



Request for Proposal

RFP-2113-21-JD

MESA COUNTY WEBSITE DESIGN

Responses Due:

July 7, 2021 prior to 2:00 PM MT

Electronic Responses Only

Submitted through the Rocky Mountain E-Purchasing System (RMEPS)

<http://www.bidnetdirect.com/colorado>

Owner's Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor must contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.

Owner's Representative

Jean Davis

jean.davis@mesacounty.us

970-244-3237

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 responding. Submittal by fax, email, or hard copy is not acceptable for this solicitation.



Mesa County
P. O. Box 20,000
Grand Junction, Colorado 81502

Request for Proposal

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SECTION 1: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1. Purpose.** Mesa County is seeking the aid of an experienced vendor who specializes in collaborating with counties and municipalities to enhance their online capabilities and presence. Specifically, Mesa County needs an updated website.
- 1.2. The Owner.** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner or County means the Owner or his or her authorized representative.
- 1.3. RFP Tentative Schedule**
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|--|--------------------------------|
| RFP Available | June 7, 2021 |
| Questions Deadline | June 16, 2021, 2:00 P.M. (MTN) |
| Posting of Questions & Answers | June 23, 2021 |
| RFP Response Due | July 7, 2021 |
| Evaluation of Proposals & interviews as needed | July 8 – 15, 2021 |
| Final Selection by Staff (tentative) | July 15, 2021 |
- 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 packet 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 Purchasing Department 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.** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).
1. This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)
 2. Purchasing Representative does not have access or control of the vendor side of RMEPS.
 3. Ensure the bid is submitted in BidNet by obtaining a confirmation number from BidNet.
 4. If website or other problems arise during response submission, contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.
- 1.7. Proposal Alterations.** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8. Late Proposals.** Proposals received after the Proposal closing date and time will be considered non-responsive and not accepted.
- 1.9. Discovery of Errors after Proposal Opening.** Matters of form rather than substance that are evident from 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. There is no material variation from the original requirements definition, specifications, scope of work, or deliverable; and
2. The error or irregularity has not impact of quality, delivery, quantity, performance, price, of the Offeror's ability to comply with the fulfillment conditions; and
3. The error or irregularity would not restrict of impact the open, fair, and competitive nature of the acquisition; and
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 date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement 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 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 Offeror may be removed from future solicitations.
- 1.14. Addenda.** All questions shall be submitted in writing to the Purchasing Representative by the due date 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 Purchasing Department. Sole authority to authorize addenda shall be vested in the Mesa County Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing System (RMEPS) website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.15. Open Records.** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all non-confidential proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Colorado Open Records Act.
- 1.16. Response Material Ownership.** All proposals become the property of the Owner upon receipt. 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 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.17. 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 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 the County's Chief Financial Officer prior to the County finalizing a contract with the selected Offeror.

- 1.18. 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.
- 1.19. 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 the Offerors. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for participants in such collusion.
- 1.20. Public Disclosure Record.** If the Offeror has knowledge of their employee(s) or sub-offerors 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.
- 1.21. Public Opening. Electronic.** Proposals, received via BidNet, will be opened and documented immediately following the proposal deadline. Only the names and locations of the proposing Offerors will be disclosed.
- 1.22. 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/purchasing/>.

SECTION 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 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. By executing the contract, the Offeror represents that they have familiarized themselves with the local conditions under which the Services is 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. 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, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services.** The Offeror shall be responsible to the Owner for the acts and omissions of all his or her employees and all other persons performing any of the services under a contract with the Offeror.
- 2.5. Payment & Completion.** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Offeror for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find 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 will be based upon estimates, prepared by the Offeror, of the value of Services performed and materials placed in accordance with the Contract Documents.
- 2.6. Inspection.** The Owner reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Offeror under this 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.
- 2.7. 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.

- 2.8. 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, they shall restore, at their own 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.
- 2.9. 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 this Contract, and the Offeror shall retain its books and records for the required period.
- 2.10. 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.
- 2.11. 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 this Contract without the prior express written consent of the Owner shall render the Contract null and void with respect to the attempted assignee.
- 2.12. 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/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment 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.
- 2.13. 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.
- 2.14. Uncovering & Correction of Services.** The Offeror shall promptly correct all services found 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 discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.15. 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 this Contract, or of any cause of action arising out of performance under this Contract.

- 2.16. Change Order/Amendment.** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.17. 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.
- 2.18. 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. 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. 10. Offeror agrees that any information received by Offeror during any furtherance of the Offeror's obligations hereunder will be treated by the Offeror as confidential and will not be revealed to other persons, firms or organizations.
- 2.22. Contract.** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. 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 Amendment.
- 2.23. Project Manager/Administrator.** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.24. Contract Termination.** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services; (4) funds no longer are available; or, (5) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) calendar days past notification.
- 2.25. Employment Discrimination.** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
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. 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.
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.

2.26. Illegal Aliens. 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.

A 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), a 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.

- 2.27. Conflict of Interest.** No Mesa County public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.28. Ethics.** The Offeror shall not accept or offer gifts or anything of substantial value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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.

- 2.32. 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, this 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.
- 2.33. 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 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. 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.
- 2.34. Nonconforming Terms and Conditions.** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal 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.
- 2.35. Ownership.** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.37. 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.
- 2.38. Venue.** 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.

- 2.39. Expenses.** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.40. 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.
- 2.41. Public Funds/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 the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.42. 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 of County Commissioners may terminate this Contract immediately without further liability.
- 2.43. Gratuities.** The Offeror certifies and agrees that no gratuities or kickbacks 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.
- 2.44. 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 resulting contract award.
- 2.45. Benefit Claims.** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Serviceser's Compensation, normally provided by the Owner for its employees.
- 2.46. Default.** The Owner reserves the right to terminate the contract in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.47. 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 Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our 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.

By submitting a response to this RFP, the Offeror agrees and understands 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 all or part of this Contract without further liability.

2.48. Definitions:

1. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
3. "Offeror" is the person, organization, offeror or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his or her authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying Drawings, Specifications, or Interpretations.
4. "Sub-Offeror" is a person or organization who has a direct contract with the Offeror to perform any of the services at the site. The term sub-Offeror is referred to throughout the contract documents and means a sub-Offeror or his or her authorized representative.

SECTION 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 SubOfferor 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:

1. Workers 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

2. 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, products and completed 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 (XCU) hazards. The policy shall contain a severability of interests provision.

3. 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

With respect to each of Consultant'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.

4. 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.
5. Payment & Performance Bonds: A Payment and Performance Bond, at 100% of the project's contract amount will be required if the project is over \$100,000.00.

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.

SECTION 4: SCOPE OF SERVICES/SPECIFICATIONS

4.1. Project Description:

1. Background

Mesa County is located on the Western Slope of Colorado. It has a population of approximately 155,000. Mesa County's current web site has been in existence since the mid 1990's and provides many services to our citizens. The Web site is hosted internally on a EpiServer Content Management System Web Server. Many of the services offered through the web site are provided by other servers hosted within Mesa County. There have been several redesigns in the web sites history. Because of the longevity of the site and the many redesigns, the current site can be difficult to navigate and at times can feel out of date.

2. Project Description

Mesa County is seeking the aid of an experienced vendor who specializes in collaborating with counties and municipalities to enhance their online capabilities and presence. Specifically, Mesa County needs an updated website to enhance the user experience, simplify content management, and provide improved citizen-centric information to the community, while meeting high standards for design quality and visual appeal. At a minimum, the new website must be developed with a responsive design that will adjust to desktops, tablets and mobile phones. Further, the website must be easily maintained without requiring HTML knowledge. The website must also comply with ADA standards. Finally, Mesa County favors to host this website internally on a Wordpress Content Management System Web Server that preferably utilizes bootstrap functionality. However, other systems will be considered.

3. Addenda

Mesa County will answer all questions and requests for clarification in the form of an addendum that will be published on BidNet. It is the responsibility of the vendor to check for any issued addenda before submitting a response.

4. Evaluation Criteria & Contract Award

Responses to this RFP will help Mesa County identify the most qualified vendor and will be indicative of the level of the vendor's commitment. Mesa County will evaluate the qualifications, references, overall fit with Mesa County as well as take into consideration the proposed scope and pricing submitted to determine the most qualified website vendor.

4.2. Scope of Services/Specifications: Offeror shall address and assume all of the following information within their proposal submittals.

1. Executive Summary

- Provide a short overview of how vendor will assist Mesa County in achieving the goals outlined in this RFP

2. Company Profile

- Include an overview of vendor's company, which encompasses a brief company history highlighting your experience working with local governments, the length of time the company has been in business, and the number of current employees
- Name the vendor's main point of contact for the RFP process, including their email address and telephone number
- Describe any differentiators that set vendor and vendor's systems apart from your competitors

- One-source vendors are preferred. If utilizing subcontractors for any portion of the RFP requirements, provide subcontractor company information and key personnel involved

3. Experience

- Provide a minimum of three County or municipal references, and include the following information for each:
 - Client name
 - Website URL
 - Client contact person and title
 - Phone
 - Email address
- Provide a portfolio of 4-6 examples of vendor's website design experience

4. Project Team

- Identify and define vendor's project team roles for implementation
- Include a project team organization chart showing the relationship of each role

5. Website Design

- Vendor shall work with Mesa County to determine the website requirements including creative elements and architecture.
- The Vendor shall provide a Wireframe for homepage, 1 homepage design + presentation of the design and performing up to 3 revisions on the design
- The Vendor shall provide a Wireframe for second level and detail page design, a minimum of 3 second level detail designs + presentation of the design and performing up to 3 revisions on the designs
- The Vendor shall provide page designs that are responsive to desktop, tablet and mobile platforms.
- The Vendor shall ensure the Web Site designs comply with Federal and State of Colorado Americans with Disabilities Act (ADA) standards including current versions of both WCAG and W3C guidelines.
- The Vendor shall develop, program and test the website using WordPress CMS

6. Website Content

- The Vendor shall work with all the Mesa County departments to determine the required content based on current website analytics, legislative requirements, and departmental needs.
- The Vendor shall then provide a report of the required content to the Mesa County team in order to be implemented into the new website.
- The Vendor shall ensure the Web Site content complies with Federal and State of Colorado Americans with Disabilities Act (ADA) standards including current versions of both WCAG and W3C guidelines.

7. Website Training

- Mesa County expects the vendor to provide in-depth, professional training services for a Content Management System that will educate Mesa County staff on functionality, features, processes, and best practices including ADA compliance. After training sessions, Mesa County's staff should be confidently prepared to maintain the new website after launch.

8. Project Management & Implementation

- The chosen vendor will supply a professional project team to assist the Mesa County Information Technology Department needed for a successful implementation of Mesa County's new website.

- The vendor's project team shall be responsible for developing a comprehensive project management plan to include outlining methods of communication for implementation, supplying a detailed project timeline, and identifying tasks and deliverables for both Mesa County's staff and vendor's staff.
- The vendor shall work with Mesa County Information Technology Department staff to implement the new system with industry best practices and security standards.
- The vendor shall work with Mesa County Information Technology Department staff to implement the final Web Site design templates and style sheets.
- The vendor shall provide assistance to the Mesa County Information Technology Department staff to implement the determined department content.

9. Exceptions

- Identify any exceptions to the specifications of this RFP and attachments. Exceptions must reference the relevant section(s) and an alternate solution or substitute language in lieu of such requirement or specification.

4.3 Questions Regarding Scope of Services.

Jean Davis, Owner's Representative
jean.davis@mesacounty.us
970-244-3237

SECTION 5: PROPOSAL CONTENT

Submission. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).

5.1. 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.

5.2. Scope of Services Response. Offeror shall submit their response to the scope of services/specifications noted in Section 4 of this RFP.

5.3. 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 shall be specifically identified for each of the following:
 - Website Design
 - Website Content
 - Website Training
3. Include specific details and amounts of any content or data migration, training hours, and any included enhancements and functionality to meet the requirements
4. Please include costs for continuing support where necessary including the addition of post-implementation support.
5. Separately list any optional enhancements that vendor believes will benefit Mesa County's project.
6. Provide options of how fees can be reduced, noting the advantages and disadvantages of each option.
7. Pricing must be in US dollars (USD).

5.4. 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.

5.5. 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 uploaded as a separate file. The Owner reserves the right to make award in the best interest of the Owner.

5.6. Confidential Material (optional). Only submittal information clearly identified with the words “Confidential Disclosure” and uploaded 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 Public Records Act. 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.

5.7. Solicitation Response Form. Offeror shall complete and submit the attached Solicitation Response Form (see Section 7) with their proposal.

SECTION 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. Understanding of the project and the objectives
 4. Past or current performance with Mesa County or other entity
 5. Experience
 6. References
 7. Fees
- 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 will 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 Award.** The Owner reserves the right to consider all of the information submitted, any selection criteria, oral presentations, and site visits, in selecting the winning Offeror. If applicable per Purchasing Policy purchasing amount limits, selection by the evaluation team may be over-ridden by the Board of County Commissioners

SECTION 7: SOLICITATION RESPONSE FORM

The Owner reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for Sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are exempt from sales or use tax. Colorado Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

State number of Addenda received: _____.

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

Company Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Address: _____

Email Address: _____

CONTRACT FOR PROFESSIONAL SERVICES
(CORPORATION/PARTNERSHIP)

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

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

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.

2. The total amount of the Contract shall not exceed \$ _____. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed. Both parties agree 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 County may terminate this Contract immediately without further liability.

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 _____.

5. The term of this Contract shall be from _____ to (or as extended herein).

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

7. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the 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.

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

Upon termination or expiration of this Contract, 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 immediate termination by the County in the event the County determines, in its sole discretion, that the health, safety or welfare of persons receiving services hereunder may be in jeopardy by Contractor continuing to provide the services hereunder. Additionally, the County may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

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

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

By: _____
Janet Rowland, Chair

Attest:

Clerk & Recorder

CONTRACTOR
(NAME OF CORPORATION OR PARTNERSHIP)

By: _____
Name, Title

Attest:

Secretary

EXHIBIT C

MESA COUNTY PROFESSIONAL SERVICES AGREEMENT 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 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 County, with a copy to 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, County and 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 Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, 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 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 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 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.
- D. 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.

7. The policies required by paragraph (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 "ACORD 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 County. Items listed below, which have been marked with an "X" are required of Contractor by 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)

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

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

_____ BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

_____ Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

EXHIBIT D

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. 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, 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, 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. 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. 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 Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.

6. 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 County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

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

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other

entities for work similar to that to be performed by 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 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 of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

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 Contractor has taken all steps necessary that the signature is binding upon 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 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 County's sole and unfettered discretion.

16. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of action of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to 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 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: 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, 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, Contractor may copyright such, but 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. Contractor certifies that Contractor shall comply with the provision of CRS 8-17.5-101 *et seq.* 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. 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). 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 Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 *et seq.*, County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to 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, 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.

21. Force Majeure: Neither Contractor nor County shall be liable to the other for any delay in,

or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

EXHIBIT D
ADDENDUM A

**NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND
CERTIFICATION BY CONTRACTOR**

Contractor acknowledges 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. 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. 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 Contractor does not employ any illegal aliens and, if 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. Contractor acknowledges that 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 Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - A. Notify the subcontractor and the contracting state agency or political subdivision within three days that 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 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, County may terminate the contract for a breach of the contract. If the contract is so terminated, Contractor shall be liable for actual and consequential damages to County.

8. County is obligated to notify the Office of the Secretary of State if a contractor violates a provision of this Addendum and 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. 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