

# COUNTY OF PARK GOVERNMENT

Department of Public Works  
 1246 County Road 16  
 P.O. Box 147  
 Fairplay, CO 80440  
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 jsteffen@parkco.us

## INVITATION FOR BID 2022 Chip Seal Road Oil

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN  
 3.15.2022 at 12:00 AM MST**

### BIDDER'S CERTIFICATION

We offer to furnish to County of Park, Department of Public Works, the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-mail \_\_\_\_\_

BY: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Printed or Typed)

\_\_\_\_\_  
 (Written Signature)

TAXPAYER I.D. NUMBER: \_\_\_\_\_

Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.

Proposals shall be submitted in electronic format and through the Rocky Mountain E-Purchasing website (<https://www.bidnetdirect.com/colorado>). It is advisable that bidder be familiar with this website in order to successfully submit their bids. It is the sole responsibility of the bidder to see that their bid response is received on time. (Park County does not have access to, or control of, the vendor side of Rocky Mountain E-Purchasing and is not responsible for any problems that may arise with bid submittals). Bids will not be considered which are received after bid response time stated. All submitted bids must be on the attached Bid Form. (See page 11).

Park County reserves the right to reject any or all bids, or accept any presented which meet or exceed the specifications which are deemed to be in the best interest of Park County, and will not necessarily be bound to accept the low bid. The County also reserves the right to waive formalities or informalities contained in said bid, and to negotiate any optional items with the successful bidder.

**SCOPE OF SERVICES:**

Through this Invitation for Bid (IFB), the Department of Public Works of County of Park, hereinafter referred to as County, respectfully requests bids from responsible qualified firms for the provision of the purchase of, CRS-2R and CQS-1h 1% L (latex) emulsified road oil, as specified.

**BID CONDITIONS AND PROVISIONS:**

All bids must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this IFB, which shall become part of the final bid.

All bids must be signed by a duly-authorized official of the company. The completed and signed bid (together with all required attachments) must be submitted to the County on or before the due date and time shown on Page 1, through the Rocky Mountain E-Purchasing web site.

All participating bidders, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this IFB as stated or implied herein. Any alteration, erasure or interlineations by the bidder in this IFB shall constitute cause for rejection by the County. Exceptions or deviations to this IFB must not be added to the IFB pages, but must be on bidder company letterhead and accompany the bid response.

All bidders are required to complete all the information requested in this IFB. Failure to do so may result in the rejection of the bid. When omitting a bid on an item, please insert the words "NO BID".

Should options beyond the specified product be available, bidders shall list said options on a sheet containing the company letter head with a clear definition of the options and a stated price for said option. The County reserves the right to negotiate optional items with the successful bidder.

Bids shall be firm quotations subject to acceptance or rejection within ninety (90) days of the bid opening date.

A bidder may withdraw their bid at any time prior to the scheduled due time of receipt; however, persons or firms withdrawing bids may not submit another bid in this matter.

The County will not be responsible for any goods delivered without its purchase order, signed by an authorized representative of the County.

**BID CONDITIONS AND PROVISIONS CONTINUED:**

All information submitted in response to this IFB may be subject to disclosure under the Open Records Act once the bid is opened. Bidders are discouraged from providing information that they consider confidential and/or privileged as part of a response to this IFB. IF any portion of your response is identified as proprietary and/or confidential, Park County cannot guarantee the confidentiality of all documents.

All bidders must submit written disclosure of any known potential conflicts of interest that may result as a result of the purchase of the product(s) specified herein.

**ETHICAL STANDARDS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement as a result of this IFB.

**NON-COLLUSIVE BIDDING CERTIFICATION:**

By the submission of this bid, the bidder certifies that:

The bid has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.

No bidder shall submit more than one bid, to include alternate bid or bids, for this purchase.

**ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:**

A bidder or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order made and entered into pursuant to the County IFB without the prior written approval of County of Park.

**TAXES:**

All price quotations shall reflect all applicable tax exemptions for County of Park:

Federal Registration Number: 84-6000792

State Registration Number: 98-04415

## **QUESTIONS/INQUIRIES/ADDENDUMS:**

All questions related to this IFB must be through Rocky Mountain E-Purchasing by 1:00 PM, March 8, 2022. Responses will be shared with all potential respondents. If it becomes necessary to revise any part of this IFB, or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued on Rocky Mountain E-purchase web site by 12:00 AM, March 11, 2022. It is the responsibility of the respondent to ensure that they have received all addendums prior to submitting their IFB response.

*Bid opening will occur at Park County Public Works conference room, located at 1246 CR 16, Fairplay Colorado, immediately following the bid closure deadline.*

## **INSURANCE:**

Bidder agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Bidder pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

Bidder shall procure and maintain, and shall cause any subcontractor of bidder to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage

Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease - policy limit, and two million dollars (\$2,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest's provision, and shall be endorsed to include the County and the County's officers, employees, and consultants as additional insureds. No additional insured

endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

**INSURANCE CONTINUED:**

Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

Any insurance carried by the County, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by bidder. Bidder shall be solely responsible for any deductible losses under any policy.

Bidder shall provide to the County a certificate of insurance, completed by bidder's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the County. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Failure on the part of bidder to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement, or at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by bidder to the County upon demand, or the County may offset the cost of the premiums against any monies due to bidder from the County.

**INDEMNIFICATION:**

Bidder agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of bidder, any subcontractor of bidder, or any officer, employee, representative, or agent of bidder or of any subcontractor of bidder, or which arise out of any workmen's compensation claim of any employee of bidder or of any employee of any subcontractor of bidder.

**TERMINATION:**

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the County's providing bidder with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the County's issuance of written notice of intent to terminate, the County shall pay bidder for all work previously authorized and completed prior to the date of termination. If, however, bidder has substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the County thereafter shall be at the County's sole risk, unless otherwise consented to by bidder.

**CONFLICT OF INTEREST:**

Bidder shall disclose any personal or private interest related to property or business within the County. Upon disclosure of any such interest, the County shall determine if the interest constitutes a conflict of interest. If the County determines that a conflict of interest exists, the County may treat such conflict of interest as a default and terminate this Agreement.

**INDEPENDENT CONTRACTOR:**

Bidder is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by bidder to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of bidder for all purposes. Bidder shall make no representation that it is a County employee for any purposes.

**WORKER(S) WITHOUT AUTHORIZATION:**

If Contractor has any employees or subcontractors, the Contractor shall comply with §§ 8-17.5-101, et seq., C. R. S., regarding Worker(s) Without Authorization – Public Contracts for Services, and this Agreement. By execution of this Agreement, the Contractor certifies that it does not knowingly employ or contract with a Worker(s) Without Authorization who will perform work under this Agreement and that the Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Contractor shall not:

- (i) Knowingly employ or contract with a Worker(s) Without Authorization to perform work under this Agreement; or

(ii) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a Worker(s) Without Authorization to perform work under this Agreement.

B. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. The Contractor shall not use either the E-Verify Program or Department Program to undertake preemployment screening of job applicants while this Agreement is in effect.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a Worker(s) Without Authorization, the Contractor shall:

(i) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a Worker(s) Without Authorization; and

(ii) Terminate the subcontract with the subcontractor if within (3) days of receiving the notice required pursuant to the preceding sub-subparagraph, the subcontractor does not stop employing or contracting with the Worker(s) Without Authorization; 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 a Worker(s) Without Authorization.

E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C. R. S.

F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated,

Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

If bidder does not have employees, bidder shall sign the "No Employee Affidavit" attached hereto.

If bidder wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

**MISCELLANEOUS:**

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Park County, Colorado.

No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.

Integration. This Agreement and any attached exhibits constitute the entire Agreement between bidder and the County, superseding all prior oral or written communications.

Third Parties. There are no intended third-party beneficiaries to this Agreement.

Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient, when directly presented as an addendum, on the Rocky Mountain E-Purchasing web site.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

Modification. This Agreement may only be modified upon written agreement of the parties.



Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

Governmental Immunity. The County, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the County and its officers or employees.

Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

**MISCELLANEOUS CONTINUED:**

Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County's governing body. Should sufficient funds not be appropriated for the County's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

**MISCELLANEOUS CONDITIONS, MATERIAL AVAILABILITY:**

Bidder must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the County immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the County may require the services to be redone at no additional expense to the County.

**TIME:**

The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in the Contract Documents.

**MINIMUM REQUIREMENTS/SPECIFICATIONS:**

General:

The County is soliciting competitive bids from qualified and interested companies to provide an estimated 25,000 gallons of CRS-2R Cationic Rapid Setting Emulsified Asphalt Polymer Modified road oil and 5,500 gallons of CQS-1h 1% L fog seal, for the County's 2018 Chip Seal Program. Pricing shall be all inclusive and include all freight/shipping charges.

**PRICE, PAYMENT, AND DELIVERY:**

All prices shall be firm and fixed for the specified time frame.

All payment terms shall be "Net 30" from date of delivery of the product(s) specified herein consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.

All prices shall be "F.O.B. Destination Freight Pre-Paid and Allowed" to locations shown. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Bidder shall state length of "pricing valid" dates and shall state dates beyond the stated period that pricing may be increased/decreased.

**DELIVERY LOCATION AND ESTIMATED QUANTITIES:**

The quantities indicated in this Invitation for Bid are Estimates. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. Flexibility in quantities ordered daily from supplier is required.

## BID FORM

Item	Unit	Description	Estimated Quantity	Delivered to:	Unit Price
1	Gallon	*CRS-2R	25,000 Gal.	195 CR72, Bailey Co. (Ball field parking lot)	
2	Gallon	*CQS-1h 1%L Fog Seal	5,500	195 CR72, Bailey Co. (Ball field parking lot)	

\* CRS-2R Shall conform to Specifications as defined in Table 702-3, and CQS-1h 1% L Fog Seal, shall conform to the specifications as defined in Table 702-4, of the **2017** issue of the **Colorado Department of Transportation, Standard Specifications For Road and Bridge Construction** book.

Emulsion shall be cationic rapid setting emulsified asphalt, polymer modified.

CRS-2R shall be an emulsified mixture of straight-run vacuum tower bottoms asphalt, synthetic SBR polymer dispersion, emulsifiers and water.

The emulsion shall contain a minimum of three percent styrene butadiene rubber (SBR) by weight of asphalt cement.

CQS-1h 1% L Fog Seal shall be mixed at a 50% Latex and 50% warm (<205 degree Fahrenheit) water ratio.

The emulsion shall be suitable for pumping and application through a distributor truck.

Bidder shall be able to provide onsite assistance, by a knowledgeable representative, for the first two days of chip seal application and be available for any additional assistance, if required, either in person, by phone or E-mail.

### **REJECTION OF MATERIALS:**

The County reserves the right to return partially used quantities due to flaws and/or batch imperfections. Judgment of defects will be at the discretion of the County representative.

### **CONTRACT PERIOD:**

The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period which is March 15, 2022 to March 15, 2023. The County shall have the right to renegotiate the contract for 3 (three) additional one-year periods, or any portion thereof.

**PACKING SLIPS OR DELIVERY TICKETS:**

All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The name of the article and stock number
- The quantity ordered
- The quantity shipped
- The quantity back ordered
- The name of the vendor(s)

**IFB**  
**2022 DUST SUPPRESSANT**  
**ATTACHMENT C**  
**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Consultant does not have any employees]*

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the County, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Agreement with the County, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The County must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the County's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Consultant must verify this statement through the Federal Systematic Worker without Authorization Verification of Entitlement program, the "SAVE" program, and provide such verification to the County.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date