COLORADO
Division of Reclamation, Mining and Safety
Department of Natural Resources

DATE: April 10th, 2020
TO: Interested Contractors
FROM : Jeremy Reineke, Division of Reclamation, Mining and Safety
RE: West Bijou Creek Bond Forfeiture Project-Discretionary Purchase

Enclosed is a brief description and bid schedule for the West Bijou Creek Bond Forfeiture Project.

PROJECT LOCATION

The project is located at 64650 E. County Road 2 Byers, Colorado 80103 approximately 4 miles east of Strasburg, Colorado. Please see the attached maps.

WORK SUMMARY

The West Bijou Creek Project involves the removal and proper disposal of an approximately 4 cubic yard (4cy) concrete pad and large metal Bull Grate as well as the safeguarding of two hundred seventy five feet (275ft) of six foot (6ft) highwall. The highwall will be graded to a three to one (3:1) slope. An estimated 5 acers of the pit bottom as well as any areas disturbed by construction activities will be revegetated with a native seed mix provided by the PORJECT MANAGER.

Bid Submission and Evaluation

Bidders are cautioned that, notwithstanding any remarks or clarifications given at this meeting and site showing, all terms and conditions of the contract documents remain unchanged unless they are changed by written amendment issued by the OWNER. If the answers to questions, or any amendment to the contract documents create ambiguities, it is the responsibility of the bidder to seek clarification prior to submitting a bid.

Bid Submittal Date

The Deadline for all bids to be submitted is no later than 4:00 p.m. Tuesday April 24th, 2020.

Project Dates

The project is scheduled for construction between Monday May 18th and Friday June 12th, 2020. This includes mobilization time. These dates are tentative and may change.

Time of Completion

The time of completion allowed for the project is twenty five (25) calendar days after receipt of the Notice to Proceed. This includes mobilization time.

BID AWARD

Award will be made with reasonable promptness, by written notice to the low responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for bid. These criteria will include, but not be limited to the lowest GRAND TOTAL PRICE, corrected if necessary for errors in price extension and/or addition, on the Bidder's equipment if a List of Equipment Offered is required with the bid, and capability to meet the performance time requirements. The GRAND TOTAL PRICE will be used for comparing bids only.

To be considered responsive and responsible, bidders may not have a Below Standard "(1)", OVERALL (averaged) performance rating in the Colorado Contract Management System (CMS), for any construction project completed for Colorado in the last five years, per C.R.S. 24-105-1(2)

Notice of Award and Execution of Documents

A Notice of Award will be sent to the apparent low bidder within a reasonable time following the bid opening. The Division of Reclamation, Mining and Safety must receive the following by the date specified in the award letter:

(a) Certificates of Insurance showing proof of required coverage and Additional Insured Endorsement;
(b) *AML Contractor Ownership and Control Form*;
(c) *Minority (MBE)/women (WBE) Business Participation* form;
(d) Completed W-9 forms, if required;

If the above documents are not submitted properly by the date specified in the award letter, the Division of Reclamation, Mining and Safety may elect to award the project to the next lowest bidder.

The apparent low bidder must submit a certificate of insurance with the following limits:

INSURANCE

A. The contractor shall obtain at his own expense, and maintain at all times during the term of this contract, insurance listed below. Proof of insurance must be submitted on certificates showing the following minimum coverage:

1) Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

   a. $1,000,000 each occurrence;
   b. $1,000,000 general aggregate;
   c. $1,000.00 products and completed operations aggregate; and
   d. $50,000.00 any one fire.

   If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

3) Automobile Liability Insurance covering any auto (including owned, hire and non -owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

The Certificates of Insurance and insurance policies required above shall be subject to the following stipulations:

B. The State of Colorado shall be named as additional insured on the Commercial General Liability Policy (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037 or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State within ten days of the notice of award. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

G. Subrogation Waiver: All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

Bidders are advised to consult with their insurance carrier concerning these requirements. Submit a bid only if you are prepared to complete these requirements.

LIQUIDATED DAMAGES

The liquidated damages for this project will be $400.00 per day. Please see *General Bid Specifications 2009,* Article 39.

PROJECT FUNDING

This project is funded 100% through monies made available to the State of Colorado through revocation of bond monies retained by the Division of Reclamation, Mining and Safety for reclamation of this previously permitted mining operation.

CORA DISCLOSURE

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS 24-72-101, et.seq.

INDEMNIFICATION

Contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees and related costs, incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

GENERAL BID SPECIFICATIONS

The Colorado Inactive Mine Reclamation Program *General Bid Specifications 2009*, which include General Conditions, Standard Work Specifications, and Standard Drawings and Figures are intended to complement this Documented Quote. The Documented Quote combined with the *General Bid Specifications 2009* form the complete Invitation and Bid document. Please refer to the Standard Work Specifications for all applicable types of work required in the Documented Quote. Copies of the General Bid Specifications are available at the Pre-Bid Meeting or from the Division of Reclamation, Mining and Safety (CDRMS), 1313 Sherman Street, Room 215, Denver, Colorado 80203 (303) 866-3567.

Work Description

The attached *General Conditions of the Contract* and *Purchase Order Terms and Conditions* apply to all work.

TASK 1.0 - MOBILIZATION/DEMOBILIZATION

This item includes those measures necessary and incidental to move equipment and supplies onto the Project Area, to move equipment within the Project Area, and to complete any other requirements necessary to accomplish the goals of this Project. This item also includes all labor, equipment, and costs associated with demobilization and clean-up of the work site following completion of the Project. Please see Specification 1.0, Mobilization / Demobilization of the *General Bid Specifications, 2009*.

The CONTRACTOR will dispose of waste materials, including but not limited to refuse, garbage, sanitary wastes, spent solvents; oil and other petroleum products off of the Project Area in accordance with

applicable laws and regulations. The CONTRACTOR will specify to PROJECT MANAGER proposed methods for all waste collection and disposal, modes of waste transport, and waste disposal facilities and locations CONTRACTOR and subcontractors will use while performing the work, including making any necessary arrangements for waste collection and disposal. Any fees or charges required to be paid for collection, transport or disposal of waste materials shall be paid by the CONTRACTOR. A portable toilet will be required on the site throughout the duration of construction.

NOXIOUS WEEDS

In an attempt to mitigate the rampant spread of noxious weeds from one area to another, there will be a mandatory inspection of all equipment to be used during the course of construction at the project site. Prior to inspection, it is the responsibility of the Contractor to employ whatever cleaning methods are necessary to ensure that all equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Equipment shall be considered clean when a visual inspection determines the equipment free of such material. The CONTRACTOR will be required to notify the PROJECT MANAGER in advance of mobilizing equipment on site to arrange for inspection. Disassembly of equipment components will not be required.

At its expense, CONTRACTOR will comply with all applicable federal, state, and local laws, ordinances, rules and regulations relating to the work, the site, and any materials and/or equipment provided by CONTRACTOR.

Upon completion of the work under this Contract, the CONTRACTOR shall remove all temporary facilities, temporary infrastructure and equipment. The CONTRACTOR shall remove from the work site all rubbish, unused materials, and leave all areas in good order and condition, subject to the approval of the PROJECT MANAGER.

Measurement and Payment

Payment for Task 1.0 shall be reflected in a lump sum quote price under Task 1.0 on the Bid Schedule. Payment shall include all the CONTRACTOR'S expenses for mobilization of equipment to the site, transportation of the equipment within the project area, weed spraying, employee time, labor and materials necessary to accomplish the requirements of this item, compliance with the conditions and requirements described in this item description, and final clean-up of the work place.

TASK 2.0 PROJECT SAFETY, HEALTH, AND ENVIRONMENTAL ACTION PLAN (SHEAP)

The job will involve working around inactive mine features and hazards, and it is the responsibility of the CONTRACTOR to be aware of all OSHA regulations which apply to this contract. This task includes all the Contractors expenses for employee time, labor, materials, and safety equipment and safety training necessary for preparing and executing a job safety plan. The Successful Bidder will be required to prepare the Project Safety Plan (SHEAP) and submit it for review and approval to the DRMS. The CONTRACTOR is

required to develop and implement a Project Safety Plan in conjunction with project implementation. PROJECT MANAGER must receive the Project Safety Plan within five (5) working days of Notice to Proceed date. It is expected that the Project Safety Plan will be comprehensive and sufficiently detailed so that every member of the work crew (including sub-contractors) on site understands their responsibilities and the responsibilities of CONTRACTOR to ensure a safe and injury free work place.

The Project Safety Plan must be submitted to:

Jeremy Reineke
1313 Sherman Street, Room
Denver, CO 80203
FAX (303) 832-8106

At a minimum, the plan **MUST** provide specific, detailed responses to the following list of safety concerns that are likely to present themselves during the course of Project completion. When developing the Project Safety Plan, please list specific types of equipment to be provided by **CONTRACTOR**, including subcontractor(s), in order to address the safety concern, or specifically state the actions to be taken by **CONTRACTOR**, including crew and subcontractor(s) order to address the safety concern.

Measurement and Payment
There will be no measurement for payment. Payment for this task will be reflected in a lump sum quote under Task 2.0 on the Bid Schedule. This lump sum quote will cover all costs for developing and implementing the Project Safety Plan or SHEAP, including writing and revising the plan as required, provision and maintenance of safety equipment, conduct of daily safety meetings and all other items necessary and incidental to meeting the specifications of this item and of the Project Safety Plan or SHEAP. Payment shall be made as this item is completed and approved by the PROJECT MANAGER. Payment for this item will be made only on the final (before retainage) invoice.

TASK 3.0 REMOVE AND DISPOSE OF CONCRETE PAD & GRATING

The CONTRACTOR shall remove and proper offsite disposal of the approximately 4 cubic yard (4cy) concrete pad and large metal Bull Grate and any existing rubbish found at the location indicated on the attached Site Plan. No materials may be buried or disposed of on site. The East Regional Landfill (8201 Schumaker Rd, Bennet, CO 80102) or other appropriate disposal facility should be utilized.

Measurement and Payment
No measurement for payment shall be made for removal and disposal of the concrete pad, grating, or other materials. Payment will be lump sum for Task 3.0 on the Bid Schedule. The price bid for Task 3.0 will cover all costs for completing the activities required under this Task. Payment shall be as this task is completed and approved by the PROJECT MANAGER. Such payment shall be considered full compensation for all labor, materials, equipment, transportation and all other items and materials necessary and incidental to the completion of Task 3.0.

TASK 4.0 SAFEGUARD HIGHWALL & SITE GRADING

The CONTRACTOR will safeguard the two hundred seventy five foot (275ft) long, six foot (6ft) high section of highwall from the previous mining activities (See attached Site Plan). Approximately 550 cy of material will need to be graded. Please note this figure is an estimate and the CONTRACTOR is responsible for verifying all estimates prior to bid submittal. No outside fill or organic matter shall be utilized for backfill or site grading unless approved by the PROJECT MANAGER.

The highwall will be safeguarded by excavating the top edge of the highwall and using onsite materials to grade the highwall down to a slope with three feet of horizontal distance for every one foot of fall (3:1 slope). Placed material shall be compacted with mechanical compaction techniques approved by the PROJECT MANAGER. Thorough compaction shall consist of a minimum of two (2) passes over all areas so that the marks overlap one another. Equipment shall be tracked forward in a single pass and return along the same path.

Several small (less than 50cy each) topsoil stockpiles are found across the site. As directed by the PROJECT MANAGER these stock piles may be utilized to as final cover on disturbed areas or bladed down and graded to match existing site conditions.

Measurement and Payment
No measurement for payment shall be made for safeguarding the highwall and site grading. Payment will be lump sum for Task 4.0 on the Bid Schedule. The price bid for Task 4.0 will cover all costs for completing the activities required under this Task. Payment shall be as this task is completed and approved by the PROJECT MANAGER. Such payment shall be considered full compensation for all labor, materials, equipment, transportation and all other items and materials necessary and incidental to the completion of Task 4.0.

TASK 5.0 SEEDING & REVEGETATION

Following earthwork activities, the CONTRACTOR shall seed the mine pit floor as well as all areas disturbed by reclamation activities. This includes any areas disturbed for access. It is estimated that eleven and a half (11.5) acres will need to be reseeded. Areas will be revegetated according to the Revegetation Specifications, Section 20.0 in the *General Bid Specifications*, 2009.

Application of materials must be accomplished in a manner that results in a consistent, complete, through and even distribution of seed and fertilizer to all ground surfaces. Reseeding methods will be used so as to not disturb existing vegetation established on site. CONTRACTOR must supply the labor and equipment required to complete the reseeding, fertilizer application and mulching. PROJECT MANAGER will supply the seed.

The following requirements apply to reseeding:

A. **Seed Distribution**: The PROJECT MANAGER will provide the seed. An even distribution of seed over all disturbed areas is required. The seed shall be broadcast into the soil by hand raking or chain dragging, then lightly compacted to provide good seed-soil contact.

B. **Fertilizer**: No fertilizer is required.

C. **Mulch:** Certified weed-free straw mulch or equivalent as approved by the PROJECT MANAGER will be applied to all disturbed areas with slopes steeper than a 4:1 grade. Mulch will be applied at the rate of two (2) tons per acre. Mulch will be provided by CONTRACTOR. Mulch must be evenly distributed over the soil surface within 48 hours after seeding, and can be applied to the site by hand or mulch blower. Mulch must be crimped in either by hand or mechanically. Documentation of weed free certification must be provided to the Project Manager prior to application of the mulch. It is estimated that one (1) ton of weed free straw mulch will be required

D. **Watering**: <u>No water</u> will be applied to the revegetated areas.

Measurement and Payment

Revegetation will be measured to the nearest one tenth (0.1) acre and paid at the unit price per acre bid on the Bid Schedule Task 5.0. The price bid shall include all costs for labor, materials, equipment and all other items necessary for revegetation as described in these specifications. Payment for this task will be made only for the unit price shown under Task 5.0 of the Bid Schedule. Payment shall be as this task is completed and approved by the PROJECT MANAGER**.**

State of Colorado Purchase Order Terms and Conditions

1. Offer/Acceptance. This Purchase Order, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "PO") shall represent the entire and exclusive agreement between the State and the Vendor. If this PO refers to Vendor's bid or proposal, this PO is an ACCEPTANCE of Vendor's OFFER TO SELL in accordance with the terms and conditions of this PO. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to Vendor's acceptance, demonstrated by Vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order accepting the counter-offer is issued in accordance with **§4** accepting a counter-offer. The State shall not be responsible or liable for goods or services delivered or performed prior to issuance of this PO.

2. Order of Precedence. In the event of a conflict or inconsistency within this PO, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(a)** the Purchase Order document; **(b)** these Terms and Conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below); and **(c)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Any terms and conditions included on Vendor's forms or invoices not included in this PO are void.

3. Safety Information. All chemicals, equipment, and materials proposed or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.

4. Changes. Vendor shall furnish goods or services in strict accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by the State and accepted by Vendor. If this PO is for goods only and Vendor has not delivered the goods prior to the expiration of this PO, but Vendor delivers all of the goods to the State only after expiration of this PO, then the State, in its sole discretion, may accept the goods under this PO by extending this PO and delivering the modification to Vendor; however, regardless of anything to the contrary, if the State does not extend this PO for any reason then the goods delivered after expiration of this PO shall be deemed rejected, Vendor shall arrange the return of all delivered goods at Vendor's sole expense, and the State shall have no liability for any such goods.

5. Delivery. Unless otherwise specified in this PO, delivery shall be FOB destination, freight prepaid and allowed. The State is relying on the promised delivery date and any installation or service performance set forth in this PO as material and basic to the State's acceptance. If Vendor fails to deliver or perform as and when promised, the State, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

6. Rights to Materials. [*Not Applicable to POs issued either in whole or in part for Information Technology, as defined in CRS § 24-37.5-102(2); which shall be governed by Addendum 1 §B*.] Unless specifically stated otherwise in this PO, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Vendor or delivered by Vendor to the State in performance of its obligations under this PO shall be the exclusive property of the State. Vendor shall return or deliver all Materials to the State upon completion or termination of this PO.

7. Reporting. If Vendor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this PO or may affect Vendor's ability to perform its obligations under this PO, Vendor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Vendor shall disclose, in a timely manner, in writing to the State all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting this PO. The State may impose any remedies available, which may include, without limitation, suspension or debarment.

8. Conflicts of Interest. Vendor acknowledges that with respect to this PO, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Vendor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Vendor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Vendor is uncertain as to such, Vendor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction with respect to the actual or apparent conflict constitutes a breach of this PO.

9. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("UCC"), relating to implied or express warranties for goods are incorporated herein, in addition to any warranties contained in this PO.

10. Inspection and Acceptance. The State's final acceptance of goods or services is contingent upon completion of all applicable inspection procedures. All goods delivered shall be newly manufactured and the current model, unless otherwise specified. The State shall have the right to inspect goods or services provided under this PO at all reasonable times and places. The State shall be the sole judge in determining "equals" with regard to conformance with the specifications outlined in this PO for quality, price, and performance. If any of the goods or services do not conform to this PO, the State, at its sole discretion, may require Vendor to either **(a)** replace the goods specified by the State or **(b)** perform the services again, without additional payment from the State. When defects in the quality or quantity of goods or services cannot be corrected by replacement or re-performance, the State may **(c)** require Vendor to take necessary action to ensure that future performance conforms to this PO and **(d)** equitably reduce the payment due Vendor to reflect the reduced value of the goods or services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

11. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Vendor. A tax exemption certificate will be made available upon Vendor's request.

12. Payment. The State shall not pay Vendor any amount for performance under this PO in excess of the Document Total set forth on the Purchase Order document. The State shall pay Vendor for all amounts due within 45 days after the State's receipt of goods or services and acceptance of a correct invoice of amount due. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Vendor shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The State may benefit from any early payment discount offered by Vendor by making payment within the timeframes required by Vendor to be eligible for such discount. If Vendor offers an early payment discount, then the discount shall be shown on Vendor's invoices to the State, and if the State makes payment on the invoice within the time frame for the discount, Vendor shall either **(a)** accept the payment amount less the appropriate discount or **(b)** refund the discount back to the State. Except as specifically agreed in this PO, Vendor shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this PO.

13. Assignment. Vendor's rights and obligations under this PO shall not be transferred or assigned without the prior, written consent of the State and execution of a new PO. Any attempt at assignment or transfer without such consent and new PO shall be void. Any new PO approved by the State shall be subject to the same terms and conditions as those set forth in this PO.

14. Subcontracts. Unless otherwise specified in this PO, Vendor shall not enter into any subcontract in connection with its obligations under this PO without the prior, written approval of the State. Vendor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Vendor in connection with this PO shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this PO.

15. Severability. The invalidity or unenforceability of any provision of this PO shall not affect the validity or enforceability of any other provision of this PO, which shall remain in full force and effect, provided, that the parties can continue to perform their obligations in accordance with the intent of this PO.

16. Survival of Certain PO Terms. Any provision of this PO that imposes an obligation on a party after termination or expiration of this PO shall survive the termination or expiration of this PO and shall be enforceable by the other party.

17. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this PO does not and is not intended to confer any rights or remedies upon any person or entity other than the parties. Enforcement of this PO and all rights and obligations hereunder is reserved solely to the parties. Any services or benefits which third parties receive as a result of this PO are incidental to this PO, and do not create any rights for such third parties.

18. Waiver. A party's failure or delay in exercising any right, power, or privilege under this PO, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

19. Indemnification. [*Not Applicable to Inter-governmental POs*] Vendor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Vendor, or its employees, agents, subcontractors, or assignees in connection with this PO. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information.

20. Notice. All notices given under this PO shall be in writing, and shall be delivered to the contacts for each party listed on the Purchase Order document. Either party may change its contact or contact information by notice submitted in writing to the other party without a formal modification to this PO.

21. Insurance. Except as otherwise specifically stated in this PO, Vendor shall obtain and maintain insurance as specified in this section at all times during the term of this PO: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Vendor employees acting within the course and scope of their employment; **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire; and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Vendor will or may have access to any protected information, then Vendor shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of this PO. Additional insurance may be required as provided elsewhere in this PO. All insurance policies required by this PO shall be issued by insurance companies with an AM Best rating of A-VIII or better. This insurance requirement shall not apply if this PO is solely for goods, as determined by the State, unless specifically stated otherwise in this PO or any attachment or exhibit to this PO. If Vendor is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Vendor shall instead comply with the Colorado Governmental Immunity Act.

22. Termination Prior to Vendor Acceptance. If Vendor has not begun performance under this PO, the State may cancel this PO by providing written notice to the Vendor.

23. Termination for Cause. (a) If Vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified in this PO, the State may notify Vendor in writing of non-performance and, if not corrected by Vendor within the time specified in the notice, terminate Vendor's right to proceed with this PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated. **(b)** Vendor shall be liable for excess costs incurred by the State in procuring similar goods or services and the State may withhold such amounts as the State deems necessary. **(c)** If after rejection, revocation, or other termination of Vendor's right to proceed under the UCC or this clause, the State determines for any reason that Vendor was not in default or the delay was excusable, the rights and obligations of the State and Vendor shall be the same as if the notice of termination had been issued pursuant to termination under **§25**.

24. Termination in Public Interest. The State is entering into this PO for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, or Courts. If this PO ceases to further the public interest of the State as determined by its Governor, General Assembly, or Courts, the State, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§24**. A determination that this PO should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Vendor specifying the part of this PO terminated and when termination becomes effective. Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the State shall pay **(a)** reasonable settlement expenses, **(b)** this PO price or rate for supplies and services delivered and accepted, **(c)** reasonable costs of performance on unaccepted supplies and services, and **(d)** a reasonable profit for the unaccepted work. For existing goods, the State shall pay **(e)** reasonable settlement expenses, **(f)** the PO price for goods delivered and accepted, **(g)** reasonable costs incurred in preparation for delivery of the undelivered goods, and **(h)** a reasonable profit for the preparatory work. The State's termination liability under this section shall not exceed the total PO price. As a condition for payment under this section, Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as requested by the State.

25. Funds Availability. Financial obligations of the State payable after the State's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The State represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

26. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. No term or condition of this PO shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

27. Independent Contractor. Vendor shall perform its duties under this PO as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of the State. Vendor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Vendor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this PO. Vendor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

28. Compliance with Law. Vendor shall comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

29. Choice of Law, Jurisdiction and Venue. [*Not Applicable to Inter-governmental POs*] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this PO. The UCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference, which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this PO shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State.

30. Prohibited Terms. Nothing in this PO shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this PO that requires the State to indemnify or hold Vendor harmless; requires the State to agree to binding arbitration; limits Vendor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

31. Vendor Offset and Erroneous Payments. [*Not Applicable to Inter-governmental POs or to POs issued solely for goods*] The State Controller may withhold payment under the State's Vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Vendor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Vendor by deduction from subsequent payments under this PO, deduction from any payment due under any other contracts, grants or agreements between the State and Vendor, or by any other appropriate method for collecting debts owed to the State.

32. Public Contracts for Services. [*Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services*] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Colorado Department of Labor and Employment ("CDLE") program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall **(a)** not use E-Verify Program or CDLE program procedures to undertake pre-employment screening of job applicants during performance of this PO, **(b)** notify subcontractor and the State within three days if Vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, **(c)** terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and **(d)** comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by CDLE. If Vendor participates in the CDLE program, Vendor shall deliver to the State a written, notarized affirmation that Vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the CDLE program. If Vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this PO for breach and, if so terminated, Vendor shall be liable for damages.

33. Public Contracts with Natural Persons. Vendor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that such person **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced a form of identification required by CRS §24-76.5-103 prior to the date Vendor delivers goods or begins performing services under the terms of this PO.

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS PO IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS PO.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(b) "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(c) "HIPAA"** means the federal Health Information Portability and Accountability Act; **(d) "Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; **(e) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(f) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by HIPAA; **(g) "PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(h) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act, CRS §§24-72-200.1, et seq. ("CORA"), and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this PO, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Vendor in the performance of its obligations under this PO shall be the exclusive property of the State (collectively, "State Materials"). Vendor shall deliver all State Materials to the State upon completion or termination of this PO. The State's exclusive rights in any Work Product prepared by Vendor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Vendor shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Vendor's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Vendor and third party software licenses and rights to use any Vendor or third party software granted under this PO and its attachments to which the State is a party and **(b)** all amounts payable to Vendor pursuant to this PO and its attachments and the State's its obligations under this PO or to any amounts payable to Vendor in relation to this PO, which records shall contain sufficient information to permit Vendor to confirm the State's compliance with the use restrictions and payment obligations under this PO or to any third-party use restrictions to which the State is a party. Vendor retains the exclusive rights, title and ownership to any and all pre-existing materials owned by or licensed to Vendor including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Vendor under this PO, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Vendor Property"). Vendor Property shall be licensed to the State as set forth in a State-approved license agreement: **(c)** entered into as exhibits or attachments to this PO, **(d)** obtained by the State from the applicable third-party Vendor, or **(e)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(f)** requires the State or the State to indemnify Vendor or any other party, **(g)** is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or **(h)** is contrary to this PO.

C. License or Use Audit Rights. If this PO includes any license or other right to use Vendor's intellectual property, Vendor shall have the right, at any time during and throughout the term of this PO, but not more than once during any State fiscal year, to request via written notice in accordance with the notice provisions of this PO that the State audit its use of Vendor's intellectual property and certify as to its compliance with any applicable license or use restrictions and limitations contained in this PO (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Vendor ("Audit Certification") within 120 days following the State's receipt of the Audit Request. If upon receipt of the State's Audit Certification, the parties reasonably determine that: **(a)** the State's use of licenses, use of software, use of programs, or any other use of intellectual property during the audit period exceeded the use restrictions and limitations contained in this PO ("Overuse") and **(b)** the State would have been or is then required to purchase additional rights to use Vendor's intellectual property ("Additional Rights"), Vendor shall provide written notice to the State in accordance with the notice provisions of this PO identifying any Overuse or required Additional Rights and request that the State bring its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this PO, or incorporated as a part of Vendor's or any subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the parties, the State shall not be liable for the costs associated with any Overuse or Additional Rights, during the audit period regardless of whether the State may have been notified in advance of such costs.

D. Vendor Records. Vendor shall maintain a file of all documents, records, communications, notes, and other materials relating to the work (the "Vendor Records"). Vendor Records shall include all documents, records, communications, notes and other materials maintained by Vendor that relate to any work performed by Subcontractors, and Vendor shall maintain all records related to the work performed by Subcontractors required to ensure proper performance of that work. Unless a longer period is required in this PO or any attachment or exhibit to this PO, Vendor shall maintain Vendor Records until the last to occur of: **(a)** the date three years after the date this Purchase Order expires or is terminated, **(b)** final payment under this Purchase Order is made, **(c)** the resolution of any pending Purchase Order matters, or **(d)** if an audit is occurring, or Vendor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period"). Vendor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy, and transcribe Vendor Records during the Record Retention Period. Vendor shall make Vendor Records available during normal business hours at Vendor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Vendor's performance of

its obligations under this Purchase Order using procedures as determined by the State. The State shall monitor Vendor's performance in a manner that does not unduly interfere with Vendor's performance of the work. Vendor shall promptly submit to the State a copy of any final audit report of an audit performed on Vendor's records that relates to or affects this Purchase Order or the work, whether the audit is conducted by Vendor or a third party.

E. Information Confidentiality. Vendor shall keep confidential, and cause all subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Vendor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this PO, permitted by law, or approved in writing by the State. Vendor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Vendor or any of its subcontractors will or may have access to any State Confidential Information or any other protected information, Vendor shall comply with all Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406, and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Vendor's performance under this PO. Such obligations may arise from HIPAA; IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); Federal Bureau of Investigation Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information With The Social Security Administration. Vendor shall immediately forward any request or demand for State Records to the State's purchase agent.

F. Other Entity Access and Nondisclosure Agreements. Vendor may provide State Records to its agents, employees, assigns and subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and subcontractors who require access to perform their obligations under this PO. Vendor shall ensure all such agents, employees, assigns, and subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this PO, and that the nondisclosure provisions are in force at all times the agent, employee, assign or subcontractor has access to any State Confidential Information. Vendor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

G. Use, Security, and Retention. Vendor shall use, hold, and maintain State Confidential Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Vendor shall provide the State with access, subject to Vendor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this PO, Vendor shall return State Records provided to Vendor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Vendor is prevented by law or regulation from returning or destroying State Confidential Information, Vendor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

H. Incident Notice and Remediation. If Vendor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Vendor can establish none of Vendor or any of its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Vendor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Vendor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Vendor shall make all modifications as directed by the State. If Vendor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Vendor shall reimburse the State for the reasonable actual costs thereof.

I. Data Protection and Handling. Vendor shall ensure that all State Records and Work Product in the possession of Vendor or any subcontractors are protected and handled in accordance with the requirements of this PO at all times. Upon request by the State made any time prior to 60 days following the termination of this PO for any reason, whether or not this PO is expiring or terminating, Vendor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions, and attachments in its native format. Upon the termination of Vendor's services under this PO, Vendor shall, as directed by the State, return all State Records provided by the State to Vendor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Vendor prevent Vendor from returning or destroying all or part of the State Records provided by the State, Vendor shall guarantee the confidentiality of all State Records in Vendor's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Vendor's infrastructure at its sole discretion and at any time.

J. Compliance with OIS Policies and Procedure. Vendor shall review, on a semi-annual basis, all Colorado Office of Information Security ("OIS") policies and procedures which OIS has promulgated pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Vendor shall cooperate, and shall cause its subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

K. Safeguarding PII. If Vendor or any of its subcontractors will or may receive PII under this PO, Vendor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Vendor shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101.

L. Software Piracy Prohibition. State or other public funds payable under this PO shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Vendor hereby certifies and warrants that, during the term of this PO and any extensions, Vendor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Vendor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this PO, including, without limitation, immediate termination of this PO and any remedy consistent with federal copyright laws or applicable licensing restrictions.

M. Information Technology. To the extent that Vendor provides physical or logical storage of State Records; Vendor creates, uses, processes, discloses, transmits, or disposes of State Records; or Vendor is otherwise given physical or logical access to State Records in order to perform Vendor's obligations under this PO, Vendor shall, and shall cause its subcontractors, to: **(a)** provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this PO; **(b)** maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; **(c)** comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; **(d)** provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; **(e)** promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; and **(f)** comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Vendor shall not allow remote access to State Records from outside the United States, including

access by Vendor's employees or agents, without the prior express written consent of OIS. Vendor shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

COLORADO
Division of Reclamation, Mining and Safety
Department of Natural Resources
1313 Sherman Street, Room 215
Denver, CO 80203

Date May 08, 2020

Re: West Bijou Pit Bond Forfeiture Project Fair & Reasonable Pricing

To Whom It May Concern,

The bid submitted by Na Ali'i, LLC for the West Bijou Pit Bond Forfeiture project is considered fair and reasonable based upon comparison with the engineer's estimate and projects of similar size and scope. Additionally prices for individual project materials and activities match closely with pricing established in the DMRS 2019 Inactive Mine Cost Feature sheet.

Sincerely,

Jeremy D. Reineke, P.G.

Jeremy Reineke
Division of Reclamation, Mining and Safety
1313 Sherman St., #215
Denver, CO 80203
Fax (303) 832-8106

WEST BIJJOU CREEK BOND FORFEITURE PROJECT
Cost Estimate

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilize/Demobilize	1	Job	N/A	$ 1,500.00
2.0	Develop and Implement Health & Safety Plan	1	Job	N/A	$ 500.00
3.0	Remove and Properly Dispose of Concrete Pad and Metal Grating	1	Job	N/A	$ 7,495.00
4.0	Safeguard Highwall and Site Grading	1	Job	N/A	$ 10,500.00
5.0	Seeding and Revegetation	1	Job	N/A	$ 2,500.00
GRAND TOTAL			**$ 22,450.00**		

Contractor_____ Date_____

Signature _____ Phone_____

Address _____

_____

DO NOT AMEND ANY PART OF THIS BID SCHEDULE
ALL PAGES OF THIS BID SCHEDULE MUST BE RETURNED
ALL LINES ITEMS MUST BE COMPLETED

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Divide Insurance Co	25224
INSURER B:	Nautilus Insurance Company	17370
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Na Ali'i
3375 Koapaka Street Suite B200
Honolulu HI 96819 USA

COVERAGES **CERTIFICATE NUMBER:** 570081674300 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			ECP202219213	05/01/2020	05/01/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP2027308-12	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			FFX202219313	05/01/2020	05/01/2021	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA202219413 WCA202892411	05/01/2020 05/01/2020	05/01/2021 05/01/2021	X PER STATUTE / OTH-	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Misc Liab Cvg			ECP202219213	05/01/2020	05/01/2021	Professional Liab Deductible	$1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of Colorado, Division of Reclamation, Mining and Safety, DFWM Ranch LLC, Peter J Taylor and James P Taylor are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of State of Colorado, Division of Reclamation, Mining and Safety in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. DFWM Ranch LLC, 3701 S. Colorado Blvd., Cherry Hills Village, CO 80113, Landowner, Peter J Taylor (Same Address....50% Owner Of DFWM) James P Taylor, 3900 S. Colorado Blvd., Cherry Hills Village, CO 80113 (50% Owner Of DFWM).

Certificate No : 570081674300

CERTIFICATE HOLDER

State of Colorado, Division of
Reclamation, Mining and Safety
1313 Sherman Street, Room 215
Denver CO 80203 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000081044

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Na Ali'i
POLICY NUMBER: See Certificate Number: 570081674300	
CARRIER: See Certificate Number: 570081674300 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	Env Contr Poll			ECP202219213	05/01/2020	05/01/2021	Aggregate Limit	$1,000,000
							Per Occurrence	$1,000,000
							Deductible	$10,000

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- **Services of Architects, Engineers, Landscape Architects, Surveyors and Industrial Hygienists; Construction Inspection Services**

Architects, engineers, landscape architects, surveyors and industrial hygienists are hired to complete water studies, background planning, research and testing, construction plans, designs, land surveying, construction surveying subsidence monitoring, and construction monitoring. Outside architects and engineers are used in order to complete projects due to the volume of projects, time constraints and due to the need for specialized expertise in some cases. Field construction inspection services, day-to-day monitoring/project inspection on larger projects or during heavy construction times of the year.

- **Construction**

This category includes all construction undertaken by the Department, including construction, demolition, remodel and maintenance projects on all grounds and facilities owned, leased or controlled by the Department or at properties where the Department has an interest. This includes fence building, well-drilling, construction and maintenance of gauging stations and reclamation at mine, oil & gas sites undertaken by the Department. The Department does not have the equipment or expertise to undertake construction projects, nor have construction projects traditionally been undertaken by DNR staff. This category also includes construction, land improvements and habitat improvements completed by lessors or landowners on land leased by or from the Department, or for which the Department has a conservation easement or an interest, such as CHIPS and PHIPS habitat conservation incentive programs.

- Habitat Partnership Program (HPP)

This category includes HPP funded and approved projects that are directly related to reducing wildlife conflicts, particularly those associated with forage and fence issues. These services are limited to: weed spraying; fertilization; seeding; stackyard and fence building; well drilling, spring and pond development; vegetative treatments (performed by hand or mechanical); conservation easement; archeological surveys; and hunt coordinators. These services are intermittent, project-oriented and typically last fewer than six months.

A5 – Equipment Maintenance/Repair

- **Installation, Maintenance, Repair and Cleaning of Equipment**

This area includes installation, maintenance, repair and cleaning of all office equipment, telephones, field and technical equipment owned, leased or used by the Department. These services are specialized and require specialized knowledge of the equipment not possessed by Department staff.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Na Alii Consulting & Sales LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3375 Koapaka Street B200

Requester's name and address (optional)

6 City, state, and ZIP code
Honolulu, Hawaii 96819

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 0 - 1 7 4 1 7 4 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/23/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

For this Record...
Filing history and documents
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Na Alii Consulting & Sales LLC		
Status	Good Standing	**Formation date**	07/28/2014
ID number	20141460313	**Form**	Limited Liability Company
Periodic report month	June	**Jurisdiction**	Colorado
Principal office street address	3375 Koapaka St, Ste B200, Honolulu, HI 96819, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W. Littleton Boulevard, Littleton, CO 80120, United States
Mailing address	n/a

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification

Back

Terms & conditions | Browser compatibility

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/13/2020 from 8:00 AM to 1:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

NA Alii Consulting & Sales LLC
DUNS: 167164461 CAGE Code: 31CB3
Status: Active
Expiration Date: 05/07/2021
Purpose of Registration: All Awards

3375 Koapaka St Ste B200
Honolulu, HI, 96819-1862 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: NA Alii Consulting & Sales LLC
Doing Business As: Na-Ali'i
Business Type: Business or Organization
Last Updated By: Amanda Stoltz
Registration Status: Active
Activation Date: 05/07/2020
Expiration Date: 05/07/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200424-1037
WWW3

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.