Contract for convenience survive the termination of the Contract. Any warranty or indemnification provisions of the Contract shall survive the termination of the Contract.

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

Upon termination of this Contract, Contractor 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 Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

8. 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.

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF MESA, COLORADO

By: ____________________________________________  
Scott McInnis, Chair

Attest:

__________________________
Clerk & Recorder

CONTRACTOR  
(NAME OF CORPORATION OR PARTNERSHIP)

By: ____________________________________________  
Name, Title

Attest:

__________________________
Secretary
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
PROFESSIONAL SERVICES CONTRACT
INSURANCE REQUIREMENTS

1. 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 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 County’s Contract Administrator.

2. 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 Contractor. Contractor shall furnish subcontractors’ certificates of insurance to the County, with a copy to the County’s Contract Administrator, immediately upon request.

3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the County and the County’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.

4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the County shall 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 the 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. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the 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.

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

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

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

Your Initial X (if applicable)

_____  _____ PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, 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 ##."
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. The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.

3. In the performance of work under this Contract, the Contractor 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. 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.

4. 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.

5. 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.

6. 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 in 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.
7. 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 Contractor's books with regard to this Contract, and the Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. The County may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. 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.

10. 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 organizations.

11. *(This paragraph applies if the work performed is a "public work"): In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.*

12. This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.

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

14. 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 Contractor fails to perform or comply as required.

15. *(For Contracts which may be extended): CONTRACTOR MUST INITIAL: ________________. Contractor 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 Contractor in writing by December 1 of each year of Mesa County's intent to exercise the right to renew for the succeeding year.

16. Contractor 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 actions 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 Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, 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.

17. Conformance with Law: The Contractor 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. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

18. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

19. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor 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 Contractor 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 Contractor 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 Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (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 Contractor 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.

20. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A – Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.
EXHIBIT E
ADDENDUM A

NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

Contractor acknowledges that 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 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 Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the Verification Programs prior to entering into a public contract for services, that the Contractor shall apply to participate in the Verification Programs every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier;

4. The Contractor acknowledges that the Contractor 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 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. Contractor 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 Contractor 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 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 a 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 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 contractor 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 contractor 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 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 F

### Road Segments to be Sprayed

<table>
<thead>
<tr>
<th>District</th>
<th>Road Name</th>
<th>Location</th>
<th>Length (Miles)</th>
<th>Width (Feet)</th>
<th>Rate (Gallons/Yard)</th>
<th>Total Gallons of Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>6 Road</td>
<td>R Road to S Road</td>
<td>1.21</td>
<td>22.00</td>
<td>0.25</td>
<td>3,904.27</td>
</tr>
<tr>
<td>A</td>
<td>7 Road</td>
<td>R Road to S Road</td>
<td>1.00</td>
<td>22.00</td>
<td>0.25</td>
<td>3,226.67</td>
</tr>
<tr>
<td>A</td>
<td>9 Road</td>
<td>R Road (bottom of hill) to S Road</td>
<td>1.30</td>
<td>22.00</td>
<td>0.25</td>
<td>4,194.67</td>
</tr>
<tr>
<td>A</td>
<td>10 Road</td>
<td>To end of Maintenance</td>
<td>0.92</td>
<td>22.00</td>
<td>0.25</td>
<td>2,968.53</td>
</tr>
<tr>
<td>A</td>
<td>10.5 Road</td>
<td>O road north to end</td>
<td>0.50</td>
<td>22.00</td>
<td>0.25</td>
<td>1,613.33</td>
</tr>
<tr>
<td>A</td>
<td>16.00 Road</td>
<td>End of Pavement north 1.00 mile</td>
<td>1.00</td>
<td>22.00</td>
<td>0.50</td>
<td>6,453.33</td>
</tr>
<tr>
<td>A</td>
<td>16.5 South Road</td>
<td>End of Pavement to Mud Springs</td>
<td>4.25</td>
<td>20.00</td>
<td>0.40</td>
<td>19,946.67</td>
</tr>
<tr>
<td>A</td>
<td>20.00 Road</td>
<td>N Road to End</td>
<td>0.55</td>
<td>20.00</td>
<td>0.25</td>
<td>1,613.33</td>
</tr>
<tr>
<td>A</td>
<td>21.75 Road</td>
<td>K.50 Road N. to Concrete Ditch</td>
<td>0.23</td>
<td>20.00</td>
<td>0.50</td>
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</tr>
<tr>
<td>A</td>
<td>23.5 Road</td>
<td>H Road to End</td>
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<td>20.00</td>
<td>0.25</td>
<td>1,114.67</td>
</tr>
<tr>
<td>A</td>
<td>DS Road</td>
<td>5.7 Road to Utah Line</td>
<td>6.75</td>
<td>22.00</td>
<td>0.50</td>
<td>43,560.00</td>
</tr>
<tr>
<td>A</td>
<td>BS Road</td>
<td>From end of Chips west 1.2 miles</td>
<td>1.20</td>
<td>22.00</td>
<td>0.50</td>
<td>7,744.00</td>
</tr>
<tr>
<td>A</td>
<td>I.3 Road</td>
<td>Fruita City Limits to DOW Building</td>
<td>2.50</td>
<td>18.00</td>
<td>0.50</td>
<td>13,200.00</td>
</tr>
<tr>
<td>A</td>
<td>J.2 Road</td>
<td>19 Road to 19.5 Road</td>
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<td>22.00</td>
<td>0.25</td>
<td>1,613.33</td>
</tr>
<tr>
<td>A</td>
<td>J.5 Road</td>
<td>20 Road to Canal</td>
<td>0.50</td>
<td>22.00</td>
<td>0.25</td>
<td>1,613.33</td>
</tr>
<tr>
<td>A</td>
<td>K.50 Road</td>
<td>22 Road W to 21.75 Road</td>
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<td>22.00</td>
<td>0.50</td>
<td>1,806.93</td>
</tr>
<tr>
<td>A</td>
<td>K.75 Road</td>
<td>23 Road east</td>
<td>0.44</td>
<td>22.00</td>
<td>0.50</td>
<td>2,839.47</td>
</tr>
<tr>
<td>A</td>
<td>K.80 Road</td>
<td>Loma Port of Entry to Nystrom Road</td>
<td>0.66</td>
<td>22.00</td>
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<td>2,129.60</td>
</tr>
<tr>
<td>A</td>
<td>M1/4 Road</td>
<td>12 Road to 13 Road</td>
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<td>22.00</td>
<td>0.25</td>
<td>3,388.00</td>
</tr>
<tr>
<td>A</td>
<td>M 3/4 Road</td>
<td>14 Road to End</td>
<td>0.20</td>
<td>20.00</td>
<td>0.25</td>
<td>586.67</td>
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<tr>
<td>A</td>
<td>N.50 Road</td>
<td>14 Road East to End</td>
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<td>16.00</td>
<td>0.25</td>
<td>1,173.33</td>
</tr>
<tr>
<td>A</td>
<td>N.00 Road</td>
<td>20 Road to End</td>
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<td>18.00</td>
<td>0.25</td>
<td>1,161.60</td>
</tr>
<tr>
<td>A</td>
<td>R.5 Road</td>
<td>8 Road to 9 Road</td>
<td>1.00</td>
<td>22.00</td>
<td>0.25</td>
<td>3,226.67</td>
</tr>
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</table>

**Totals for District A**

- **27.36**
- **130,427.73**

<table>
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<tr>
<th>District</th>
<th>Road Name</th>
<th>Location</th>
<th>Length (Miles)</th>
<th>Width (Feet)</th>
<th>Rate (Gallons/Yard)</th>
<th>Total Gallons of Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Rapid Creek Road</td>
<td>Cattle guard to gate</td>
<td>0.18</td>
<td>18.00</td>
<td>0.50</td>
<td>950.40</td>
</tr>
<tr>
<td>B</td>
<td>4.4 Rd</td>
<td>Pavement to top of Beaver Slides (aka: John Brown Rd)</td>
<td>6.00</td>
<td>18.00</td>
<td>0.50</td>
<td>31,680.00</td>
</tr>
<tr>
<td>B</td>
<td>30.5 Rd</td>
<td>B Rd to B.5 Rd</td>
<td>0.50</td>
<td>22.00</td>
<td>0.25</td>
<td>1,613.33</td>
</tr>
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<td>B</td>
<td>34.50 Road</td>
<td>Highway 6 to F Road</td>
<td>0.32</td>
<td>22.00</td>
<td>0.25</td>
<td>1,032.53</td>
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**Total for District B**  
26.12  
130,568.53

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**Totals for District C**  
34.98  
145,091.47

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**Totals for District C**  
34.98  
145,091.47

**Grand Totals**  
88.46  
406,087.73