IFB Issue Date: February 14, 2020
IFB Number: IFB-SS-2020.703
IFB Title: 2020 TRUCK HAULING SERVICES
Pre-Bid Conference: March 4, 2020, 9:00 a.m., MT
(Government Center Building, 4430 South Adams County Parkway, Brighton, CO 8061 / Conference Center - Brantner Gulch A.)
IFB Questions Due: March 9, 2020 by 4:00 p.m., MT
Bid Due Date: March 16, 2020, 10:00 a.m., MT, Our Clock
Bid will be received at: 4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601
Goods or services to be delivered to or performed at: Adams County Public Works Operations
For additional information contact Shannon E. Sprague, CPPB
Contract Specialist III
720-523-6052
Email Address: sspraguet@adcogov.org
Documents included in this package:
Bid Instructions
General Terms and Conditions
Attachment A. Scope of Work:
Attachment B. Pricing Form
Submission Check List
Statement of No Bid
Contractor’s Certificate of Compliance
Contractor’s Statement
Reference Form
Appendix A – Sample Agreement
1. PURPOSE/BACKGROUND: The purpose of this IFB is to purchase Goods and/or Services as specified herein from a source(s) of supply that will give prompt and efficient service to the County.

2. SUBMISSION OF BIDS: The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

   Mailing Address:     Hand Deliveries accepted:
   Adams County Government Center Adams County Government Center
   Purchasing Division First Floor Central Lobby Receptionist
   4430 South Adams County Parkway 4430 South Adams County Parkway
   Brighton, CO 80601 Brighton, CO 80601

*All IFB submittals shall include the following label directly on the front of the envelope:

   ATTN: Shannon E. Sprague, CPPB
   Contract Specialist III
   IFB-SS-2020.703 / 2020 TRUCK HAULING SERVICES

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for 2020 TRUCK HAULING SERVICES.

4. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: https://www.bidnetdirect.com/colorado/adams-county

   4.1. Interested parties must register with this service to receive these documents.

5. TERM OF AGREEMENT:

   This agreement may be renewed annually for up to FOUR (4) additional one (1) year periods if mutually agreed upon by the County and the Supplier. Pricing and specifications changes, if any, shall be negotiated by, and agreed upon by, both parties. **Renewal pricing must be submitted by the Contractor to the County sixty days (60) prior to the original Agreement Termination date.**

   Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

6. CONTRACTUAL OBLIGATIONS:

   6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute a fully executed Agreement or create a property interest of any nature until a fully executed Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee. If the County deems a purchase order is to be issued in-conjunction with the Notice of Award, the terms of the purchase order shall govern for work performance until the full execution of the Agreement.

6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

6.5. Contractor’s Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.

6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that materials or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

7. METHOD OF AWARD:

It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.

7.1. The County reserves the right to award to multiple Suppliers for the products specified, based on pricing, convenience or as otherwise deemed in the best interest of the County.

7.2. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to on or before the questions due date as noted above:

   Name: Shannon E. Sprague, CPPB, Contract Specialist III, Purchasing Division, Adams County

   Email: ssprague@adcogov.org

8. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
9. Any official interpretation of this IFB must be made by an agent of the County’s Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County’s Purchasing Division.

10. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

11. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

12. BUDGET: Budget will not be disclosed.

13. DEBARMENT: By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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14. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Bid” or “Response”) made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as “Contractor” or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitation” or “Solicitations”).

15. **CONTENTS OF BIDS**

15.1. **GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:

15.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

15.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County’s Purchasing Division’s Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

15.1.3. Federally funded projects (in whole or in part) shall be handled within the laws, rules, and regulations as promulgated by the United States Government, which includes Public Law http://uscode.house.gov; Code of Federal Regulations (CFR) codification of the general and permanent rules and regulations https://www.ecfr.gov, but is not limited to: Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F Appendix II and Uniform Grant Guidance as amended.

15.1.4. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor’s Bid, it shall be construed that the Contractor’s Bid fully complies with all conditions identified in this Solicitation.

16. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint
venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the Bid Response.

17. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 et. seq. (“CORA”). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

18. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

18.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.

18.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

18.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

18.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.

18.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

18.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.

18.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
18.2.3. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

18.2.3.1. Federal Identification Number: 84-6000732
18.2.3.2. State of Colorado Tax Exempt Number: 98-03569

19. SIGNING BID

19.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County’s public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

20. PREPARATION AND SUBMISSION OF BID

20.1. PREPARATION

20.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

20.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor’s Statement page. The Contractor’s Statement page of this Solicitation must be included in Bid response. If the Contractor’s authorized agent fails to sign and return the Contractor’s Statement of the Solicitation, its Bid may be invalid and may not be considered.

20.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County’s logo on any documentation or presentation materials and to do so would be a violation of the County’s trademark.

20.1.4. Bids shall be provided by the Contractor on the Pricing Form. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

20.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.

20.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

20.2. SUBMISSION

20.2.1. The Bid shall be sealed in an envelope with the Contractor’s name and the Solicitation number on the outside. The County’s Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.
20.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor’s Bid non-responsive.

20.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.

20.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Bids must be furnished exclusive of taxes.

20.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.

20.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor’s Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County’s terms and conditions, or if they are not in the best interests of the County.

21. LATE BIDS

21.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.

21.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: 2020 TRUCK HAULING SERVICES and IFB-SS-2020.703.

21.3. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

22. MODIFICATIONS/WITHDRAWAL OF BIDS

22.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County’s Purchasing Division must have the Contractor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County’s Purchasing Division will be considered the valid modification.
22.2. WITHDRAWAL OF BIDS

22.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchase Division must have the Contractor’s name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

22.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

23. REJECTION OF BIDS

23.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

23.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;

23.1.2. Re-advertise this Solicitation;

23.1.3. Postpone or cancel the process;

23.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

23.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

23.2.1. The Contractor misstates or conceals any material fact in its Bid Response;

23.2.2. The Contractor’s Bid does not strictly conform to the law or the requirements of the Solicitation;

23.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

23.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or

23.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor’s Statement.

23.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

24. ELIMINATION FROM CONSIDERATION

24.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
24.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

24.3. Any communications in regard to this Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

24.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

24.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

25. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

26. AWARD OF SOLICITATION. The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.
I. **Background / Mandatory Requirements:**

Contractor shall comply with all general requirements set forth in this Statement of Work (SOW) and the following State and Federal requirements:

A. Colorado Commercial Driver’s License (CDL) Handbook, except as amended by the County Specifications;

B. U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), Parts 40, 303, 325, and 350-399, except as amended by the County Specifications. In those incidents where the CDL Handbook, current edition, or the FMCSA, Parts 40, 303, 325, and 350-399, current edition, conflict with any of the County Specifications, the County Specifications shall govern unless otherwise approved by the County Representative.

II. **Material Requirements:**

Prices SHALL REMAIN FIRM at the prescribed Units of Measure (UOM) for the term of the agreement.

Upon County review of the unit pricing submitted for items listed in the itemized bid form, the County reserves the right to issue purchase orders to multiple Vendors for specific items, based on pricing, convenience or as otherwise deemed in the best interest of the County.

a. **Estimated Quantities / Material Ordering:**

The Contractor understands and agrees that Adams County (County) may modify, delete or add various portions of the material order at the County's discretion. The County does not guarantee a total amount of polymeric compaction aid to be used as part of the project. Orders for Contractor products will be placed on an as-needed basis, depending on job site, availability and type of equipment to be used and available funding.

III. **Contractor Requirements:**

A. The Contractor will be required to attend a meeting at a designated County facility prior to commencement of work. The meeting will be established at a mutually agreeable time and date by the County.

B. It is the responsibility of the Contractor to maintain quality control of all equipment or materials used in conjunction with the Work.

C. The Contractor will be required to work closely with the County Representative. The County will determine sequencing of the Work. The Contractor will be responsible for keeping the County Representative informed as to their work schedule. It will be the Contractor’s responsibility for notification to the County in writing of any interruption in the work schedule due to unforeseen delays.
D. Contractor shall be required to designate a Contractor Representative authorized to dispatch equipment and drivers to respond to the County request for services. The Contractor will provide to the County a 24 hour on-call telephone number for their Contractor Representative. Contractor shall be required to respond within two (2) hours after being contacted by the County with a schedule of available equipment, unless otherwise approved by the County.

E. Charges shall start at the time the driver is signed in at the site each day by the County Representative (not from the time of arrival); stop times shall be the time the driver is signed out of each day by the County Representative. Hours for each day will be totaled on each project truck log provided by the County. No payment will be made without truck driver information on the project truck log.

F. If the County cancels work less than two (2) hours prior to the scheduled Start Time for the work ordered or while the trucks are on site (unless the cancellation is due to weather or other reasons beyond the control of the County), the Contractor will receive a minimum of 2 hours payment or actual time worked whichever is greater.

G. If Contractor is unable to supply the agreed upon number of trucks at the agreed Start Time, the Contractor must notify the County by 3:00 pm on the business day prior to the originally scheduled workday. If the Contractor fails to provide notice by 3:00 p.m. on the prior business day and trucks do not report to the site with the scheduled number and type of truck by the scheduled Start Time and date, and thereby causes a delay in the Work, the County will back charge the delay time at the Contractor's hourly rate, for each truck ordered that is delayed. The delay time shall be the time between the Scheduled Start Time and the actual arrival time of the late Contractor Vehicle or the actual arrival time of a substitute vehicle from an alternate contractor.

H. If excessive delays are experienced during the scheduled day due to a specific driver, in comparison to the average roundtrip times established by all other drivers, the County reserves the right to deduct the delay time from the days total hours worked, for that specific driver(s). The County reserves the right to refuse the work of any given driver based on performance and request a replacement driver in their place.

I. The County will periodically follow trucks to verify drivers are following haul routes, maintaining driving pace (legal speed limits), and loading order.

J. The County may place County trucks in the haul route as a pilot trucks to establish and verify baseline round trip times and load counts when traveling legal speed limits. If a Contractor truck(s) are observed off route, causing travel time delays or not achieving reasonable load counts, the County may penalize the drivers pay hours equal to the delay, load incentive and/or travel incentives. These penalties shall be deducted from the project truck log and will not be paid.

IV. County Requirements:

A. The County through its County Representative will make every effort to schedule work on each project seventy two (72) hours in advance by telephone order which will advise the Contractor of the number of trucks needed, preferred type of trucks (tandem or trailer), required Start Time(s), estimated stop time(s), number of days required, and pickup and dump locations. The telephone order will be followed up by a written verification of the County's request which may be given by email or fax.

B. The County Representative will designate dump location(s) and strict haul routes.

C. The County Representative will designate location(s) for material pick up and strict start times.

D. When material dump/pick up location is County operated, the County will provide equipment and personnel to push up/load the material.

E. The County equipment is equipped with a “load-rite” bucket scale and is certified each year through factory calibration. The County will not overload Contractor trucks intentionally however if the driver receives an over-weight ticket, the County will pay for penalties/fines. Any driver who receives over-weight tickets must provide copies and documentation to support reimbursements.

F. The Contractor may be instructed to haul from or to, privately operated facilities. The County shall provide the Contractor with a project number that references the arrangements made between the
County and the facility for that day. The Contractor will not be billed or required to make payment on behalf of the county, but will be required to collect facility weight tickets. The driver will be responsible for submitting weight ticket/slips to the on-site County project haul log keeper. If Contractor fails to provide material weigh slips, the Contractor shall be responsible for payment of materials.

G. The County will not be responsible for any equipment failures, damage to equipment, or maintenance required on the equipment.

V. Work / Service Requirements:

A. Work will generally consist of hauling materials for the County, from and to County controlled construction sites or as designated otherwise by the County.

B. Materials to be hauled include, but are not limited to the following:
   - Asphalt
   - Gravel
   - Rock
   - Construction Debris
   - Dirt/fill
   - Street Sweepings (County provides landfill manifest)

C. The Contractor shall be available for Work the 5th calendar day following the issuance of Notice to Proceed (NTP).

D. Construction hours (except for emergencies) shall be limited to Monday through Friday, unless otherwise specified by the County.
   1) 6:30 a.m. to 4:30 p.m.

E. The County reserves the right to cancel any scheduled work within 2 hours prior to the Start Time for the scheduled work, without charge. The Start Time shall be the time the Contractor vehicles arrive on site and are signed in by County on-site project haul log keepers.

F. Personal protective equipment (PPE) is required for all drivers, employees, agents and subcontractors on the construction site in accordance with all applicable laws and regulations. Drivers must be able to communicate and understand both written and oral daily directives by County representatives.

G. Contractor shall submit with proposal proof (documentation) of Operating Authority as issued by Federal Motor Carrier Safety Administration (FMCSA).

H. The Contractor shall coordinate haul routes with the County. The equipment and associated loads utilizing these routes shall be in accordance with applicable City, County, and State regulations.

VI. Schedule Of Values:

The County has many functions in need of truck hauling services and are often unpredictable or routeable and therefore the estimations and their descriptions provided below are not a guarantee and should not be used in the consideration for bidding purposes. The project valuation table below is Adams County Public Works estimated value of work.
Work shall not exceed the $1,215,000.00 without County approval and formal change order due diligence. The County will not be liable for work completed without prior County approval or Contractor due diligence. Travel and load incentives are covered in Section VII / Item D – Measurement & Payment.

The County does not guarantee a total number of hours, loads or travel incentive. Contractors will be used on an as-needed basis, depending on job or site needs, type and availability of Contractor equipment.

Anticipated time for the Work to begin for Truck Hauling Service is early to mid-March 2020, weather permitting.

VII. GENERAL REQUIREMENTS

A. Contract Vehicles

1) All Contractor owned, leased or subcontracted vehicles (Contractor Vehicles) shall have in Vehicles, or the ability to provide upon request by the County or others as may be required, the driver’s daily vehicle inspection report (pre/post trip) in accordance with FMCSA §396.11.

2) All Contractor Vehicles shall have on hand or the ability to provide upon request by the County or others as may be required, the Annual Periodic Vehicle Inspection form in accordance with FMCSA §396.17.

3) All Contractor Vehicles shall be marked in accordance with FMCSA §390.21 Marking of Self-Propelled CMV and intermodal Equipment.

4) Any damage caused by the Contractor's Vehicles or leased, subcontracted or sub leased equipment or driver(s) shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold harmless the County for any damage done by the Contractor's Vehicles, Contractor's equipment, or leased, subcontracted or sub leased equipment and driver(s) to any member of the public, private property, and any part of the right-of-way.

5) The Contractor shall use suitable equipment in order to adequately perform the scope of work as described herein.

6) If in the opinion of the County, any equipment that is not suitable for use, performance or operation of the Work, the Contractor will be required to remove the equipment from the project and replace it with adequate equipment which will allow the Contractor to perform their work.

7) Contractor Vehicles not actively engaged in the Work shall not be parked in the vicinity of the Work in such a manner as to restrict or obstruct traffic flow.
8) Contractor Vehicles shall not encumber the Work site in such a manner as to obstruct the operations of Work.

9) Contractor shall ensure that all spent oils, hydraulic fluids and other petroleum fluids are retained in containers for disposal off the site in accordance with all Federal, State and Local Laws.

10) Contractor shall ensure that no oil changes, other fluid changes, or general maintenance is performed on site or on the project.

C. **Drivers and Passengers**

1) Contractors who lease or subcontract a truck(s) and/or driver must provide all driver(s) name(s) with copy of CDL driver's license, proof of insurance including liability/workman's compensation and proof of alcohol and controlled substances testing program under the Federal Highway Administration's rule. **Provide documentation showing who you are currently contracted with to provide alcohol and controlled substance testing services.**

2) It is the Contractor's responsibility to immediately notify the County Representative of any changes in drivers. The above documentation will be required for new drivers. Non-compliance may result in contract cancellation.

3) No unauthorized passengers to include animals/pets are allowed to roam freely in or on County facilities or job sites.

4) Unprofessional behaviors or language on the worksite will be cause for removal of the offending driver.

5) All drivers must be mentally and physically alert, and capable of maintaining safe control of their vehicle. Drivers must be properly dressed for work as required for a construction environment. The minimum is as follows:

   4.b Hard Hats - ANSI approved, must be worn all times when outside a vehicle or equipment.

   5.b Eye Protection - ANSI Approved, must be worn when drivers are exposed to machines, equipment, or operations that present a potential eye injury.

   6.b Footwear - ANSI Approved suitable footwear that provides adequate protection from hazards present at the construction site must be worn at all times.

   7.b Safety Vests - ANSI Class II must be worn at all times on the job site or public right of-way.

D. **Measurement and Payment**

1) All invoice pay applications shall be based on each daily project truck log, supplied by Adams County Public Works. Project truck logs will be maintained at both the pickup location (load point) and the drop off location (dump point).

   At the end of each day, the County will combine log information from both pickup and drop off locations, to approve a final truck log, authorized for pay summary. Both field copies and final summary will be provided to the Contractor through email at the end of each week to process invoicing.

2) Project truck logs will document each truck number, company name, start odometer and end odometer readings, load times and dump times throughout each day. Truck logs will also document number of loads, and travel time (when approved at end of day). If independent trucks are to be penalized as described in section 1.4 **Contractor Responsibilities**, payment deduction will be noted.

3) Actual Invoicing shall be supplied and submitted by the Contractor with company letter head. Each invoice shall indicate haul hours and rates, load incentive and travel incentive hours and rates.
4) **Travel incentive** will be provided for each truck, each day at the hourly rate, for a maximum number of hours described below. District boundaries will be discussed and maps issued in a pre-bid conference. Drivers must complete a full day as ordered by the County to receive travel incentive. Travel incentives are paid in addition to hourly rates and load incentives and **will not be used to compute total bid**

- District I = .5 (one half) hour of hourly rate of pay
- District II = 1 (one) hour of hourly rate of pay
- District III = 1 (one) hours of hourly rate of pay
- **Outside Adams County Jurisdiction** = 1 (one) hour of hourly rate of pay, for 35 on-way miles in any direction outside jurisdiction (Google maps verified)

5) **Load Incentives** will be provided for each truck, for each load delivered and shall be based on the project truck log. Load incentive rates of pay differ between County maintenance districts (geographic location). Load incentives shall be paid at the rate described below and are non-negotiable. District boundaries will be discussed and maps issued in a pre-bid conference. Load incentives are paid in addition to hourly rates and travel incentives and **will not be used to compute total bid**.

- District I = $25.00 per load
- District II = $50.00 per load
- District III = $75.00 per load
- **Outside Adams County Jurisdiction** = $100.00 per load when thirty-five (35) on-way miles, in any direction outside jurisdiction (Google maps verified)

6) The hours for each truck will be paid for at the Contract hourly rate as provided in their Bid proposal:

1. Tandem………………. Hour
2. End Dump……………. Hour
3. Side Dump……………. Hour
4. Belly Dump……………Hour
5. Driver (for County Plow Vehicle) …Hour

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Attachment B. _ BID PRICING FORM

1. **Pricing Form:** Pricing Form shall be submitted with all bids. Any variation to the pricing form may result in being deemed non-responsive

   a. All product delivery shall be FOB Destination
   b. Actual Pay Rates as specified in Section VII. / Item D. – Measurement & Payment.

<table>
<thead>
<tr>
<th>Item</th>
<th>UOM</th>
<th>Est. QTY</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck W/ Side Dump</td>
<td>HR</td>
<td>7,276</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Truck W/Belly Dump</td>
<td>HR</td>
<td>940</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Truck W/ Live Bottom</td>
<td>HR</td>
<td>750</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Tandem Axle Dump Truck</td>
<td>HR</td>
<td>670</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Driver Only (No truck/Trailer)</td>
<td>HR</td>
<td>80</td>
<td>$</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>UOM</th>
<th>Est. QTY</th>
<th>Average Rate</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Load Incentive</td>
<td>EA</td>
<td>4,158</td>
<td>$62.55</td>
<td>$260,082.90</td>
</tr>
<tr>
<td>Travel Incentive</td>
<td>EA</td>
<td>1,081</td>
<td>$90.00</td>
<td>$97,290</td>
</tr>
</tbody>
</table>

**Total Bid** $ 

*(Total Bid in Words)*

*Travel and Load incentive pay rates listed above are averaged for estimating purposes. Actual pay rates as specified in section 1.6 - 4.) and 5.) in the Scope of Work will used.*

Initial

_______ Pre-Bid Conference Attendance

_______ Contract is NOT TO EXCEED $1,215,000.00 – Est. Quantities above are not guaranteed and are used as estimates to compared bids only.

Position/Title: ________________________________

Printed First and Last Name: __________________________________________

____________________________________________________________________

(Signature & Date)
II. RESPONSE FORMAT

Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF BIDS: One (1) hardcopy marked “ORIGINAL”, and one (1) electronic (USB or CD in PDF document format) must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor’s ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

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SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Does your Bid comply with all the terms and conditions of this Solicitation?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Requirements met and response included?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Certificate of Incorporation</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>May any other governmental entity avail itself of this Agreement and purchase any and all items specified?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Original and the number of copies specified enclosed including electronic copy?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td><strong>If applicable, have all necessary Bonds been included?</strong></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Contractor Certification of Compliance signed and enclosed?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>
INVITATION FOR BID

STATEMENT OF NO BID
COMPLETION OF THIS FORM IS OPTIONAL

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County
Attn: Shannon E. Sprague, CPPB,
Contract Specialist
IFB-SS-2020.703 / 2020 Truck Hauling Services
4430 South Adams County Parkway
Brighton, CO 80601

Specifications too “strict” (i.e. geared toward one brand or manufacturer only). Please explain.
Use additional page, if needed.

Specifications are unclear. Please explain.

☐ We are unable to meet specifications.
☐ Insufficient time to respond to the solicitation.
☐ Our schedule would not permit us to perform within the required time.
☐ We are unable to meet insurance and/or bonding requirements.
☐ We do not offer/supply this product or service.

Further Remarks/Comments:

PRINT OR TYPE YOUR INFORMATION

Contractor Name
Fax

Address: City/State Zip Code

Contact Person Title Phone

Printed Name Title Date

Address City/State Zip Code

Email Address
Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601  

INVITATION FOR BID  
CONTRACTOR’S CERTIFICATION  
OF COMPLIANCE  

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into an Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Contractor Name

Printed or Typed Name

Signature

Title

Date

Note: Registration for the E-Verify Program can be completed at: [https://www.vis-dhs.com/employerregistration](https://www.vis-dhs.com/employerregistration). It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): ____________________________________________________________

Contractor Name ___________________________ Date _____________________________

Signature ___________________________ Printed Name ___________________________

Title _______________________________________________________________

Address _______________________________________________________________

City, State, Zip Code ___________________________ County _______________________

Telephone __________________________________ Fax _____________________________

Email _________________________________________________________________
Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601  

INVITATION FOR BID  
REFERENCE FORM

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Reference Name</th>
<th>Reference Email Address</th>
<th>Telephone Number</th>
<th>Project Name</th>
<th>Value</th>
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The Sample Agreement is included in this solicitation for informational and reference purposes only.

- See Separate Attachment

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ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
XXX SERVICES

THIS AGREEMENT ("Agreement") is made this ___ day of ______________ 2020, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and XXX, located at XXX, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the “Parties.”

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached IFB / RFP 2020.XXX and the Contractor’s response to the IFB / RFP 2020.XXX attached hereto as Exhibit A. and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be through and to include XXX, unless terminated as specified elsewhere herein.

3.2. This agreement may be renewed annually for up to XXX (X) additional XXX (X) year periods if mutually agreed upon by the County and the Supplier. Pricing and specifications changes, if any, shall be negotiated by, and agreed upon by, both parties. Renewal pricing must be submitted by the Contractor to the County XXX days (XX) prior to the original Agreement Termination date.

3.3. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.
4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those accepted and approved services, per the service item rates attached as Exhibit A in this agreement. The full payment for the purchase of service as specified in this agreement shall be in the not to exceed amount of XXX Dollars ($000,000.00).

1.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

2. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers’ compensation insurance as required by law. Pursuant to the Workers’ Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers’ compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

3. **NONDISCRIMINATION:**

3.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

3.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless the County, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of Contractor, its agents, subcontractors, and suppliers in the performance of services under the Contract. Such duty to indemnify and save harmless County shall be for an amount represented by the degree or percentage of negligence or fault attributable to Contractor. If Contractor is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay
costs, expenses, and attorney’s fees is limited to the amount represented by the degree of percentage of negligence or fault attributable to Contractor or Contractor’s agents, subcontractors, or suppliers as determined by adjudication, alternate dispute resolution, or otherwise resolved by mutual Contract between Contractor and County. Contractor’s indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by County’s own negligence.

5. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

5.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

   - 5.1.1. Each Occurrence: $1,000,000
   - 5.1.2. General Aggregate: $2,000,000

5.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

   - 5.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
   - 5.2.2. Personal Injury Protection: Per Colorado Statutes

5.3. **Workers' Compensation Insurance:** Per Colorado Statutes

5.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

   - 5.4.1. Each Claim: $2,000,000

5.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

5.5. **Adams County as “Additional Insured”:** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

   5.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

   5.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
5.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

5.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

5.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

5.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

6. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

6.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all reasonable attorney fees, costs and other damages.

7. **WARRANTY:**

7.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed by another Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

8. **TERMINATION:**

8.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
8.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

9. **MUTUAL UNDERSTANDINGS:**

9.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

9.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County’s safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

9.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

9.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

9.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other
provision in the future, unless such waiver has rendered future performance commercially impossible.

9.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

9.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Government, XXX
Contact: XXX
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80602
Phone: 720.523.XXXX
E-mail: XXXX

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: ssprague@adcogov.org

Department: Adams County Attorney’s Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: XXX
Contact: XXX
Address: XXX
City, State, Zip: XXX
Phone: XXX
E-mail: XXX

9.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
9.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

9.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

9.12. **Confidentiality:** All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* (“CORA”). The County does not guarantee the confidentiality of any records.

9.13. **Modifications By Owner:** Any modifications to, or reuse of, the final Work Product / Documents, in connection with this or any other Project, shall be at the sole risk of Owner.

10. **AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

10.1. **Amendments or Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

10.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

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

11.3. The Contractor shall not 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 this public contract for services.

11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

11.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).

11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

BOARD OF COUNT COMMISSIONERS

____________________________________  _____________________________
CHAIR                                      Date

XXX

____________________________________  _____________________________
Signature                                  Date

Printed Name  Title

Attest:
Josh Zygielbaum, Clerk and Recorder  _____________________________
Deputy Clerk

Approved as to Form:  _____________________________
Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF ___________________________

STATE OF ___________________________

Signed and sworn to before me this ____ day of _______________________, 2020,

by ________________________________.

____________________________________
Notary Public

My commission expires on: ________________________________
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

____________________________________   ______________________________
Company Name     Date

_____________________________________
Signature

_____________________________________
Name (Print or Type)

_____________________________________
Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com\employerregistration.

It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.