

## REQUEST FOR PAYMENT

CSFS 820 (Revised 4/02)

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: West Range Reclamation, LLC

Prepared By: Bob Bundy

Date Prepared: 6/14/06

Comments:

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Fuels Reduction Services				
Bueno mine & Left Fork Unit 1				
Ref. P.O. # P320400				
Invoice dated 6/12/06				
53.75 ac (28.25 <sub>ac</sub> + 25.5 <sub>ac</sub> )	Private \$30,310.70	5-36828	4550	
	BLM \$11,350.00	5-32853	4550	

Payment Authorization:

\$41,660.70

Robert A. B. L.  
Account Manager or Designee Signature6/14/06  
Date

**WEST RANGE RECLAMATION, LLC***Sustainable Restoration Solutions*

36702 Fruitland Mesa Road \* Crawford, CO 81415  
307-760-4366 (Cody) \* 970-921-5460 (Office)  
970-921-5461 (Fax) \* FEIN #:27-0103076

**Bill To:**

Colorado State Forest Service  
Attn: Bob Bundy  
5625 Ute Highway  
Longmont, CO 80503

Date	Invoice #
6/12/2006	275

**Project:***Colorado State Forest Service***Contract/PO #:****P320400**

Quantity	Description	Rate	Amount
28.25	28.5 acres of restoration thinning/mulching and fuels mitigation on Left Fork Unit 1 with the Barko and Fecon attachment under purchase order P320400. All work is complete	698.0708	19,720.50
25.5	25.5 acres of restoration thinning/mulching and fuels mitigation on Bueno Mine with the Barko and Fecon attachment under purchase order P320400. All work is complete.	860.40	21,940.20
It's been a pleasure working with you!			<b>Total Due: \$41,660.70</b>



## CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

CSFS #805 (Rev. 4/93)

Date: 3-15-06	Requested by: Bob Bundy	Resale to:	CSFS Invoice #:				
Vendor: West Range Reclamation, LLC 36702 Fruitland Mesa Road Crawford, CO 81415 _____ _____ (PLEASE PROVIDE COMPLETE ADDRESS.)		Ship To: Colorado State Forest Service Boulder District 5625 Ute Highway Longmont, CO 80503 _____ _____ (PLEASE PROVIDE COMPLETE ADDRESS.)					
Reason for Vendor Selection: _____ Sole Source (attach completed Sole Source Justification form) _____ Previous Supplier <input checked="" type="checkbox"/> Other State Bid System		Terms: As per attached Independent Services Agreement					
Shipping Instructions: _____ FOB Fort Collins, Colorado _____ FOB		Delivery Date: TBA, see contract Deliver to: Initials _____ Bldg _____ Room _____ Phone _____					
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1	5-36828	4550	1		Service Agreement - Forest Mitigation - FR FTP	\$30,310.70	\$30,310.70
2	5-32853	4550	1		Service Agreement - Forest Mitigation - BLM GWA	\$11,350.00	\$11,350.00
3							
4							
5							
6							
7							
8							
9							
SPECIAL INSTRUCTIONS: Contact CSFS-Boulder District upon issuance of a PO#					Expenditure Approval: Authorized Signature: <u>Robert A. Bundy</u> Date: 3-15-06		Subtotal: \$ 41,660.70 Discount: \$ _____ TOTAL: \$ 41,660.70





**PURCHASING DEPARTMENT**

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

DATE

PURCHASE ORDER

03/27/06

P320400

**PURCHASE ORDER**

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

N

SHIPPING POINT PPD

D100299

PURCH. CONTACT

PHONE

DEPT. NO.

JOHN SWARO

(970) 491-1397

0073706

5000

V0000974160-11

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WEST RANGE RECLAMATION LLC  
36702 FRUITLAND MESA RD  
CRAWFORD CO 81415

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BOB BUNDY  
CSFS BOULDER DISTRICT  
5625 UTE HIGHWAY  
REFERENCE P.O. P320400  
LONGMONT CO 80503

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICE AGREEMENT		
001	1.00	LOT	SERVICE AGREEMENT FOR BUENO MINE AND LEFT FORK UNIT 1 MGMT UNITS FOREST RESTORATION THINNING/MULCHING AND FUELS MITIGATION PER ATTACHED CONTRACT.  END DATE: 30 JUN 2006  PAYMENT UPON COMPLETION 5-36828-4550	30,310.7000	30,310.70
002	1.00	LOT	SPLIT FUNDING  TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED A PART OF THIS PURCHASE ORDER.  ML 5 32853-4550	11,350.0000	11,350.00

WHEN YOU RECEIVE THE ABOVE ITEM(S) COMPLETE, SIGN, DATE & RETURN THIS COPY W/COPY OF PACKING SLIP TO S.O.  
SIGNED \_\_\_\_\_  
DATE REC'D \_\_\_\_\_

TOTAL

\$

41,660.70

PAYMENTS

DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS

C/P	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
					\$ _____
					DATE _____
					INITIALS _____

DEPARTMENT



## INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the Effective Date in section 2 below. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

### I. PARTIES:

4073706

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
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CONTACT NAME: Allen Owen
DEPARTMENT: Colorado State Forest Service
5060 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5060
TELE: 303-823-5774
FAX: 303-823-5768
EMAIL:alowen@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
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West Range Reclamation, LLC
TYPE OF BUSINESS: <u>Limited Liability Company</u>
STATE OF BUSINESS REGISTRATION: CO
BUSINESS ADDRESS: 36702 Fruitland Mesa Road
CITY, STATE, ZIP: Crawford, CO 81415
FEIN or TAX ID#: 270103076
CONTACT NAME: Cody T. Neff
DEPARTMENT: N/A
TELE: 970-921-5460
FAX: 970-921-5461
EMAIL: <u>westrange@hotmail.com</u>

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 536828 and 532853; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Invitation for Bids number D100299;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

### II. TERMS AND CONDITIONS OF THE CONTRACT

**1. Independent Contractor; Relationship of the Parties.** The parties aver that:

- a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
- b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
- c. The Contractor, if a sole proprietor, represents and warrants that he/she ☐ has ☒ has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and
- d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: \_\_\_\_\_ and shall terminate on June 30, 2006 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not valid until



the State Controller, or such assistant as he may delegate, has signed it. The State Controller or his/her delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.

**3. Payment Terms.**

**a. Check one box only:**

- i. ☒ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$41,660.70 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. ☐ **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed \_\_\_\_\_ and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

**4. Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

**5. Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

**6. Insurance Requirements**

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' 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. \$1,000,000 products and completed operations aggregate; and
  - d. \$50,000 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.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado



Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

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

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

B. The State of Colorado and Colorado State University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (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 (10 days for nonpayment of premium).

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 upon execution of this contract. 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.

7. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be works for hire and are the exclusive property of the University. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
8. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
9. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
10. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract



amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above. **A copy of every notice to CSU shall be provided to: Office of the General Counsel, 01 Administration Building, 0006 Campus Delivery, Fort Collins, CO 80523-0006.**
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
14. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
16. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:
  - ☒ **Exhibit A: Scope of Work**
  - ☒ **Exhibit B: Payment Provisions**
  - ☒ **Exhibit C: Federal Funds Addendum**
  - ☐ **Other:** \_\_\_\_\_
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:



## **SPECIAL PROVISIONS**

(Not for Use with Inter-Governmental Contracts)

### **1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)**

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

### **2. FUND AVAILABILITY. CRS 24-30-202 (5.5)**

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### **3. INDEMNIFICATION.**

The 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 incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### **4. INDEPENDENT CONTRACTOR. 4 CCR 801-2**

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

### **5. NON-DISCRIMINATION.**

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

### **6. CHOICE OF LAW.**

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

### **7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4**

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

### **8. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER**

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

### **9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507**

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05



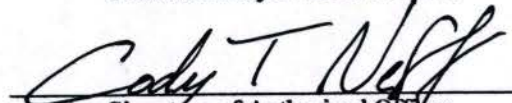
**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**CONTRACTOR:**

**West Range Reclamation, LLC**  
Full Legal Name of Contracting Entity

**270103076**

Social Security Number or FEIN

  
\_\_\_\_\_  
Signature of Authorized Officer

Cody T. Neff

Print Name & Title of Authorized Officer

Date Signed: 03-15-06

**CORPORATIONS:**

(A corporate seal or attestation is required.)

Attest (Seal)

By \_\_\_\_\_  
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:**  
**BILL OWENS, GOVERNOR**

The Board of Governors of the Colorado State University  
System, acting by and through Colorado State University:

By: Frank Kruppa

for  
Printed Name: John Utterback  
Title: Director of Purchasing

APPROVED:

By: John J. Wardle  
Dean or Department Head

LEGAL SUFFICIENCY:  
ATTORNEY GENERAL, STATE OF COLORADO  
John W. Suthers

By: \_\_\_\_\_  
Robert Schur  
Associate Legal Counsel  
Colorado State University

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:**  
**LESLIE M. SHENEFELT**

By: John Swaro  
Date: 3/23/06

JOHN SWARO



**EXHIBIT A TO INDEPENDENT SERVICES CONTRACT  
SCOPE OF WORK**

**Bueno Mine & Left Fork Unit 1 Management Units  
Forest Restoration Thinning/Mulching & Fuels Mitigation**

**Project Objectives:**

- Develop "restored" ponderosa pine forest stand conditions and improve forest health by reducing competition of small diameter regeneration and promoting larger diameter healthy trees with consideration of both tree species and tree size diversity
- Reduce wildfire hazards by reducing tree densities and modifying stand structure
- Develop a more open, "clumpy" stand character
- Maintain the aesthetic qualities of the properties, particularly on hillsides within the community viewshed
- Reduce wildfire hazards to local communities by connecting to ridgetop shaded fuel breaks and by tying together contiguous forest thinning and natural openings
- Increase access for firefighters in the instance a wildfire occurs near the community
- Reduce the threat of insect and disease attacks by reducing stand densities

**General Description of Work/Target Stand Conditions:**

This scope of work covers two project areas that are located less than 15 miles outside of Boulder, Colorado. The individual project areas are 25 miles apart. Work involves restoration thinning on 53.75 acres, with a preference toward mechanical mulching. Work will be performed based on the prescriptions listed below, and as described in a site inspection of the two project units. The goal is to develop a more open stand, with emphasis on retaining large diameter healthy ponderosa pine on a majority of the management areas. Scattered large diameter Douglas-fir will be retained on north facing slopes, where they are dominant, and/or where no healthy large diameter ponderosa pine exist. The stand should exhibit maximum structural, spatial and species diversity. Emphasis is on retaining and managing healthy pine and Douglas-fir in excess of 12 inches in diameter. Isolated juniper located more than 20 feet from residual tree crowns may be retained for species and stand structure diversity.

The target stand conditions can be achieved by increasing openings, decreasing tree densities, decreasing crown cover, and decreasing horizontal and vertical fuel continuity. The goal is to leave an average of forty to fifty trees per acre, at times clumped, and with the desire for two or more 12-inch plus diameter snags/acre.

Initials:

*CN*  
*JAW*



### **Management Treatments and Prescription:**

The project will involve thinning and mulching of a timbered area to achieve the *Target Conditions* listed above. Use of equipment that is comparable in performance to a *Hydro-ax* with a rotary ax mower or a *Timbco* with a *Quadco* mulching attachment is preferred for the majority of the project area. Trees will be thoroughly mulched to reduce the amount of large woody fuels. Any tops or other large material left following the mulching must be less than 18" in height. *Material may need to be lopped with chainsaws and scattered by hand.*

A. Mulch whole trees, concentrating on sizes of 0-12 inches DBH to meet the target of 40-50 trees per acre in dense stands and less in the heavily mistletoed stands. Any trees of the 12 inch and less size class remaining should be healthy individual trees or small clumps. Remaining trees of any size class following treatment will be individual or small groups (3-5 trees) with crown spacing of at least 15 feet between individual or group crowns. Where groups and clumps of smaller trees are retained, additional distance should be left between groups and individual trees. All stumps will be 4 inches or lower as measured on the uphill side. Any down and dead, snow damaged, wind-thrown trees that are on the ground which are within the diameter limit will be treated. Mulch all accessible standing dead trees unless they serve as a large diameter (over 12 inches DBH) snag tree. Trees will be thoroughly mulched to reduce the amount of large woody fuels. Priority will be to mulch marked trees, unhealthy trees with poor form, those with evidence of insect and disease, and standing dead.

B. Tree selection will be based on the following priorities:

1. Cut 90% or more of the blue marked trees (over half of the land has been marked)
2. Retain trees with "Do Not Cut" pink flagging on them (for use as photo points)
3. Cut additional trees for the reduction of fuels and to meet the project target.
4. Retain dominant healthy trees with proper spacing and aesthetics in mind

C. In all stands adjacent to roads and around structures:

1. Care should be taken to avoid throwing wood chunks onto the road. Significant accumulations shall be removed from roads on a daily basis. Alternative mulching heads or techniques may need to be employed for this.
2. For treatment areas close to structures: If unable to mulch trees within the diameter limits, trees must be treated by hand using the spacing guidelines listed in the prescription. Slash from felled trees shall be lopped-and-scattered to a height not to exceed 18-inches above the ground. Stems shall be bucked so that they lay flat on the ground in lengths no longer than 8-feet. Stumps will be cut as close to the ground as possible, not exceeding 4-inches on the uphill side.

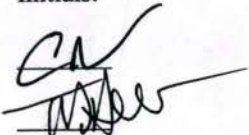
### **Mulching operation:**

Trees will be mulched into as small-sized pieces as possible. It is desired that mulched material (chips/chunks) will be of variable sizes not to exceed a size of 3-inches in diameter and < 3-feet in length. Mulched material must be distributed across the landscape,  $\leq$  4-inches in depth.

Exhibit B to Independent Services Contract

B-1

Initials:

Handwritten initials "CA" and a signature "W. J. [unclear]" are present.



Contractor must avoid mulch deposition on any roads. Alternative mulching heads or different techniques may need to be employed to meet this goal. Any significant accumulations of mulch on any roads will be removed on a daily basis. Stumps will be cut as close to the ground as possible, but in no circumstances will the stump height exceed 4 inches as measured on the uphill side. The contract controls chip depth and distribution. The Contractor may leave large diameter (greater than 6 inches) wood piles on site with the permission of the Contract Administrator. If firewood piles are left on site they must be neatly stacked in accessible areas along roads and trails.

**Contract Period:**

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than June 30, 2006. Contractor must operate from 8am to 5pm during week days.

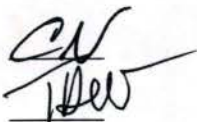
**Sequence of Work:**

The sequence and order of treatment will be determined by and agreed to in writing by the Contract Administrator and the Contractor. Sequence will be based on weather and site conditions. All blocks must be completed entirely (mulching, clean-up, rehabilitation) prior to moving to other blocks. Contractor may store products (post, poles, sawlogs, firewood, etc.) in a completed block, receive payment for the completed block, and begin operation on the next block.

**Damage:**

- Soil: Ruts and/or depressions in soil must be < 8-inches. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor.
- Trees: Leave trees to be retained in units that sustain significant damage, as determined by Contract Administrator (i.e., broken top, multiple equipment scars in excess of 12 x 6 inches), will affect a portion of the damage deposit to be refunded to Contractor.
- Roads: Any road altered from its current conditions by the Contractor must be repaired by the Contractor. This repair may include re-grading barrow ditches, cut-banks, or repairing damaged pavement. The Contract Administrator will determine if road repair is necessary.

Initials:





**Damage Deposit:**

A damage deposit in the amount of 10% of the contract value will be required upon signing of the contract. The deposit shall be in the form of certified check or money order payable to the *Colorado State Forest Service*. The deposit shall be used, in part or in full, to correct deficiency in any work not completed to agreement specifications. The deposit will be retained in full should the Contractor fail to complete the contracted work in the time frame specified in the *Independent Services Contract*. The deposit or its balance will be released to Contractor promptly upon satisfactory completion of the project.

**Additional Performance Standards:**

- In areas where machines have used a path repeatedly, waterbars will be installed by contractor using a spacing guide of one water bar per 1000 ft divided by % slope. Additional water bars will be installed if the Contract Administrator determines they are necessary.
- The Contract Administrator may suspend or limit operations if excess damage is occurring due to mud, snow, extreme fire danger, or failure to meet contract specifications.
- Noxious weed considerations will include washing vehicles and equipment prior to entering or exiting harvest areas. Avoid driving equipment through weed infested areas.
- Contractor will be required to notify local homeowners when operating within 100 feet of property boundaries. When working within 100 feet of any road, contractor shall post signs at least 100 feet in advance of the work area in each direction of travel.

**Boundary:**

The boundary is delineated with orange flagging and is painted with yellow spots and three vertical blue stripes. The blue stripes face in each direction along the boundary and to the interior of the project. The Contractor must cut blue painted boundary trees when it meets the prescription.

Initials:

CN  
JH



Project Area Locations

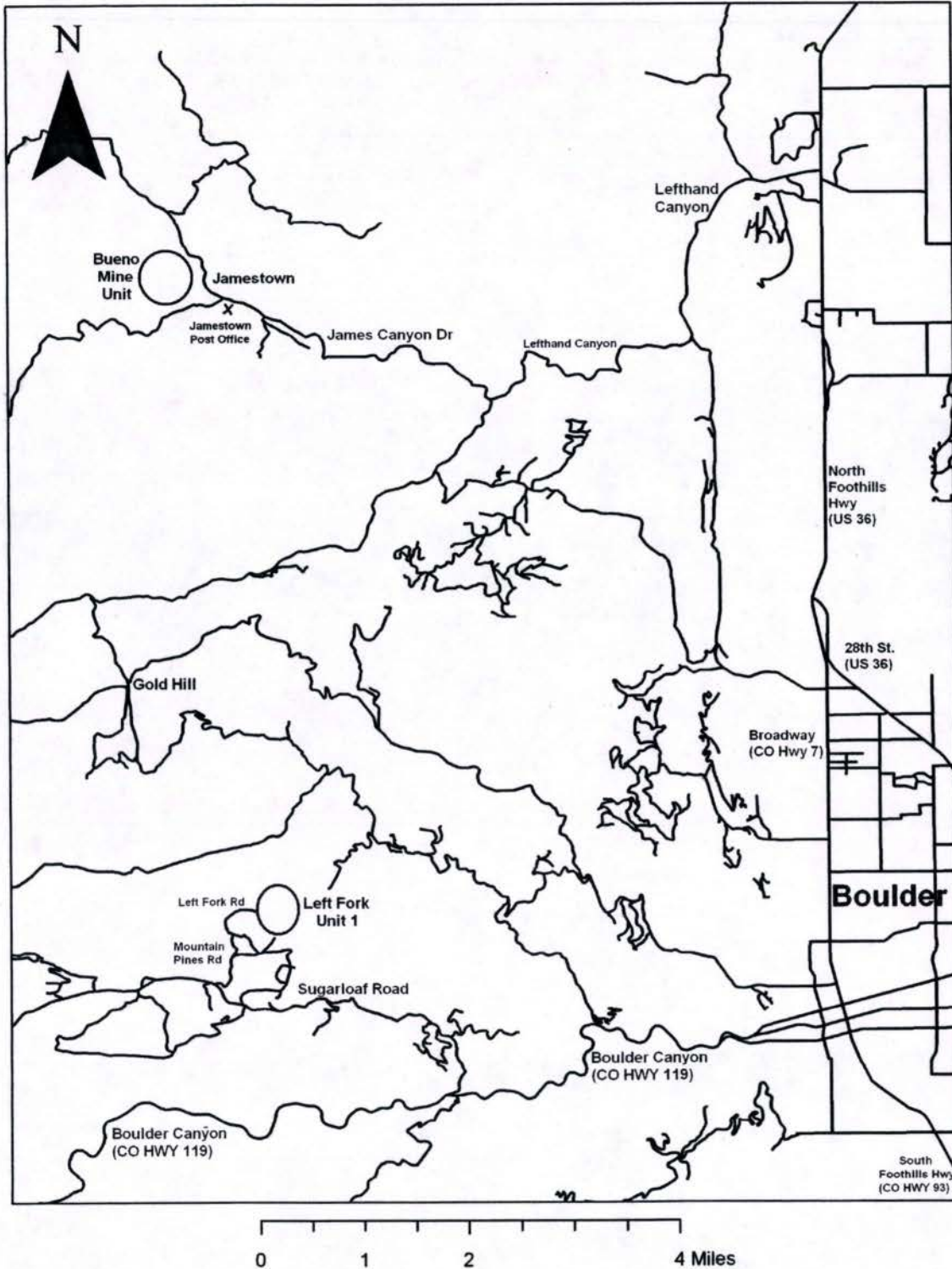


Exhibit B to Independent Services Contract

B-1

Initials:

*CN*  
*TH*



### **Bueno Mine Management Unit Description:**

- **Legal Description:** The Bueno Mine Management Unit is located in the SE ¼ of Section 24 in Township 2 North, Range 72 West, Boulder County, Colorado.
- **Location:** The management unit is located just west of Jamestown, Colorado and east of Bueno Mountain. The unit is most easily accessed by traveling north on US Hwy 36 from Boulder approximately four miles to Lefthand Canyon. Take Lefthand Canyon west 5 miles until it becomes James Canyon and continues another 2.5 miles to Jamestown. From Jamestown head west on James Canyon Drive approximately one half mile past County Highway 102J (Ward Street). The second dirt road/driveway to the left past Ward Street is the primary access point for the unit. Follow this road south approximately 500 feet to the first Merendon Mine gate on the right (a key to this gate and another gate to the southeast is available from the Colorado State Forest Service – Boulder District Office). This gate is located on the northeast corner of the unit. The treatment area stretches east and south of this point along dirt roads. The unit exists between James Canyon Drive and County Highway 102J (Ward Street).
- **Elevation:** The project site is between 7,000 and 7,500 feet in elevation.
- **Ownership:** Merendon Mining Company is the only landowner. The land management has been assumed by the Colorado State Forest Service (CSFS) through a License to Enter Land agreement between the CSFS and the landowner. CSFS will serve as project manager/contract administrator.

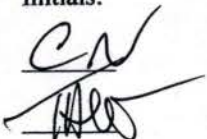
The slope within the project area ranges between 0% to 40%. There are some small gullies, mining cutbanks, and rock outcroppings that have slopes up to 60% and may prove inaccessible. All of these features are relatively small within the landscape, easy to work around, and should not prove to be a problem in accessing most of the areas of the treatment unit.

- **Bueno Mine Block 1 (11 acres):** A ponderosa pine stand with scattered juniper and mountain mahogany on a gentle east facing slope of 0-20%. There is a range of between 350 and 850 stems per acre within this block. The estimated mean average is around 650 stems per acre.
- **Bueno Mine Block 2 (14.5 acres):** A dense mixed conifer stand on north and northeast facing slopes ranging from 20-40%. There is a range of between 300 and 3,250 stems per acre within this block. The estimated mean average is around 1,200 stems per acre.

**Note:** The bids and payments for the desired work will be based upon the listed acreage figures whether there is actually more or less acres treated as part of the project.

The following four pictures are a general representation of the current state of the stand.

Initials:





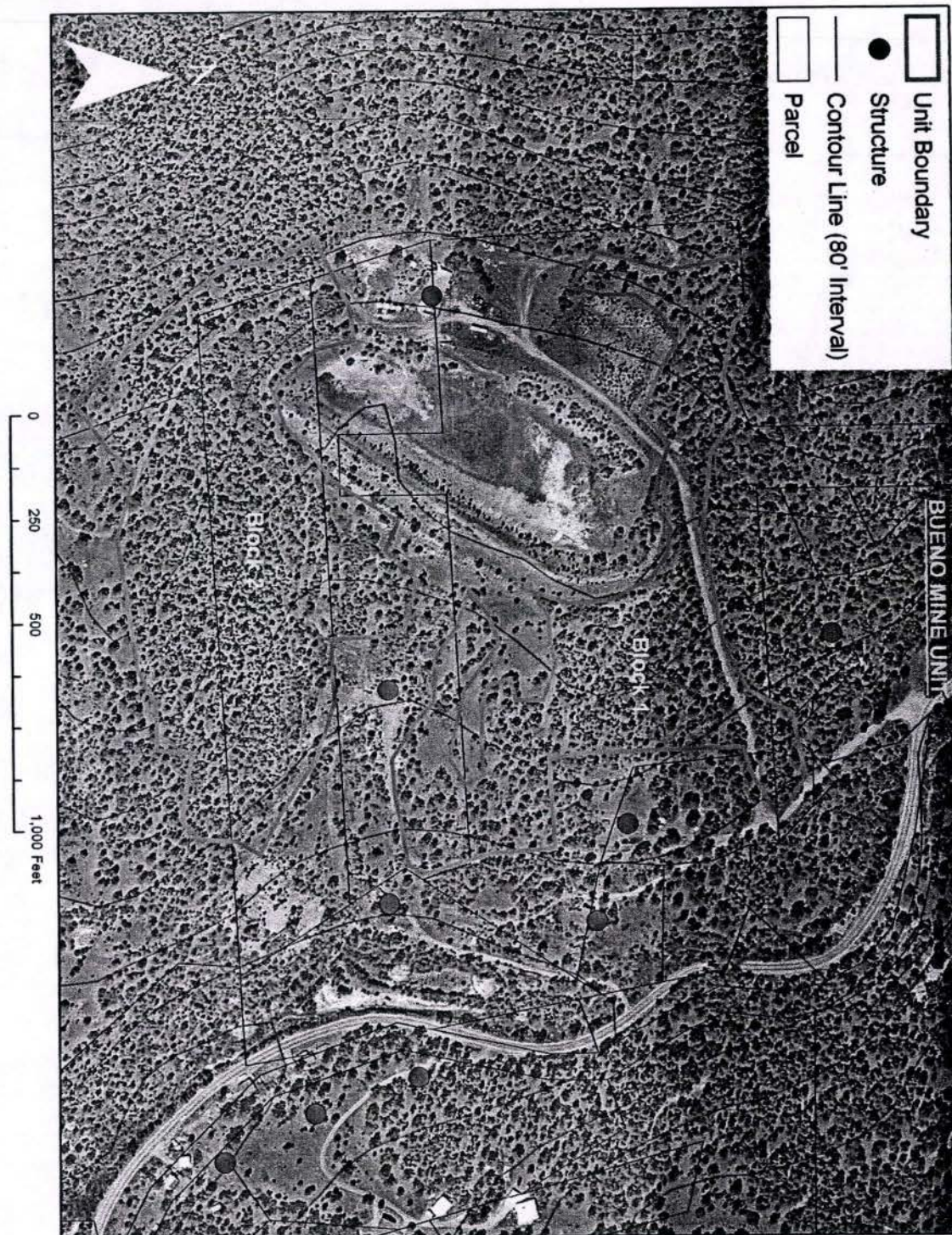


Exhibit B to Independent Services Contract

B-1

Initials:

*CN*  
*MS*



Bueno Mine - Block 1

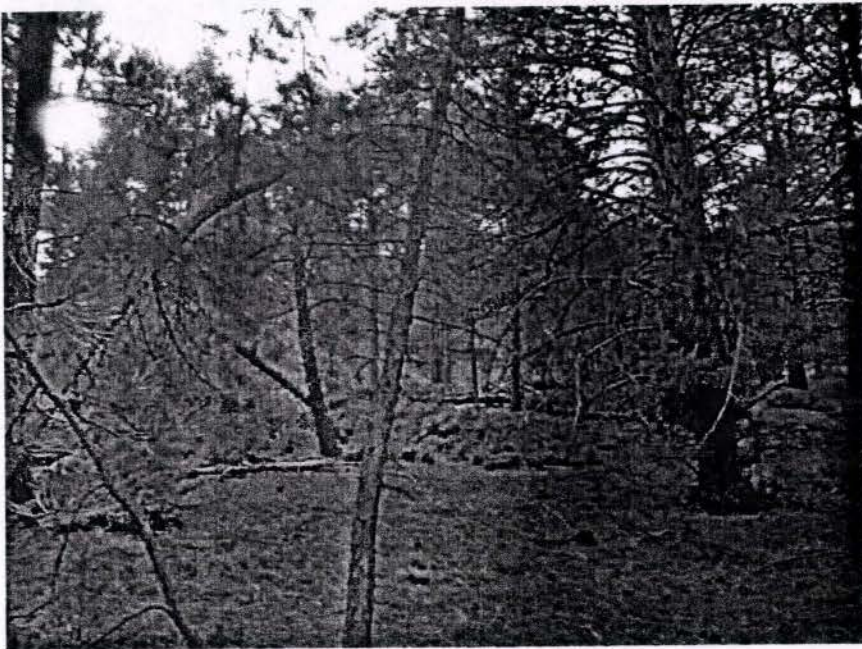
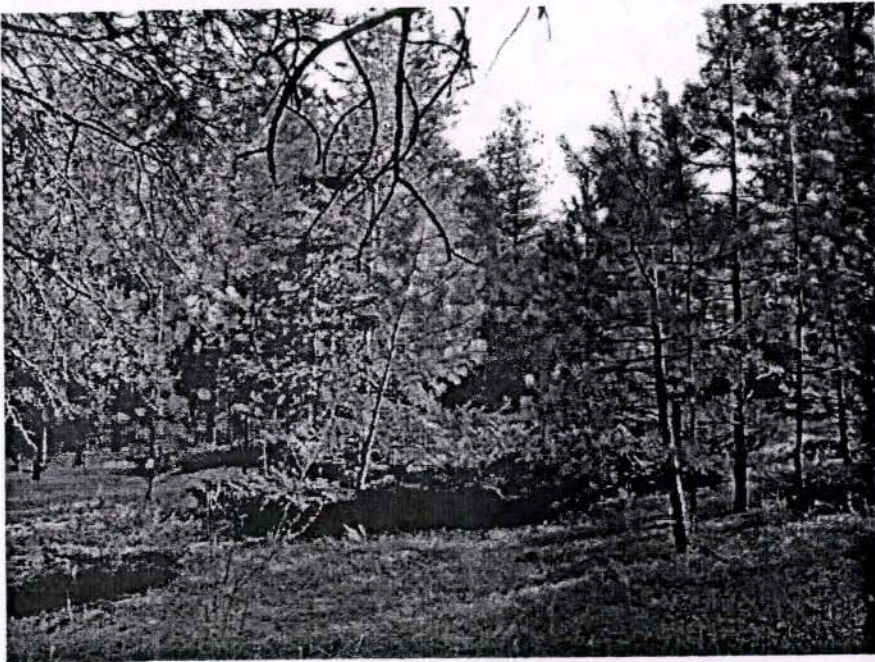


Exhibit B to Independent Services Contract

Initials:

CN  
RLW



Bueno Mine - Block 2



Exhibit B to Independent Services Contract

B-1

Initials:

CN  
AKW



### **Left Fork Unit 1 Management Unit Description:**

- **Legal Description:** The Left Fork Management Unit is located in the SE ¼ of Section 19 in Township 1 North, Range 71 West, Boulder County, Colorado.
- **Location:** The management unit is a 9 mile drive west from Boulder, Colorado. The unit exists between Arkansas and Left Fork roads. The unit can be most easily accessed from Boulder by heading west on Boulder Canyon Drive (CO HWY 119) four miles to Sugarloaf Road. Take Sugarloaf Road northwest 3.5 miles to Mountain Pines Road. Go a half mile north on Mountain Pines until it becomes Left Fork road and go an additional half mile. Access and parking for the unit is off of the driveway for 750 Left Fork Road. An easily accessible two-track road spurs off of the driveway and cuts across the unit.
- **Elevation:** The project site is between 7,300 and 7,800 feet in elevation.
- **Ownership:** The Bureau of Land Management (BLM) is the primary landowner. There is one other private landowner in this unit. The land management has been assumed by CSFS through an intergovernmental agreement and a License to Enter Land agreement between the CSFS and the private landowner. CSFS will serve as project manager/contract administrator.

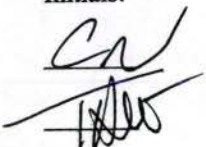
The slope within the project area ranges between 0% to 40%. There are some small gullies, mining cutbanks, and rock outcroppings that have slopes up to 60% and may prove inaccessible. All of these landscape features are relatively small within the landscape, easy to work around, and should not prove to be a problem in accessing all areas of the treatment unit. The overall unit has 180-880 stems per acre with 30-70 dead and down trees. A goal for the unit is 40-80 stems per acre with no remaining dead and down

- Left Fork Block 1 (14.25 acres): A heavily infested mistletoe ponderosa pine stand with scattered juniper on a primarily south facing slope. There is a range of between 180 and 380 stems per acre, with up to 70 dead and down trees per acre within this block. The median average is around 280 stems per acre.
- Left Fork Block 2 (14 acres): A dense mixed conifer stand on a flat ridgetop with portions on east and west facing slopes. There is a range of between 400 and 900 stems per acre with about 50 dead and down trees per acre within this block. The median average is around 650 stems per acre.

**Note:** The bids and payments for the desired work will be based upon the listed acreage figures whether there is actually more or less acres treated as part of the project.

The following four pictures are a general representation of the current state of the stand.

Initials:





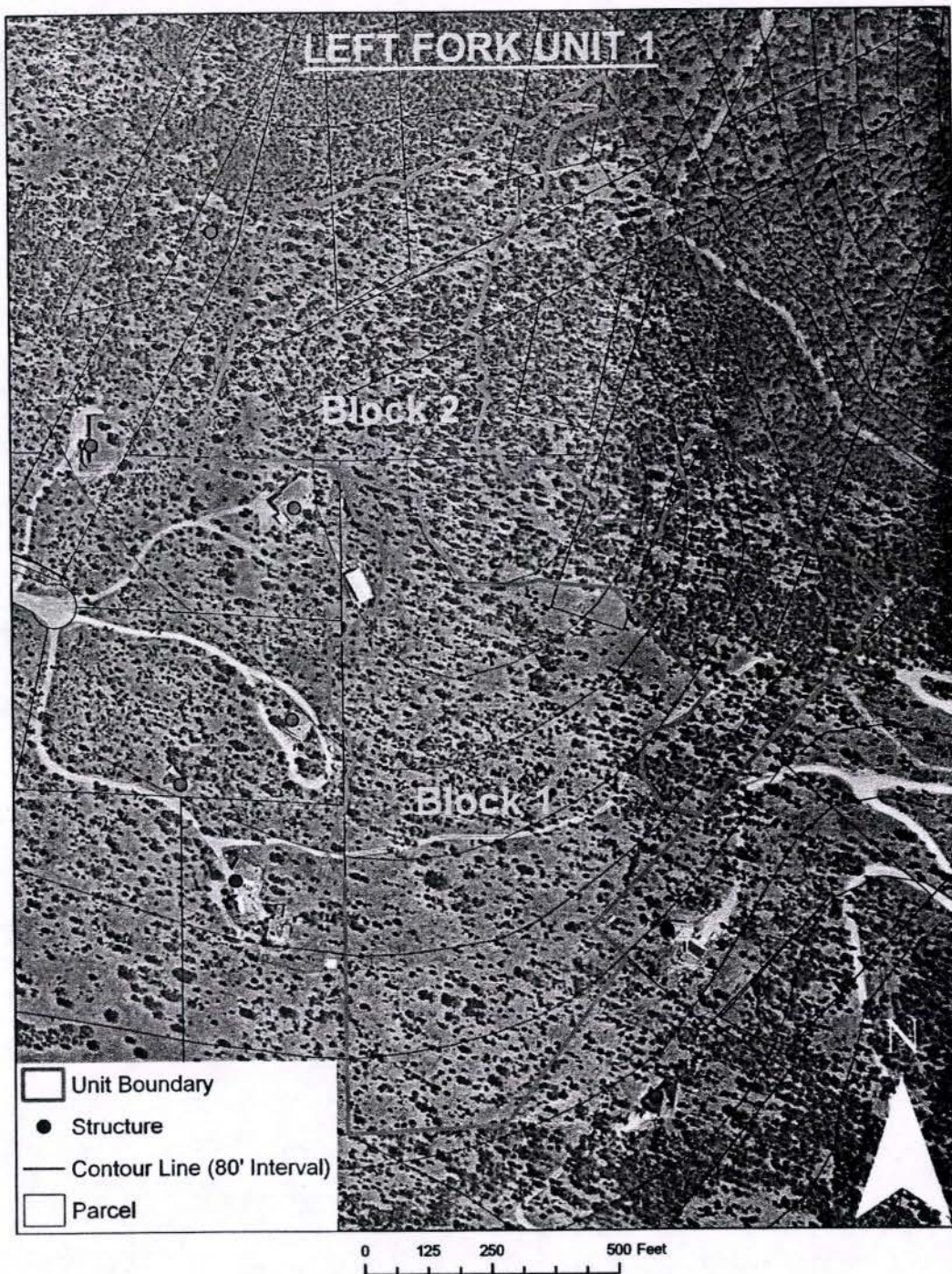


Exhibit B to Independent Services Contract

B-1

Initials:

*CN*  
*[Signature]*



Left Fork Unit 1 - Block 1

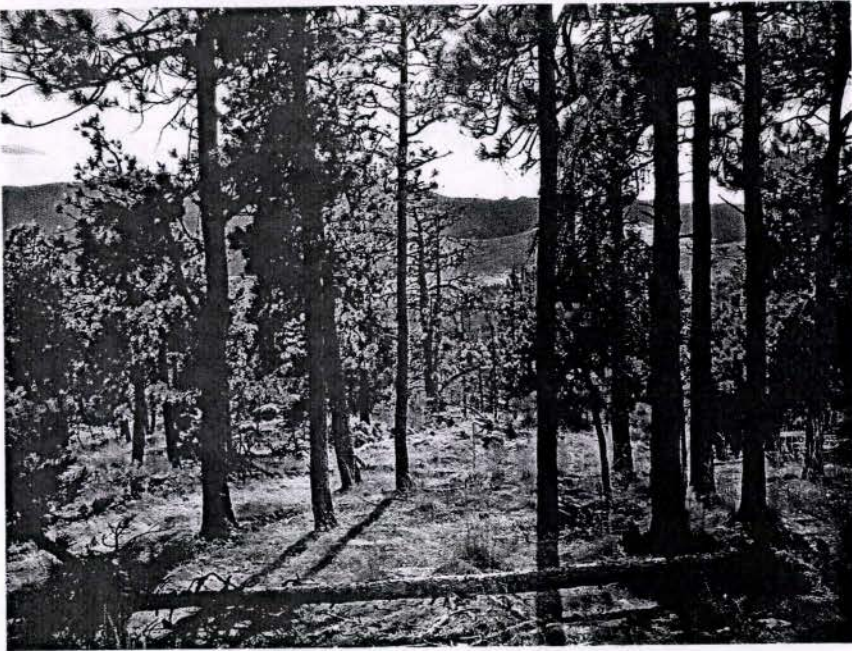


Exhibit B to Independent Services Contract

B-1

Initials:

*CN*  
*WJW*



Left Fork Unit 1 - Block 2

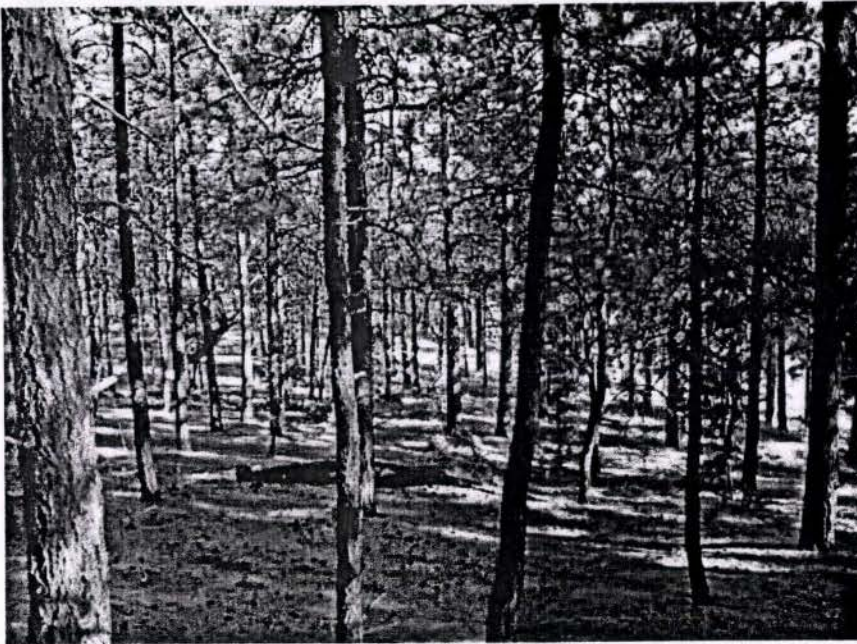


Exhibit B to Independent Services Contract

B-1

Initials:

*CN*  
*DEW*



**EXHIBIT B TO INDEPENDENT SERVICES CONTRACT  
PAYMENT SCHEDULE**

Requests for payment may be made upon successful completion and acceptance of work by the Contract administrator. Payments may be requested and received when each unit has been completed, inspected, and approved. In certain circumstances, the Contractor should expect a payment processing to take up to 4 weeks from the day of delivery to the Contract administrator.

The Contractor is not required to process or deck any forest products for this contract. The Contractor may process or deck any forest products with the permission of the Contract Administrator. Any volume of material beyond that agreed to by the Contract Administrator must be removed from the project area by the end of the contracting period and before final payment for the project will be processed.

CSFS recognizes that portions of some blocks may not be treatable due to operability restrictions from slope, rock, and topography. If 90% or more of the project is completed, Contractor will be paid 100% of the contract. If Contractor completes less than 90% of the project, Contractor will be paid for the acreage completed. If Contractor does not complete acres within each unit due to inability or restrictions, Contractor will submit a detailed invoice to Contract Administrator, displaying complete and incomplete acres. Contract administrator will GPS completed acres to determine final completed acreage.

Contractor can submit an invoice for each of the units or combine units into one invoice.

Unit	Maximum Payment Available
Bueno Mine	\$21,940.20
Left Fork 1	\$19,720.50
<b>Total</b>	<b>\$41,660.70</b>

Invoices will be made out to *Colorado State Forest Service* and submitted to:

Bob Bundy  
Colorado State Forest Service  
5625 Ute Highway  
Longmont, Colorado 80503  
303-823-5774  
303-823-5768 (Fax)  
rbundy@lamar.colostate.edu

Initials:





## EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

### Federal Funds Addendum

The following provisions shall be deemed incorporated and made a part of the Contract:

1. Certification:

a. Acceptance of this Subaward constitutes certification that the [Subrecipient] [Contractor] is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Acceptance of this Subaward constitutes certification that the Subrecipient is not delinquent on any Federal debt.

c. Acceptance of this Subaward constitutes certification that to the best of the Subrecipient's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. Acceptance of this Subaward constitutes certification that the Subrecipient has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Office of Scientific Integrity, PHS.

e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State [by the United States Department of \_\_\_\_\_] for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

3. ☐ [Optional—check here if required]: Applicable Regulations; Audit:

The Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract. The State [and federal government] reserves the right to audit the contractor's books and records for a period of three years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the State procurement rules shall be reimbursed by the contractor, or offset against current obligations due by the State to the contractor, at the State's election.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2006

PRODUCER (307)745-8981 FAX (307)745-8987  
BW Insurance Agency, Inc.  
222 E Garfield St  
PO Box 926  
Laramie, WY 82073

INSURED West Range Reclamation, LLC  
36702 Fruitland Mesa Road  
Crawford, CO 81415

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURER'S AFFORDING COVERAGE

NAIC #

INSURER A: Colorado Casualty Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COPY

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPP 490702502	03/09/2006	03/09/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
A		AUTOMOBILE LIABILITY	CPP 490702502	03/09/2006	03/09/2007	PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/>	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/>	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/>	ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		DEDUCTIBLE				AGGREGATE \$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Colorado State University, the State of Colorado, and the Board of Governors of the CSU System are named as additional insured to the general liability policy, but only as respects to their liability arising solely out of the actions of the named insured.

## CERTIFICATE HOLDER

Colorado State University  
Attn: John Swaro  
Purchasing Department  
365 Aylesworth Hall SE  
Fort Collins, CO 80523-6010

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Coral M. McClure



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
11/09/2005PRODUCER  
Pinnacol Assurance  
7501 E Lowry Blvd  
DENVER CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Pinnacol Assurance

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED  
WEST RANGE RECLAMATION LLC  
36702 FRUITLAND MESA ROAD  
CRAWFORD CO 81415

## COVERAGES

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.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	DATE
LTR	INSRD			DATE(MM/DD/YYYY)	DATE(MM/DD/YYYY)	
		GENERAL LIABILITY				EACH OCCURRENCE
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED
		CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				PREMISES (Ea occurrence)
						MOB & P (Any one person)
						PERSONAL & ADY INURY
						GENERAL AGGREGATE
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPOF AGG
		POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				COMBOD SINGLE LIMIT
		AUTOMOBILE LIABILITY				(Ea accident)
		ANY AUTO				BODILY INURY
		ALL OWNED AUTOS				(Per person)
		SCHEDULED AUTOS				BODILY INURY
		FINED AUTOS				(Per accident)
		NON-OWNED AUTOS				PROPERTY DAMAGE
						(Per accident)
		GARAGE LIABILITY				AUTO ONLY - SA ACCIDENT
		ANY AUTO				OTHER THAN PA ACC
						AUTO ONLY: AGG
		UCCYUIMBELLIA LIABILITY				EACH OCCURRENCE
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE
		DEDUCTIBLE				
		INTENTION \$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4085097	10/01/2005	10/01/2006	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED				TOWN LIMITS
		If yes, please describe under SPECIAL PROVISIONS below				N.E. EACH ACCIDENT \$1,000,000
		OTHER				N.E. DISEASE - SA EMPLOYEE \$1,000,000
						N.E. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE BACK OF CERTIFICATE FOR CLASS COVERAGE AND OWNERSHIP COVERAGE DETAIL.

## CERTIFICATE HOLDER

871314  
COLORADO STATE UNIVERSITY  
ATTN: JOHN SWARD  
PURCHASING DEPARTMENT  
365 AYLESWORTH HALL SE  
FORT COLLINS CO 80523-6010

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR  
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

## AUTHORIZED REPRESENTATIVE

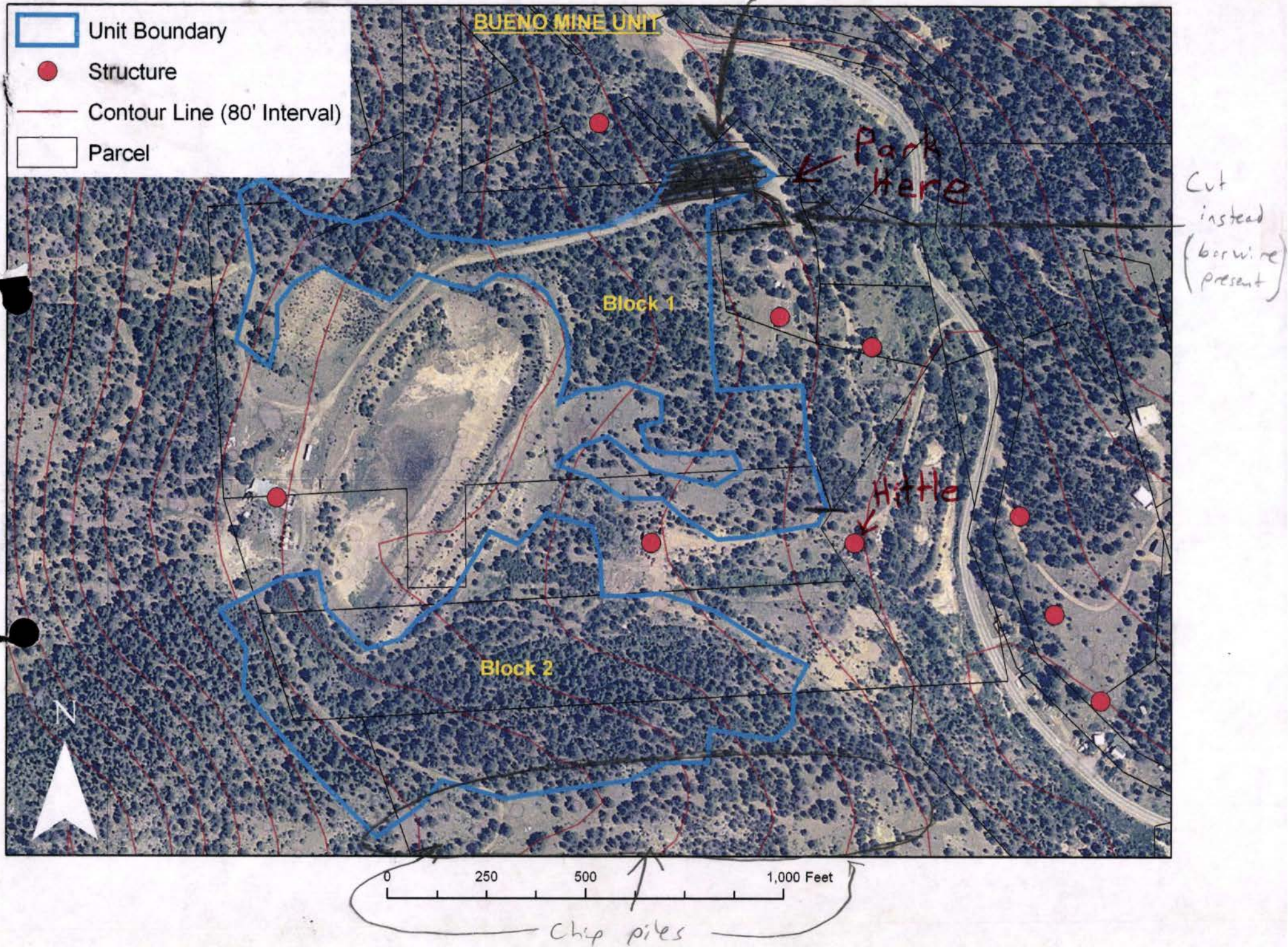
Brooke Gonzales  
Underwriter

ACORD CORPORATION 1988

ACORD 25 (2001/08)

DOCKET: Underwriter 11/09/05 08:57:01 4085097 Update: 12/12/06 11:00:00 UW133







Circle Pens  
- Fox

bad  
in front  
behind

Berko 930  
Tractor

load  
Ocean  
Bulldog  
250

horizontal roller  
drum

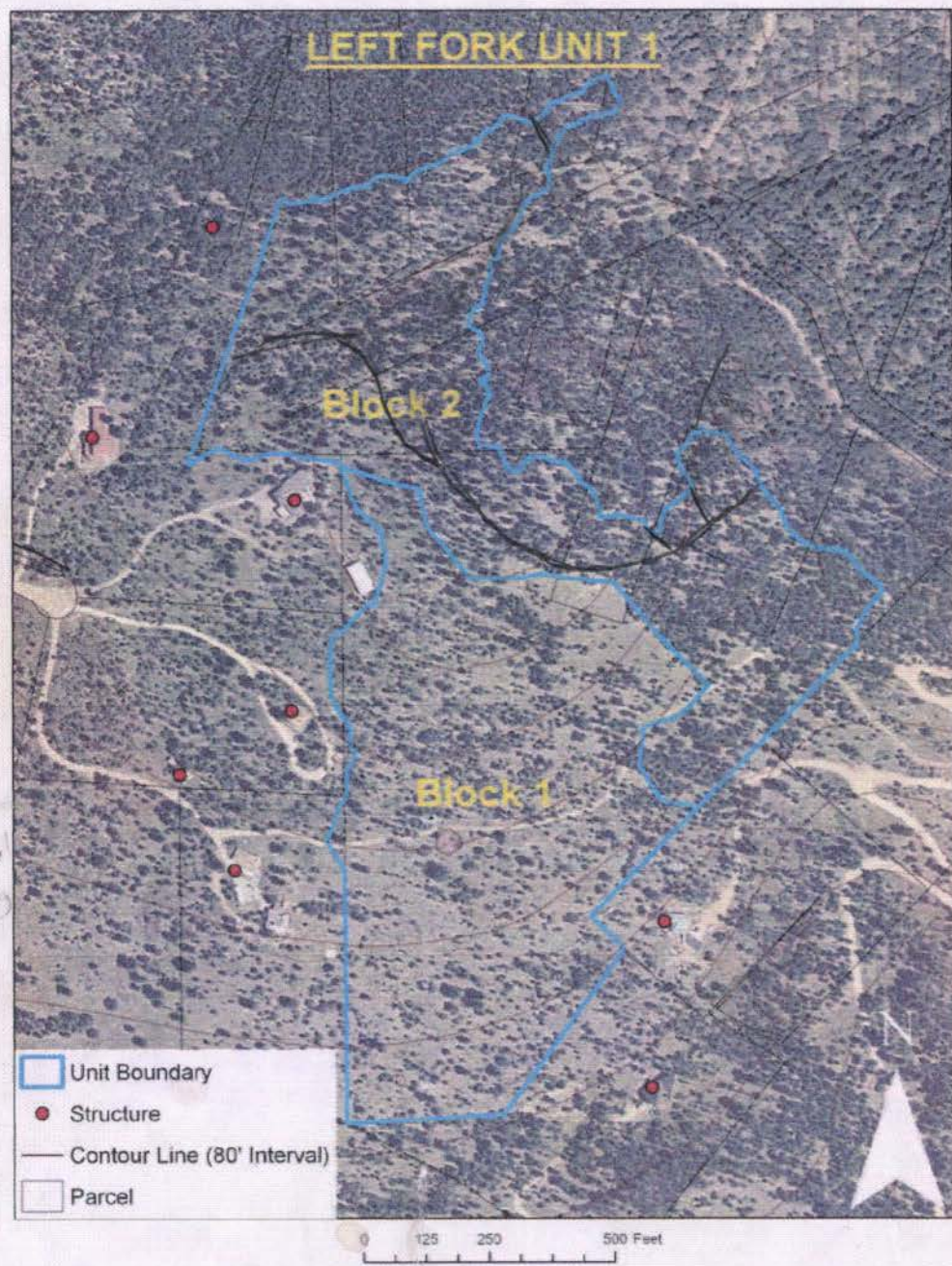
helmet  
lenses  
gear?

some what  
load  
like  
chipper

initially  
at 1/2 APM

West Range Rehabilitation  
creek valley  
some west minor

M-W 8-5



- ✓ - Amy
- ✓ - Kevin
- ✓ - Mark
- ✓ - Scott
- ✓ - Chad
- ✓ - Eric
- ✓ - Andy/Brenda
- ✓ - Allen & d
- ✓ - Chris W.
- Joe T.
- ✓ - Chuck
- ✓ - Brian O.
- ✓ - Wendy/Denise
- ✓ - Bill
- ✓ - Boyd
- ✓ - Barry B
- ✓ - Rich P
- ✓ - Harold/JT's
- ✓ - Blaine John S.
- ✓ - Craig
- ✓ - Michael/Mark
- ✓ - Lynn

middlebrook stand off Sug IV MP  
dense riparian DE

up to 40% slope  
some rocky  
can chip rocks



**BID SUMMARY**

DATE 3/7/06 TIME 3:00 pm ITEM CLASS \_\_\_\_\_ BID NO. D100299  
 DEPARTMENT GSFS INDIVIDUAL Bob Bundy  
 OPENED BY Swager WITNESSED BY \_\_\_\_\_

ITEM NUMBERS	West Range																		
UNIT 1																			
Block 1	9,405	22																	
Block 2	12,534	98																	
UNIT 2																			
Block 1	7,840	33																	
Block 2	11,880	17																	
TOTAL	41,660	70																	
DATE AWARDED																			
AMOUNT																			
DELIVERY																			
TERMS																			
DISCOUNT																			
FOB POINT																			
FREIGHT																			
ADJUSTED TOTAL																			





**Bid Proposal for:**  
Colorado State University  
Colorado State Forest Service

**Project/Solicitation Number:**  
Bueno Mine & Left Fork Unit 1 Management Units  
Forest Restoration Thinning/Mulching and Fuels Mitigation  
Solicitation #: D100299

**Time Specification for Receipt of Offers:**  
March 7<sup>th</sup>, 2006 3:00 PM





West Range Reclamation, LLC is a natural resource restoration and fire fuels reduction company based in Crawford, CO. In the past six years, our firm has completed over 100 contracts and 35,000 acres of fuels reduction and natural resource restoration projects in five western states.

The individuals that make up this company are dedicated to insuring the success of it. We are proud of the reputation we are expanding on and the quality fleet of equipment we own and operate. We are driven to succeed and our definition of success is leaving a project with a satisfied customer that will refer us to the next. We are in this business for the long haul and understand that our future depends on establishing thriving, long-term working relationships with our clients. Our staff is loyal, motivated, self sufficient, and totally committed to the customer.

We will assign a professional crew and state of the art equipment to the timely execution and completion of your project. We will demonstrate the highest level of concern and respect to both the people and property of Colorado State University and Colorado State Forest Service, and work diligently to achieve the goals of your organization.

We appreciate your review of our qualifications and hope there are opportunities to work with you in the future.

Sincerely,

Cody T. Neff  
Owner of WRR, LLC





**Business Information and Contacts:**

**Physical & Mailing Address:**

36702 Fruitland Mesa Road  
Crawford, CO 81415

970.921.5460 (Office)  
970.921.5461 (Fax)

Company Email: [westrange@hotmail.com](mailto:westrange@hotmail.com)

**Cody Neff**

*General Manager, Equipment Operator*  
307.760.4366

**Stephanie Neff**

*Office Manager*  
307.760.7401

**Roland Kaiser**

*Equipment Operator*  
970.901.0824

**Brandon Hoblyn**

*Equipment Operator*  
970.210.2955

**Juvenal Rodriguez**

*Hand Crew Forman*  
970.209.3752





PURCHASING DEPARTMENT  
365 AYLESWORTH SE  
FORT COLLINS, CO 80523-6010

DATE

02/08/06

## DOCUMENTED QUOTE

QUOTE NUMBER

D100299

RESPONSE DUE BY:

03/07/06 DATE

3:00 PM TIME

EXPECTED DELIVERY DATE:

PURCHASING CONTACT / PHONE:

JOHN SWARO (970) 491-1397

FAX: (970) 491-5523

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM  
IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR  
BID.

V  
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R

West Range Reclamation, LLC  
36702 Fruitland Mesa Rd  
Crawford, CO 81415

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	1	lot	Bueno Mine & Left Fork Unit 1 Management Units Fuels Reduction Project per the attached bid terms, conditions, and specifications		
			SEE COST PAGE FOR NUMBERS		
			A tour of the project area is scheduled for February 27, 2006 at 12:00PM. See bid for details		

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED.  
BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER Cody T. Neff	TELEPHONE NUMBER 970-921-5460
	SUPPLIER'S DATE OF DELIVERY Attached	AUTHORIZED SIGNATURE (REQUIRED) <i>Cody T. Neff</i>	TITLE Member of LLC





PURCHASING DEPARTMENT  
365 AYLESWORTH SE  
FORT COLLINS, CO 80523-6010

DATE

02/08/06

## DOCUMENTED QUOTE

THIS IS NOT AN ORDER

IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM  
IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR  
BID.

V  
E  
N  
D  
O  
R

PLEASE TYPE VENDOR NAME AND ADDRESS

West Range Reclamation, LLC  
36702 Fruitland Mesa Rd  
Crawford, CO 81415

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Because of the limited competition expected from registered BIDS vendors on this solicitation, the procuring agency intends to use both BIDS and additional methods of vendor notification and may make the specification available to non-registered vendors through additional means. However, quotes bids, or offers submitted by non-registered will not be opened or considered (except as necessary to determine BIDS registration status) unless, after examination of quotes/bids/offers submitted by registered vendors, it is determined that there is not adequate competition among BIDS registered vendors. If adequate competition exists among BIDS registered vendors, non-registered vendors will not be considered		

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED.  
BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER Cody T. Neff	TELEPHONE NUMBER 970-921-5460
	SUPPLIER'S DATE OF DELIVERY Attached	AUTHORIZED SIGNATURE (REQUIRED) Cody T. Neff	TITLE Member of LLC



## COST PROPOSAL AND TIMING

**BASE BID** (ALL BLOCKS)      \$41,660.70

### **BLOCK PRICING**

#### Unit 1 (Bueno Mine):

Block 1	11 acres	\$ 9,405.22
Block 2	14 acres	\$ 12,534.98

#### Unit 2 (Left Fork Unit 1)

Block 1	14.25 acres	\$ 7,840.33
Block 2	14 acres	\$ 11,880.17

START DATE:      Approximately May 25<sup>th</sup>, 2006  
END DATE:      Approximately June 20<sup>th</sup>, 2006

## EQUIPMENT TO BE USED



- **2000 Peterbilt with 2000 Aspen 55 ton lowboy and 2002 Freightliner with 2005 Landoll 35 ton lowboy**

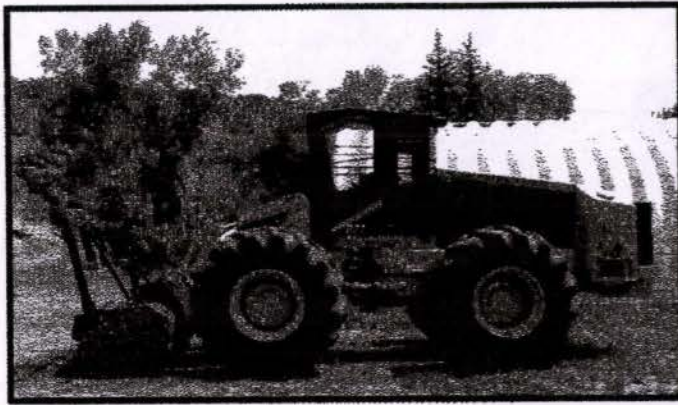
We are not at the mercy of a contract carrier's schedule. Our trucks mobilize equipment on demand and remain on site incase a machine should need shop service.



- **West Range Reclamation Hand Crew**

WRR is proud to have on board Juvenal Rodriguez and Sons. From Medford, OR these three men have 71 years combined forestry expertise in logging, thinning, planting, and firefighting. Juvenal and Ignacio were previously top foremen and supervised crews of up to 60 men for Pacific Northwest companies Summit Forestry and Eagle Pass Reforestation. We offer up to eight highly skilled and experienced men for thinning, reforestation, and firefighting.





- **2005 Hydro Ax 871**

The 871 is a high production 300 horsepower industrial tractor with unmatched versatility. Hydraulic circuitry can be governed from 65 to 85 gpm at 5800 psi. This allows the 871 to power a variety of attachments including the Fecon BH 250, Rotary Ax, and Woodchuck 8000.



- **2002 Franklin 4550**

The 4550 is 200 horsepower with hydraulics of 70 gpm @ 4500 psi. This machine powers a Fecon BH 120 and is nimble enough to selectively thin to forest prescription in tight conditions without compromising production.

For operation of steeper slopes, the Hydro Ax and Franklin can be equipped with full coverage 5/8 inch studded chains.

**Equipment cleaning:** WRR will ensure that this equipment is washed free of debris and material that could hold seeds of noxious weeds and is ready for inspection before arriving on Colorado State Forest Service land.

## WORK PLAN

**All Units:** We propose to start in the Bueno Mine unit, block 1. If awarded this contract, we will mulch preexisting piles of slash at no extra cost. We have operated our Hydro Axe on up to 40% slopes and are confident that we can achieve at least 90% of the project area with the Hydro Axe. Our Hydro Axe will also be equipped with a Fecon attachment for minimal chip size and maximum safety. Upon completion of the Bueno Mine unit, we will then mobilize our equipment to the Left Fork unit and precede with the same prescription. West Range Reclamation will utilize a hand crew to insure quality and adherence to specification in areas inaccessible to the Hydro Axe.

**Safety Plan:** Professional quality 48" metal signs warning of flying debris and work zones can be posted at all access routes leading in and out of worksite, if requested.



## PAST EXAMPLES OF SIMILAR WORK

### Five projects completed in 2005 similar to the Bueno Mine & Left Fork Management project:

- **Chimney Peak Ranch:** Located near Ridgeway, CO. This year we completed 540 acres of this multi year, 2,600 acre prescribed thinning and mastication project. The objectives of this project are to reduce the dominant overstory of large Gamble Oak in the lower elevations of the ranch and to selectively thin for diversity and quality in the ranch's mixed conifer forest. The terrain is very challenging with the majority of the treatment area containing slopes greater than 30%. We used the Franklin 4550 for slopes less than 30% and the Timbco with Fecon for steeper slopes. The owner of Chimney Peak Ranch, Tom Cusick is so satisfied with the results of this project that he has requested our services on his ranch near San Antonio, TX. Tom Cusick: (210) 414-1401.
- **Abbott Ranches, LLC:** Located near Paonia, CO. This summer, West Range Reclamation completed prescribed thinning and habitat improvement on over 800 acres for Tom and Debbie Abbott. We used the Hydro Ax 871 and Franklin 4550 for slopes less than 30% and the Timbco with Fecon for steeper slopes. The Abbott's are very particular about the aesthetics of their property. They were amazed that we were able to meet their standards for aesthetics using this large of equipment. Tom and Debbie have booked us for more work next year. Tom Abbott: (970) 209-9798.
- **Cow Creek Restoration Project:** Located near Gateway, CO. This project was 332 acres of piñon and juniper mastication in an effort to restore dwindling deer winter range habitat. We used the Hydro Ax 871 and Fecon BH250 to masticate trees up to 12" DBH. Please contact Julie Grode with the U.S. Forest Service, Grand Valley District Office at (970) 242-8211
- **Arrowhead Subdivision HOA:** Located near Cimarron, CO. 33 acres of steep and very difficult terrain in close proximity to homes. We used the Timbco with Fecon attachment and a hand crew for areas inaccessible to the Timbco. We were the 4<sup>th</sup> contractor in five years and the only one to achieve the objectives of the association on time and on budget. We were immediately offered the sole source contract for any upcoming work at Arrowhead. Please feel free to contact: Bob Rosenbaum, Project Manager, (970) 862-8241 or Ron Benson, HOA Fire Chief, (970) 862-8365.
- **Western Area Power Administration:** Craig Field Office. WAPA discovered trees growing dangerously close to their 300,000 volt Buffalo Pass line this summer. We used our Timbco and 20" bunching shears to cut and windrow all trees under a 1.5 mile span of line. WAPA followed with their tracked chipper. The crew was amazed at the slope Roland was able to maneuver. Roland cut the 1.5 mile span of line, returning power to it 24 hours ahead of schedule. This was done at a cost of 4 times less than the next closest bid. Upon completion of the emergency Buffalo Pass job, we were awarded an additional 2 miles on the Gore Pass line. Dave Tiede, WAPA Craig Forman: (970) 240-6233.

Attached is a "Work History" spreadsheet that lists every job we have had in the past three years. Feel free to call any contact for more information. Also attached are copies of our general liability and workman's comprehension coverage, as requested.



*West Range Reclamation, LLC*  
*Work History*

Completion DATE	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
2/28/2006	<b>Mastication</b> - Timbco with Fecon, Hydro Ax with Fecon Attachment	CO State Forest Service	<b>P319492</b> Ox Yoke Restoration Thinning/Mulching Project, Blks 5,10,11,12	Deckers, CO	Kristin Garrison (303) 275-5616	100%	97
2/27/2006	<b>Prescribed Thinning</b> - Hand Crew, Mustang with Chipper, Fecon, Grapple, & Tree Sheer, Morbark 2036 Chipper, Hydro Ax w/ Chipper	CO State Forest Service & State Parks	<b>P319603</b> Gap Road Hazard Fuel Reduction	Golden, CO	Brenda Wasielewski (303) 489-3597	100%	25
1/25/2006	<b>Site Preparation</b> - Franklin w/ Fecon	NexGen Constructors	Private	Eagle, CO	Derek Woodland (970) 376-4361	100%	6,160 ft
12/31/2005	<b>Mastication</b> - Hydro Ax with Fecon Attachment	USDA Forest Service Grand Valley District Office Grand Junction, CO	<b>UPRP-QCP 11</b> Cow Creek restoration project	Uncompaghere Plateau Gateway, CO	Julie Grode (970) 270-4867	100%	332
12/22/2005	<b>Prescribed Thinning</b> - Hand Crew, Mustang with Chipper, Fecon, Grapple, & Tree Sheer, Morbark 2036 Chipper	CO State Forest Service & State Parks	<b>P319995</b> Damascus Road Hazard Fuel Reduction	Golden, CO	Brenda Wasielewski (303) 489-3597	100%	11.1
12/12/2005	<b>Range Improvements</b> - Lawson Aerator	DOW - North Fork Gunnison HPP, Gunnison, CO	<b>OE PBA 06HPP000010</b> Black Ridge Lawson Aerator & Private lands	Crawford, CO	Jim Sazma (970) 240-5314	100%	125
12/5/2005	<b>Range Improvements</b> - Lawson Aerator	Andy Pipher	Private	Crawford, CO	Andy Pipher (970) 921-6222	100%	24
11/25/2005	<b>Range Improvements</b> - Brush Beating/Mowing	USDA Forest Service Gunnison, CO	<b>P319858</b> <b>Ute Lands</b>	Gunnison, CO	Bryan Ayers (970) 641-6852	100%	200
11/19/2005	<b>Range Improvements</b> - Dixie Harrow	BLM Montrose, CO	<b>CSP050079</b>	Gunnison, CO	Sandy Brothwick (970) 642-4450	100%	124
11/19/2005	<b>Range Improvements</b> - Lawson Aerator	BLM Montrose, CO	<b>CSP050080</b>	Gunnison, CO	Sandy Brothwick (970) 642-4451	100%	119
11/10/2005	<b>Range Improvements</b> - Brush Beating/Mowing	BLM Montrose, CO	<b>CSP050078</b>	Gunnison, CO	Sandy Brothwick (970) 642-4452	100%	86
11/5/2005	<b>Range Improvements</b> - Dixie Harrow	Owl Mountain Partnership Walden, CO	N/A	Walden, CO	Kirk Snyder (970) 723-4625	100%	108
11/7/2005	<b>Mastication</b> - Hydro Ax with Fecon Attachment	Steve & Curielle Duffy	Private	Crawford, CO	Steve Duffy (970) 921-7467	100%	20



*West Range Reclamation, LLC*  
*Work History*

Completion DATE	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
8/31/2005	<b>Range Improvements -</b> Lawson Aerator	Scenic Mesa Ranch	Private	Hotchkiss, CO	Julie Littlefield (970) 921-3377	100%	195
8/24/2005	<b>Prescribed Thinning -</b> Cut & Pile	BLM Lander, WY	<b>KAQ052034 -</b> Cottonwood CG TU3	Lander, WY	Tim Kramer (307) 332-8431	100%	22.5
8/20/2005	<b>Range Improvements -</b> Lawson Aerator	Diamond H Ranch	Private	Baggs, WY	Kenny Hyatt (863) 692-2295	100%	140
8/8/2005	<b>Range Improvements -</b> Lawson Aerator	Nottingham Ranch Company	Private	Burns, CO	Susan Nottingham (970) 653-4449	100%	1100
8/5/2005	<b>Mastication &amp; Thinning -</b> Timbco w/ Fecon attachmnt, Hand Crew - lop & scatter	Arrowhead Improvements Association	Private	Cimarron, CO	Bob Rosenbaum (970) 862-8241	100%	33
8/3/2005	<b>Prescribed Thinning -</b> Cut & Pile	BLM Lander, WY	<b>NAC040241</b> Willow Creek Aspen Stewardship Project	Lander, WY	Tim Kramer (307) 332-8431	100%	42
7/26/2005	<b>Range Improvements -</b> Brush Beating/Mowing	BLM Western Slope Grand Junction, CO	<b>CEPO50024</b> Deer Pen Mechanical II Fuels Treatment	Burns, CO	Dan Solko (970) 947-2810	100%	99
7/18/2005	<b>Range Improvements -</b> Brush Beating/Mowing	DOW - HPP and BLM of Glenwood Springs, CO	<b>N/A</b> Cedar Creek Vegetation Treatment	Burns, CO	Mike Kinser (970) 947-2818	100%	80
7/5/2005	<b>Mastication -</b> Timbco with Fecon attachment (Phase 2)	Chimney Peak Ranch	Private	Ridgeway, CO	Tom P. Cusick (210) 414-1401	100%	540
6/16/2005	<b>Rangeland Improvements -</b> Lawson Aerator	BLM - Utah Salt Lake City, UT	<b>JSD054067 -</b> Home Ranch Brush Crunching	Woodruff, UT	Dan Washington (801) 558-8055	100%	160
5/27/2005	<b>Thinning -</b> Clean up, Cut & Pile	Flying Y Cattle Company	Private	Laramie, WY	Dave Whitmann (307) 745-5929	100%	17
12/4/2004	<b>Range Improvements -</b> Lawson Aerator	Odle Cattle Company	Private	Brush, CO	Jim Odle (970) 842-5566	100%	630
11/30/2004	<b>Range Improvements -</b> Brush Beating/Mowing	BIA - Wind River Agency	<b>SMC58040062 -</b> Sandhills Hazard & Table Mountain Hazard Fuel Reduction Projects	Fort Washakie, WY	Cal Anaker (307) 332-4408	100%	427
11/9/2004	<b>Range Improvements -</b> Brush Beating/Mowing	CO State Forest Service	<b>Q067588</b>	Gunnison, CO	Bryan Ayers (970) 641-6852	100%	200
10/28/2004	<b>Range Improvements -</b> Lawson Aerator	DOW - Gunnison HPP, Gunnison, CO	<b>OE PBA 05HPP000059</b> Monson Vegetation Treatment	Gunnison, CO	Paul Jones (970) 641-7073	100%	160
10/20/2004	<b>Range Improvements -</b> Brush Beating/Mowing	DOW Gunnison, CO	<b>OE PBA 5000000204</b> Dutch Gulch	Gunnison, CO	Paul Jones (970) 641-7073	100%	320



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/13/2005PRODUCER  
Pinnacol Assurance  
7501 E Lowry Blvd  
DENVER CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE POLICIES BELOW.INSURED  
WEST RANGE RECLAMATION LLC  
36702 FRUITLAND MESA ROAD  
CRAWFORD CO 81415

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Pinnacol Assurance	41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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.

INSTR LTR	ADD'L INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (to occurrence) MED EXP (per one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGE COMBINED SINGLE LIMIT (to accident) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				EACH OCCURRENCE AGGREGATE
		<b>BARABE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE AGGREGATE
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4085097	10/01/2005	10/01/2006	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE BACK OF CERTIFICATE FOR CLASS COVERAGE AND OWNERSHIP COVERAGE DETAIL

**CERTIFICATE HOLDER**878574  
US FOREST SERVICE  
ATTN: RON BELL  
PO BOX 244  
DELTA CO 81416**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE

Charles Doggett  
Underwriter

ACORD CORPORATION 1988

ACORD 25 (2001/08)



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2006

PRODUCER (307)745-8981 FAX (307)745-8987  
BW Insurance Agency, Inc.  
222 E Garfield St  
PO Box 926  
Laramie, WY 82073

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED West Range Reclamation, LLC  
36702 Fruitland Mesa Road  
Crawford, CO 81415

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Colorado Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTR	ADDITIONAL INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP 490702502	03/09/2006	03/09/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP 490702502	03/09/2006	03/09/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>DAMAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Colorado State University, the State of Colorado, and the Board of Governors of the CSU System are named as additional insured to the general liability policy, but only as respects to their liability arising solely out of the actions of the named insured.

## CERTIFICATE HOLDER

Colorado State University  
Attn: John Swaro  
Purchasing Department  
365 Aylesworth Hall SE  
Fort Collins, CO 80523-6010

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Carol A. McClure

©ACORD CORPORATION 1988



**MEMORANDUM**

Date: March 10, 2006

To: John Swaro, CSU Purchasing

From: Bob Bundy, CSFS Forester

Subject: Bueno Mine & Left Fork Unit 1 Fuels Reduction Project Bid

We would like to accept the bid submitted by West Range Reclamation for work on the Bueno Mine & Left Fork Unit 1 Fuels Reduction Project. Although only one of the two contractors present at the project showing submitted a bid, the single bid we did receive is fair for the following reasons:

- 1) The project had adequate notification and advertisement time; interested parties had ample opportunity to attend the field tour and bid on the project.
- 2) Based on prices for recent fuels reduction projects in our district, the cost of doing work by hand (chainsaw) ranges from \$900 to \$1500 per acre, versus the \$775 per acre bid submitted by West Range Reclamation. This historical per acre treatment cost documentation is on file at the Boulder District.
- 3) Our local forestry contractor base does not include businesses capable of mechanical "mastication" type work. The resource prescription written for this project requires we treat these acres mechanically. Chainsaw type treatments are not feasible. The time required to accomplish the same amount of acres by chainsaw vs. mastication is a great deal longer. We must complete this project by June 30, 2006 based upon the funding source time constraints. This 53.75 acre treatment area is considered a large project to our local contractors.
- 4) There are no other known qualified mechanized contractors within a two-hour drive of this project site. This results in less competition and the need to pay for mobilization costs, or the necessity of going with a higher cost "hand work" treatment.
- 5) Due to the limited number of businesses in the state offering this type of mechanized work, we are essentially "competing" for qualified contractors within our own agency. The bid submitted by West Range Reclamation falls within our timeline to complete the project; this obviously would allow them to address other projects within our agency as their schedule dictates.
- 6) Rue Logging was the second contractor to attend the field tour of the project. We contacted them on 3/9/06 and inquired as to why their company failed to submit a bid proposal. They stated that due to the relatively small size of the project combined with the travel distance from their home base in Crawford, CO, the resulting bid would be too high to make the project worthwhile.
- 7) The expert opinion of Chuck Dennis, who has worked directly with West Range Reclamation on recent past projects, stated that he felt the contractor is qualified and will do a superior job.
- 8) West Range Reclamation was willing to mechanically treat several large slash piles in an adjacent treatment area at no additional cost. We otherwise would be required to incur significant expenses to prepare a burn plan and conduct a prescribed burn on these piles. Their willingness for the contractor to spend extra time treating these piles directly benefits the district.

Due to our District's budgetary and time constraints placed upon this project, the silvicultural prescription requirements for this treatment, the per acre cost and the relatively small size of the project, we request you accept the Western Reclamation bid. Thank you for your time and consideration.

Sincerely,

*Robert A. Bundy*

Bob Bundy  
Fuels Treatment Partnership & Wildfire Mitigation Forester  
Colorado State Forest Service - Boulder District  
5625 Ute Highway  
Longmont, CO 80503  
(303) 823-5774  
(303) 823-5768 fax  
[rbundy@lamar.colostate.edu](mailto:rbundy@lamar.colostate.edu)



2-27-06

Bueno Mine & Left Fork Unit 1 Field Tour  
Attendee List

Re: BRIAN RUE.

BENJAMIN J. CAVETT (Rue Logging INC.)

Phone # 719-873-5862 cell 719-850-0151

ROLAND KAISER WEST RANGE RECLAMATION  
970. 921-5460 - 901-0824 CRAWFORD CO.





PURCHASING DEPARTMENT  
365 AYLESWORTH SE  
FORT COLLINS, CO 80523-6010

DATE

02/08/06

## DOCUMENTED QUOTE

**QUOTE NUMBER**

D100299

**RESPONSE DUE BY:**

03/07/06 **DATE**

3:00 PM **TIME**

**EXPECTED DELIVERY DATE:**

**PURCHASING CONTACT / PHONE:**

JOHN SWARO (970) 491-1397

FAX: (970) 491-5523

THIS IS NOT AN ORDER

**PLEASE TYPE VENDOR NAME AND ADDRESS**

IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM  
IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR  
BID.

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NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	1	lot	Bueno Mine & Left Fork Unit 1 Management Units Fuels Reduction Project per the attached bid terms, conditions, and specifications		
			SEE COST PAGE FOR NUMBERS		
			A tour of the project area is scheduled for February 27, 2006 at 12:00PM. See bid for details		

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED.  
BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER	TELEPHONE NUMBER
	SUPPLIER'S DATE OF DELIVERY	AUTHORIZED SIGNATURE (REQUIRED)	TITLE





PURCHASING DEPARTMENT  
365 AYLESWORTH SE  
FORT COLLINS, CO 80523-6010

DATE

02/08/06

## DOCUMENTED QUOTE

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM  
IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR  
BID.

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NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Because of the limited competition expected from registered BIDS vendors on this solicitation, the procuring agency intends to use both BIDS and additional methods of vendor notification and may make the specification available to non-registered vendors through additional means. However, quotes bids, or offers submitted by non-registered will not be opened or considered (except as necessary to determine BIDS registration status) unless, after examination of quotes/bids/offers submitted by registered vendors, it is determined that there is not adequate competition among BIDS registered vendors. If adequate competition exists among BIDS registered vendors, non-registered vendors will not be considered		

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED. BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER	TELEPHONE NUMBER
	SUPPLIER'S DATE OF DELIVERY	AUTHORIZED SIGNATURE (REQUIRED)	TITLE



**Colorado State University**  
**Documented Quote# D100299**  
**Bueno Mine & Left Fork Unit 1 Management Units**  
**Forest Restoration Thinning/Mulching & Fuels Mitigation**

Colorado State Forest Service

**Terms and Conditions**

1. Because of internal budgetary considerations, The University cannot assure any bidder that a contract or purchase order will result from this Documented Quote. Rather, a final decision will be made only after a full analysis of all bids.
2. Any modification to this Documented Quote or answers to any written inquiries will be posted on the State of Colorado BIDS website at <https://gssweb2.gssa.state.co.us>. Bidders shall not rely upon any other interpretations, changes or corrections.
3. **STANDARD CONTRACT:** The form of the agreement between the successful Bidder and Colorado State University will be an Independent Services Contract. **A sample contract is attached, and contains certain required provisions for doing business with the State of Colorado, labeled "Special Provisions". The Special Provisions are required to be contained in every State Contract without modification or exception.** The terms of the accepted proposal will be included in the contract for the work and a breach of contract will occur if these terms are not adhered to. Any changes to the agreement must be made by written amendment to the Independent Services Contract.
4. **ASSIGNMENT OR SUBCONTRACT:** Any proposed assignment or subcontracting of any Bidder's obligations under the Independent Services Contract must be stated in the Bidder's response and must be approved in writing by Colorado State University prior to award.
5. **EXCEPTIONS:** Any and all exceptions to the terms and conditions set forth in this Invitation for Bid shall be clearly stated in the Bidder's Bid on a separate page or pages marked "Exceptions". All matters contained in the Invitation for Bid shall be deemed acceptable to the Bidder and shall become a part of the Contract unless an exception thereto is submitted as provided in this section.
6. **SPECIFICATIONS REQUIREMENTS:** All bids must meet or exceed the specifications provided herein. Evaluation of the extent to which Bids meet specifications will be performed **SOLELY** and determined **SOLELY** by the Colorado State Forest Service and the Colorado State University Purchasing Department. In addition to price, all bidders must submit the following 1) a list of all equipment to be used on the project, 2) projected start and end dates for the project and 3) three written examples of work performed similar to this project.
7. Colorado State University reserves the right to reject any or all Bids.
8. Vendors also must **SUBMIT** a Certificate of Insurance (Accord 25) along with their bid packet. **A sample of Colorado State University's requirements is listed as an attachment to this bid. Please include a completed copy of the Certificate of Insurance (Accord 25) with your bid. SEE EXHIBIT A.**
9. **A site inspection is mandatory and all eligible vendors must attend this inspection in order to submit the bid. Details for the site inspection including directions are listed under Site Inspection and Directions section of this bid.**



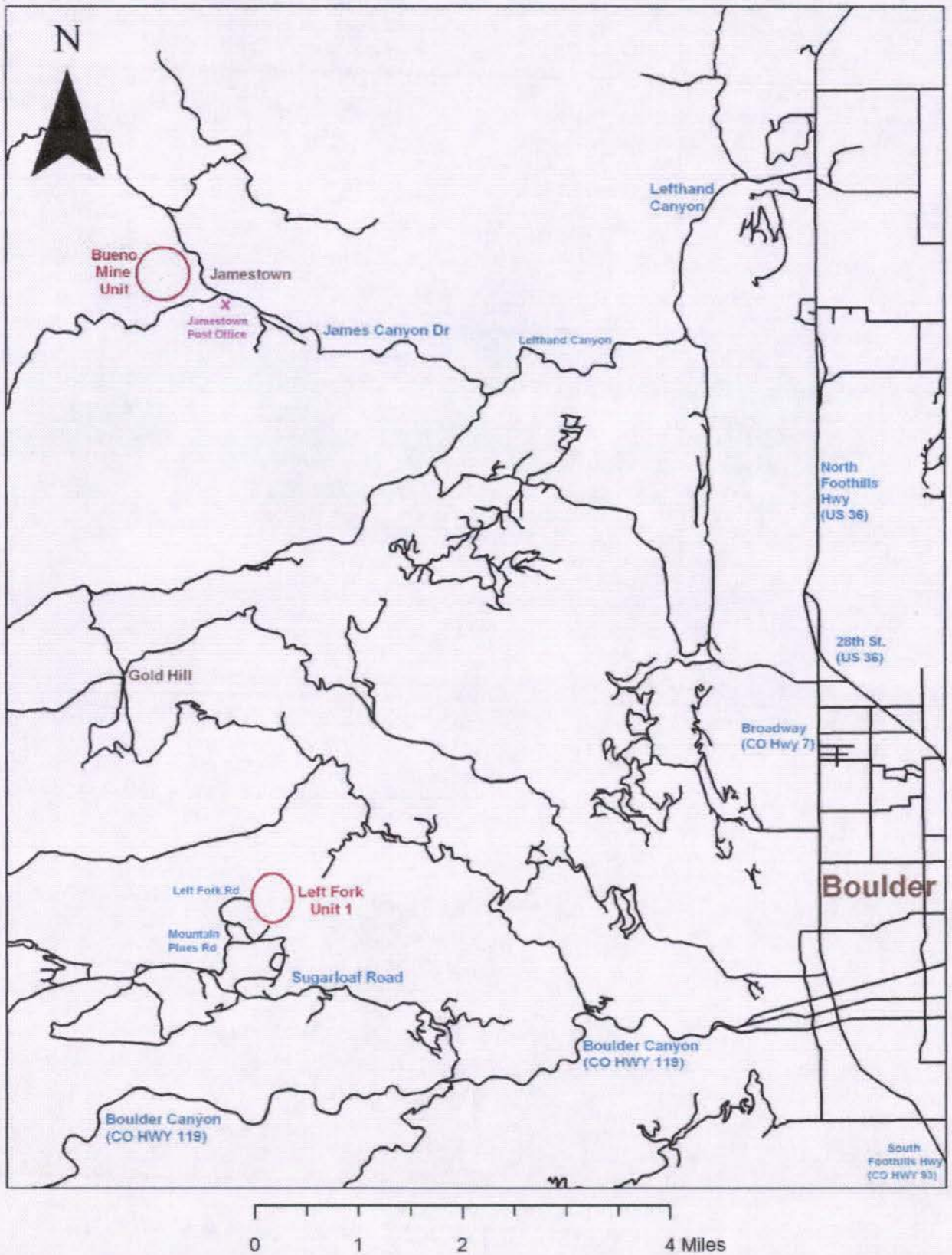
10. All questions pertaining to this bid must be sent to:

Colorado State University  
Purchasing Department  
365 Aylesworth Hall  
6010 Campus Delivery  
Attn: John Swaro/ B100086  
Fort Collins CO 80523-6010

[John.Swaro@colostate.edu](mailto:John.Swaro@colostate.edu)

11. There are multiple units that make up this bid proposal. Vendor must bid on all of these units to responsive. Dependent on funding, University may make multiple unit awards to one contractor if deemed in the best interest of Colorado State University and the Colorado State Forest Service.







### Site Inspection and Directions

Mandatory Site Inspection: A tour of the project area is scheduled for Monday, February 27, 2006 at 12:00pm

The 53.75 acre project is broken up into two units located less than 15 miles outside of Boulder, Colorado. The two project units are approximately 25 miles apart. Please meet in the parking lot just east of the post office in Jamestown, Colorado and tour both units (see attached map for directions to the post office).

#### Directions to Jamestown Post Office (meeting place)

1. Take West US 36 out of Boulder, Colorado. This portion of US 36 actually heads north.
2. Lefthand Canyon is approximately 5 miles outside Boulder city limits. At the Lefthand Canyon entrance take a left off of US 36 and head west.
3. Go approximately five miles until the road forks with the option of going toward Ward or Jamestown. At the fork continue straight (slightly to the right) toward Jamestown. Lefthand Canyon becomes James Canyon Drive.

Take James Canyon Drive about 3.5 miles to Jamestown. The post office is on the left side of the road about an eighth of a mile past Main Street. Jamestown is very small and the post office is hard to miss

**This will be the only opportunity to view the treatment units due to the limited access to the area and the location of the treatment units. Please be prepared to spend as much time as you need during the day to look at each treatment block.**

All bidders must submit the following information:

- Bid price
- Equipment to be used
- Timing (when can they begin/projected end date)
- Past examples of similar work

See COST Page .



**Bueno Mine & Left Fork Unit 1 Management Units  
Forest Restoration Thinning/Mulching & Fuels Mitigation**

**Project Objectives:**

- Develop "restored" ponderosa pine forest stand conditions and improve forest health by reducing competition of small diameter regeneration and promoting larger diameter healthy trees with consideration of both tree species and tree size diversity
- Reduce wildfire hazards by reducing tree densities and modifying stand structure
- Develop a more open, "clumpy" stand character
- Maintain the aesthetic qualities of the properties, particularly on hillsides within the community view shed
- Reduce wildfire hazards to local communities by connecting to ridge top shaded fuel breaks and by tying together contiguous forest thinning and natural openings
- Increase access for firefighters in the instance a wildfire occurs near the community
- Reduce the threat of insect and disease attacks by reducing stand densities

**General Description of Work/Target Stand Conditions:**

This scope of work covers two project areas that are located less than 15 miles outside of Boulder, Colorado. The individual project areas are 25 miles apart. Work involves restoration thinning on 53.75 acres, with a preference toward mechanical mulching. Work will be performed based on the prescriptions listed below, and as described in a site inspection of the two project units. The goal is to develop a more open stand, with emphasis on retaining large diameter healthy ponderosa pine on a majority of the management areas. Scattered large diameter Douglas-fir will be retained on north facing slopes, where they are dominant, and/or where no healthy large diameter ponderosa pines exist. The stand should exhibit maximum structural, spatial and species diversity. Emphasis is on retaining and managing healthy pine and Douglas-fir in excess of 12 inches in diameter. Isolated juniper located more than 20 feet from residual tree crowns may be retained for species and stand structure diversity.

The target stand conditions can be achieved by increasing openings, decreasing tree densities, decreasing crown cover, and decreasing horizontal and vertical fuel continuity. The goal is to leave an average of forty to fifty trees per acre, at times clumped, and with the desire for two or more 12-inch plus diameter snags/acre.



### **Management Treatments and Prescription:**

The project will involve thinning and mulching of a timbered area to achieve the *Target Conditions* listed above. Use of equipment that is comparable in performance to a *Hydro-ax* with a rotary ax mower or a *Timbco* with a *Quadco* mulching attachment is preferred for the majority of the project area. Trees will be thoroughly mulched to reduce the amount of large woody fuels. Any tops or other large material left following the mulching must be less than 18" in height. ***Material may need to be lopped with chainsaws and scattered by hand.***

- A. Mulch whole trees, concentrating on sizes of 0-12 inches DBH to meet the target of 40-50 trees per acre in dense stands and less in the heavily mistletoe stands. Any trees of the 12 inch and less size class remaining should be healthy individual trees or small clumps. Remaining trees of any size class following treatment will be individual or small groups (3-5 trees) with crown spacing of at least 15 feet between individual or group crowns. Where groups and clumps of smaller trees are retained, additional distance should be left between groups and individual trees. All stumps will be 4 inches or lower as measured on the uphill side. Any down and dead, snow damaged, wind-thrown trees that are on the ground which are within the diameter limit will be treated. Mulch all accessible standing dead trees unless they serve as a large diameter (over 12 inches DBH) snag tree. Trees will be thoroughly mulched to reduce the amount of large woody fuels. Priority will be to mulch marked trees, unhealthy trees with poor form, those with evidence of insect and disease, and standing dead.
- B. Tree selection will be based on the following priorities:
  - 1. Cut 90% or more of the blue marked trees (over half of the land has been marked)
  - 2. Retain trees with "Do Not Cut" pink flagging on them (for use as photo points)
  - 3. Cut additional trees for the reduction of fuels and to meet the project target.
  - 4. Retain dominant healthy trees with proper spacing and aesthetics in mind
- C. In all stands adjacent to roads and around structures:
  - 1. Care should be taken to avoid throwing wood chunks onto the road. Significant accumulations shall be removed from roads on a daily basis. Alternative mulching heads or techniques may need to be employed for this.
  - 2. For treatment areas close to structures: If unable to mulch trees within the diameter limits, trees must be treated by hand using the spacing guidelines listed in the prescription. Slash from felled trees shall be lopped-and-scattered to a height not to exceed 18-inches above the ground. Stems shall be bucked so that they lay flat on the ground in lengths no longer than 8-feet. Stumps will be cut as close to the ground as possible, not exceeding 4-inches on the uphill side.

### **Mulching operation:**

Trees will be mulched into as small-sized pieces as possible. It is desired that mulched material (chips/chunks) will be of variable sizes not to exceed a size of 3-inches in diameter and < 3-feet in length. Mulched material must be distributed across the landscape,  $\leq$  4-inches in depth. Contractor must avoid mulch deposition on any roads. Alternative mulching heads or different techniques may need to be employed to meet this goal. Any significant accumulations of mulch



on any roads will be removed on a daily basis. Stumps will be cut as close to the ground as possible, but in no circumstances will the stump height exceed 4 inches as measured on the uphill side. The contract controls chip depth and distribution. The Contractor may leave large diameter (greater than 6 inches) wood piles on site with the permission of the Contract Administrator. If firewood piles are left on site they must be neatly stacked in accessible areas along roads and trails.

**Contract Period:**

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than June 30, 2006. Contractor must operate from 8am to 5pm during week days.

**Sequence of Work:**

The sequence and order of treatment will be determined by and agreed to in writing by the Contract Administrator and the Contractor. Sequence will be based on weather and site conditions. All blocks must be completed entirely (mulching, clean-up, rehabilitation) prior to moving to other blocks. Contractor may store products (post, poles, saw logs, firewood, etc.) in a completed block, receive payment for the completed block, and begin operation on the next block.

**Damage:**

- Soil: Ruts and/or depressions in soil must be < 8-inches. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor.
- Trees: Leave trees to be retained in units that sustain significant damage, as determined by Contract Administrator (i.e., broken top, multiple equipment scars in excess of 12 x 6 inches), will affect a portion of the damage deposit to be refunded to Contractor.
- Roads: Any road altered from its current conditions by the Contractor must be repaired by the Contractor. This repair may include re-grading barrow ditches, cut-banks, or repairing damaged pavement. The Contract Administrator will determine if road repair is necessary.

**Damage Deposit:**

A damage deposit in the amount of 10% of the contract value will be required upon signing of the contract. The deposit shall be in the form of certified check or money order payable to the *Colorado State Forest Service*. The deposit shall be used, in part or in full, to correct deficiency in any work not completed to agreement specifications. The deposit will be retained in full should the Contractor fail to complete the contracted work in the time frame specified in the *Independent Services Contract*. The deposit or its balance will be released to Contractor promptly upon satisfactory completion of the project.



#### **Additional Performance Standards:**

- In areas where machines have used a path repeatedly, water bars will be installed by contractor using a spacing guide of one water bar per 1000 ft divided by % slope. Additional water bars will be installed if the Contract Administrator determines they are necessary.
- The Contract Administrator may suspend or limit operations if excess damage is occurring due to mud, snow, extreme fire danger, or failure to meet contract specifications.
- Noxious weed considerations will include washing vehicles and equipment prior to entering or exiting harvest areas. Avoid driving equipment through weed infested areas.
- Contractor will be required to notify local homeowners when operating within 100 feet of property boundaries. When working within 100 feet of any road, contractor shall post signs at least 100 feet in advance of the work area in each direction of travel.

#### **Boundary:**

The boundary is delineated with orange flagging and is painted with yellow spots and three vertical blue stripes. The blue stripes face in each direction along the boundary and to the interior of the project. The Contractor must cut blue painted boundary trees when it meets the prescription.

#### **Bueno Mine Management Unit Description:**

- **Legal Description:** The Bueno Mine Management Unit is located in the SE ¼ of Section 24 in Township 2 North, Range 72 West, Boulder County, Colorado.
- **Location:** The management unit is located just west of Jamestown, Colorado and east of Bueno Mountain. The unit is most easily accessed by traveling north on US Hwy 36 from Boulder approximately four miles to Lefthand Canyon. Take Lefthand Canyon west 5 miles until it becomes James Canyon and continues another 2.5 miles to Jamestown. From Jamestown head west on James Canyon Drive approximately one half mile past County Highway 102J (Ward Street). The second dirt road/driveway to the left past Ward Street is the primary access point for the unit. Follow this road south approximately 500 feet to the first Merendon Mine gate on the right (a key to this gate and another gate to the southeast is available from the Colorado State Forest Service – Boulder District Office). This gate is located on the northeast corner of the unit. The treatment area stretches east and south of this point along dirt roads. The unit exists between James Canyon Drive and County Highway 102J (Ward Street).
- **Elevation:** The project site is between 7,000 and 7,500 feet in elevation.
- **Ownership:** Merendon Mining Company is the only landowner. The land management has been assumed by the Colorado State Forest Service (CSFS) through a License to Enter Land agreement between the CSFS and the landowner. CSFS will serve as project manager/contract administrator.

The slope within the project area ranges between 0% to 40%. There are some small gullies, mining cutbanks, and rock outcroppings that have slopes up to 60% and may prove inaccessible. All of these features are relatively small within the landscape, easy to work around, and should not prove to be a problem in accessing most of the areas of the treatment unit.



- Bueno Mine Block 1 (11 acres): A ponderosa pine stand with scattered juniper and mountain mahogany on a gentle east facing slope of 0-20%. There is a range of between 350 and 850 stems per acre within this block. The estimated mean average is around 650 stems per acre.
- Bueno Mine Block 2 (14.5 acres): A dense mixed conifer stand on north and northeast facing slopes ranging from 20-40%. There is a range of between 300 and 3,250 stems per acre within this block. The estimated mean average is around 1,200 stems per acre.

**Note:** The bids and payments for the desired work will be based upon the listed acreage figures whether there is actually more or less acres treated as part of the project.

The following four pictures are a general representation of the current state of the stand.







**Bueno Mine - Block 1**





**Bueno Mine - Block 2**





#### **Left Fork Unit 1 Management Unit Description:**

- **Legal Description:** The Left Fork Management Unit is located in the SE ¼ of Section 19 in Township 1 North, Range 71 West, Boulder County, Colorado.
- **Location:** The management unit is a 9 mile drive west from Boulder, Colorado. The unit exists between Arkansas and Left Fork roads. The unit can be most easily accessed from Boulder by heading west on Boulder Canyon Drive (CO HWY 119) four miles to Sugarloaf Road. Take Sugarloaf Road northwest 3.5 miles to Mountain Pines Road. Go a half mile north on Mountain Pines until it becomes Left Fork road and go an additional half mile. Access and parking for the unit is off of the driveway for 750 Left Fork Road. An easily accessible two-track road spurs off of the driveway and cuts across the unit.
- **Elevation:** The project site is between 7,300 and 7,800 feet in elevation.
- **Ownership:** The Bureau of Land Management (BLM) is the primary landowner. There is one other private landowner in this unit. The land management has been assumed by CSFS through an intergovernmental agreement and a License to Enter Land agreement between the CSFS and the private landowner. CSFS will serve as project manager/contract administrator.

The slope within the project area ranges between 0% to 40%. There are some small gullies, mining cutbanks, and rock outcroppings that have slopes up to 60% and may prove inaccessible. All of these landscape features are relatively small within the landscape, easy to work around, and should not prove to be a problem in accessing all areas of the treatment unit.

The overall unit has 180-880 stems per acre with 30-70 dead and down trees. A goal for the unit is 40-80 stems per acre with no remaining dead and down

- **Left Fork Block 1 (14.25 acres):** A heavily infested mistletoe ponderosa pine stand with scattered juniper on a primarily south facing slope. There is a range of between 180 and 380 stems per acre, with up to 70 dead and down trees per acre within this block. The median average is around 280 stems per acre.
- **Left Fork Block 2 (14 acres):** A dense mixed conifer stand on a flat ridge top with portions on east and west facing slopes. There is a range of between 400 and 900 stems per acre with about 50 dead and down trees per acre within this block. The median average is around 650 stems per acre.

**Note:** The bids and payments for the desired work will be based upon the listed acreage figures whether there is actually more or less acres treated as part of the project.

The following four pictures are a general representation of the current state of the stand.



Left Fork Unit 1 - Block 1





Left Fork Unit 1 - Block 2





# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/2005

PRODUCER

SAMPLE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
			GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
			<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POF AGG \$ 2,000,000
B			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input checked="" type="checkbox"/> HIRED AUTOS				
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
A			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
			<input type="checkbox"/> DEDUCTIBLE				\$
			<input type="checkbox"/> RETENTION \$				\$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
The State of Colorado, Colorado State University and Board of Governors of CSU System are included as Additional Insureds on the above general liability and auto policy.

## CERTIFICATE HOLDER

Colorado State University  
Attn: John Swaro  
Purchasing Department  
Fort Collins, CO 80523-6010

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



1. **Insurance Requirements**

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

1) Workers' 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. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 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.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

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

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

***B. The State of Colorado and Colorado State University shall be named as additional insured on the Commercial General***

***Liability and Automobile Liability Insurance policies*** (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 (10 days for nonpayment of premium).

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 upon execution of this contract. 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.



## INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the Effective Date in section 2 below. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

### I. PARTIES:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
CONTACT NAME: _____
DEPARTMENT: _____
CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523- _____
TELE: _____
FAX: _____
EMAIL: _____

FULL LEGAL NAME OF CONTRACTOR: _____
TYPE OF BUSINESS: [Select One] _____
STATE OF BUSINESS REGISTRATION: _____
BUSINESS ADDRESS: _____
CITY, STATE, ZIP: _____
FEIN or TAX ID#: _____
CONTACT NAME: _____
DEPARTMENT: _____
TELE: _____
FAX: _____
EMAIL: _____

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. \_\_\_\_\_; and

WHEREAS, the Contractor was selected in accordance with State law as a result of [Select One] number \_\_\_\_\_;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

### II. TERMS AND CONDITIONS OF THE CONTRACT

1. **Independent Contractor; Relationship of the Parties.** The parties aver that:
  - a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
  - b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
  - c. The Contractor, if a sole proprietor, represents and warrants that he/she ☐ has ☐ has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and
  - d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: \_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The State Controller**



or his/her delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.

3. **Payment Terms.**

a. **Check one box only:**

- i. ☐ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \_\_\_\_\_ payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. ☐ **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed \_\_\_\_\_ and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

4. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Insurance Requirements**

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' 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. \$1,000,000 products and completed operations aggregate; and
  - d. \$50,000 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.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the



term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

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

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

B. The State of Colorado and Colorado State University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (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 (10 days for nonpayment of premium).

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 upon execution of this contract. 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.

7. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be works for hire and are the exclusive property of the University. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
8. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
9. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
10. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract



amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above. **A copy of every notice to CSU shall be provided to: Office of the General Counsel, 01 Administration Building, 0006 Campus Delivery, Fort Collins, CO 80523-0006.**
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
14. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
16. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:  
  - ☐ **Exhibit A: Scope of Work**
  - ☐ **Exhibit B: Payment Provisions**
  - ☐ **Exhibit C: Federal Funds Addendum**
  - ☐ **Other:** \_\_\_\_\_
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:



## SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

### 1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

### 2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### 3. INDEMNIFICATION.

The 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 incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### 4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

### 5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

### 6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

### 7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

### 8. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

### 9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05



**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**CONTRACTOR:**

\_\_\_\_\_  
Full Legal Name of Contracting Entity

\_\_\_\_\_  
Social Security Number or FEIN

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Print Name & Title of Authorized Officer

Date Signed: \_\_\_\_\_

**CORPORATIONS:**

(A corporate seal or attestation is required.)

**Attest (Seal)**

By \_\_\_\_\_  
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:  
BILL OWENS, GOVERNOR**

The Board of Governors of the Colorado State University  
System, acting by and through Colorado State University:

By: \_\_\_\_\_

Printed Name: John Utterback  
Title: Director of Purchasing

APPROVED:

By: \_\_\_\_\_  
Dean or Department Head

LEGAL SUFFICIENCY:  
ATTORNEY GENERAL, STATE OF COLORADO  
John W. Suthers

By: \_\_\_\_\_  
Robert Schur  
Associate Legal Counsel  
Colorado State University

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:  
LESLIE M. SHENEFELT**

By: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A TO INDEPENDENT SERVICES CONTRACT  
SCOPE OF WORK

*[Enter here or attach a detailed description of the work to be performed, including any milestone dates, standards or guidelines to be met, deliverables, etc.]*

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Initials:

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EXHIBIT B TO INDEPENDENT SERVICES CONTRACT  
PAYMENT SCHEDULE

*[Enter here or attach a detailed statement of the dates and amounts for payments to be made under the Contract and any service milestones or deliverables attendant to such payments].*

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Initials:

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## EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

### Federal Funds Addendum

The following provisions shall be deemed incorporated and made a part of the Contract:

1. Certification:

a. Acceptance of this Subaward constitutes certification that the [Subrecipient] [Contractor] is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Acceptance of this Subaward constitutes certification that the Subrecipient is not delinquent on any Federal debt.

c. Acceptance of this Subaward constitutes certification that to the best of the Subrecipient's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. Acceptance of this Subaward constitutes certification that the Subrecipient has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Office of Scientific Integrity, PHS.

e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State [by the United States Department of \_\_\_\_\_] for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

3. ☐ [Optional—check here if required]: Applicable Regulations; Audit:

The Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract. The State [and federal government] reserves the right to audit the contractor's books and records for a period of three years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the State procurement rules shall be reimbursed by the contractor, or offset against current obligations due by the State to the contractor, at the State's election.



GENERAL CONDITIONS  
INVITATION FOR BID / DOCUMENTED QUOTATION

1. The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
2. Bidders are expected to examine the drawings, specifications, schedule of delivery and all instructions; failure to do so will be at the bidder's risk.
3. Each bidder shall furnish the information required; the unit price for each item bid must be shown; a total for each item bid must be entered; in case of error in extension, unit price prevails.
4. All equipment shall be new and of the manufacturer's current model unless otherwise specified.
5. Materials or services are to be supplied as specified. The University will be the sole judge in determining "equals" in regard to price, quality and performance.
6. Samples of items, when requested, must be furnished free of expense to the University, and if not destroyed by testing, will be returned at the bidder's request and expense.
7. Cash discounts offered may be considered in determining the successful supplier. Cash discount period will begin from the date of receipt of acceptable invoice or from the date of receipt of acceptable material, whichever is the later.
8. Colorado State University reserves the right to reject any and all bids and to waive formalities pursuant to the bidding; and to accept any portion of a bid or all items bid, if deemed in the best interest of the State of Colorado.
9. This Invitation for Bid / Documented Quotation does not obligate the University to pay any costs incurred in the preparation or the submission of such bids, or to purchase or contract for materials or services from such Invitation for Bid / Documented Quotation if not in the best interest of the State of Colorado.
10. The Contract/Purchase Order will be awarded to the responsible bidder whose bid, conforming to the Invitation for Bid / Documented Quotation, will be most advantageous to the State of Colorado, price and other factors considered. Title 24, CRS, as amended, Article 101 through 112, and Rules adopted to implement the Statutes govern this procurement. All appeals must be submitted in writing within seven working days after such aggrieved person knows or should have known of the facts giving rise thereto.
11. The University's standard method of payment is via electronic funds transfer (EFT) to an account specified by the Vendor unless a different payment method is agreed upon. The Vendor must complete and return an Electronic Payment Information Request form and, in doing so, authorizes the University to direct all payments to the account identified and, in the event that a payment is made to such account in error, to correct such error by debit to such account. The Vendor may designate a new account for receipt of any payment at any time during the term of the Contract/Purchase Order by providing written notice to University containing all of the information required by the Electronic Payment Information Request form. The University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Vendor's prior account.
12. No bid shall be withdrawn for a period of 30 days subsequent to the opening of bids without the consent of the Colorado State University Purchasing Department.
13. It is understood and agreed that the delivery date and/or date of installation after receipt of a purchase order is the seller's best offer. In its acceptance of any bid, the University is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of seller's failure to deliver as and when promised, the University reserves the right to cancel its acceptance order, or any part thereof, and seller agrees that the University may return all or part of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised, not as a penalty but as liquidated damages.
14. In the event any item to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application therefor, the seller will indemnify and hold harmless the University from any and all loss, costs, expenses, and legal fees on account of any claims, legal actions, or judgements on account of manufacturer, sale, or use of such item in violation, infringement or the like of rights, under such patent, copyright, trademark, or application.
15. INDEMNIFICATION. The 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 incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract.
16. A signed Purchase Order or Contract, furnished to the successful bidder, results in a binding contract, without further action by either party.
17. Late bids or telephone bids will not be accepted or considered. It is the responsibility of the bidder to insure that the bid arrives by the date and time and at the place indicated on the Invitation for Bid / Documented Quotation. FAX submission of the Invitation for Bid is not permitted. If authorized by the University, the Documented Quotation may be submitted via FAX. Furthermore, in bidding, give complete information in spaces provided; otherwise your bid may be given no consideration.
18. The bid price shall be exclusive of any Federal or State Taxes from which the State of Colorado is exempt. Our Federal Excise Tax Exemption Certificate of Registry Number is 84-730-123K. Our Colorado State and Local Sales Tax Exemption Number is 98-02381.
19. Note - in order to be considered for further bids it is necessary that all bids be returned - in the event of "No Bid" please sign the bid, indicating "No Bid" and return.
20. ANTI-KICKBACK ACT of 1986. Vendor represents that they have not provided or attempted to provide any kickback to any employee or agent of Colorado State University. All reports of possible kickbacks shall be submitted in writing to the Internal Auditing Department, Colorado State University System, Fort Collins, CO 80523. Reports may also be made by telephone to 1-970-491-6176.