REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: NOVEMBER 19, 2018
BID NUMBER: B1800162
DESCRIPTION: STREAM GAGE FLOOD WARNING PROJECT
DEPARTMENT: OFFICE OF EMERGENCY MANAGEMENT
MANDATORY PRE-BID CONFERENCE DATE: NOVEMBER 29, 2018
BID OPENING DATE: DECEMBER 6, 2018

1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

WELD COUNTY STREAM GAGE FLOOD WARNING PROJECT.

A mandatory pre-bid conference will be held at 2:00PM., on November 29th, 2018, at the Weld County Administration Building. The Administration Building is located at 1150 O Street Greeley Co, 8063. Bidders must participate and record their presence at the pre-bid conference to be allowed to submit bids.

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room #107 Greeley CO, 80631 until: 10:00 AM on December 6, 2018 (Weld County Purchasing Time Clock).

PAGES 1 – 8 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-8 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 8.

2. INVITATION TO BID:

Weld County requests bids for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at http://www.co.weld.co.us/Departments/Purchasing/index.html located under “Current Requests”, And, on the Bidnet Direct website at www.bidnetdirect.com. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County – 2 methods:

1. Email. Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.
2. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631. **Please call Purchasing at 970-400-4222 or 4223 if you have any questions.**

3. **INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION:**

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Weld County Controller/Purchasing Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director for the premature opening of a bid not properly addressed and identified. Bids may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded. Bidders are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the bidders’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Bid contained herein (including, but not limited to, product specifications and scope of services), the successful bidder’s response, and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County. The County may require a separate contract, which if required, has been made a part of this RFB.

4. **SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS:**

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). **Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful**
bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §§8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

5. GENERAL PROVISIONS:

A. Fund Availability: Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. Confidential Information: Confidential financial information of the bidder should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will attempt to contact the bidder in order to allow the bidder to seek an appropriate court order preventing disclosure. Without such an order, Weld County will release the requested information in accordance with CORA.

C. Governmental Immunity: No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. Independent Contractor: The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to
the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written
consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful bidder further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

The bidder warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful bidder shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s
family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.

T. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.

V. **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. **Compensation Amount:** Upon the successful bidder’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld

X. **Taxes:** County Board of County Commissioners, as required pursuant to the Weld County Code. County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. **INSURANCE REQUIREMENTS:**

**Insurance and Indemnification.** Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contract Professionals shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A”VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Contract Professional. Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverage’s specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Professional. The County in no way warrants that the minimum limits contained herein are sufficient to protect them from liabilities that might arise out of the performance of the work under this Contract by the Contract Professional, its agents, representatives, employees, or subcontractors. The Contract Professional shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contract Professional is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The Contract Professional shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.
The Contract Professional stipulates that it has met the insurance requirements identified herein. The Contract Professional shall be responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Contract Professional and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The Contract Professional shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or willful acts or omissions of Contract Professional, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contract Professional to conform to any statutes, ordinances, regulation, law or court decree. The Contract Professional shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of the Contract Professional in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the Contract Professional will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contract Professional agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contract Professional for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

**Types of Insurance:** The Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers' Compensation Insurance** as required by state statute, and Employer's Liability Insurance covering all of the Contract Professional's employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contract Professional or subcontractor is exempt under Colorado Workers' Compensation Act., **AND** when such Contract Professional or subcontractor executes the appropriate sole proprietor waiver form.

**Commercial General Liability Insurance** shall include bodily injury, property damage, and liability assumed under the contract.

- $1,000,000 each occurrence;
- $1,000,000 general aggregate;
- $1,000,000 Personal Advertising injury

**Automobile Liability:** Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

**Professional Liability (Errors and Omissions Liability)** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. Contract Professional shall maintain limits for all claims covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under this Contract resulting from professional services. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contract Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
Minimum Limits:

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Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

Proof of Insurance: County reserves the right to require the Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contract Professional’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Contract Professional’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, independent Contract Professionals, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverage’s required of Contract Professional. Contract Professional shall include all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contract Professional agrees to provide proof of insurance for all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
SPECIFICATIONS AND/OR SCOPE OF WORK AND PROPOSED PRICING:

Background

On September 9, 2013, a slow-moving cold front stalled over Colorado, conflicting with warm humid air from further south. The result produced heavy rain and catastrophic flooding along Colorado’s Front Range from Colorado Springs to Fort Collins. The situation intensified over September 11 and 12 as rain continued and storm runoff began entering rivers, causing multiple surges far above typical levels. The National Weather Service’s Hydro-meteorological Design Studies Center stated in the Exceedance Probability Analysis for the Colorado Flood Event Study: “The rarity of this event...shows how the maximum rainfall amounts compared to corresponding precipitation frequency estimates for annual exceedance probabilities from 50% to 0.1% for durations from 15 minutes to 7 days.”

Weld County was heavily impacted by the overflow of the South Platte River, the Big Thompson River, the Saint Vrain River, the (Cache La) Poudre River, and a series of minor tributaries during the September 2013 flooding event. Flooding in Weld County affected a total of 7,121 parcels of land. Of this number, 2,910 were residential properties, 355 parcels contained commercial properties, 62 parcels had been used as industrial service sites, and the remaining parcels served as either agricultural properties or natural resources.

Existing stream gages currently delay readings by up to one hour and cannot be relied upon to provide crucial information within an appropriate timeframe during a potential flood event. In the case of the September floods, the stream gage information was received just before the rivers began to reach a dangerously high level of flow and did not allow emergency services enough time to both properly warn all citizens within close proximity of the waterways and initiate the established protocol for responding to a flood hazard. This resulted in far less than desirable evacuation times for a large portion of the local population, and to the confusion and congestion which naturally follows.

Scope of Work

Weld County, Colorado

The Weld County Office of Emergency Management is seeking proposals to install a series of ALERT (Automated Local Evaluation in Real Time) radio telemetry stream gage warning system sensors within Weld County and surrounding areas to serve as early warning systems for the purpose of notifying citizens of impending flood hazards. This project is in coordination with the Division of Water Resources and utilizing DRW gages. The newly installed stream gage equipment will provide real time stream data allowing for a much quicker warning response service than those relied upon during the September 2013 flood subsequently declared by FEMA as disaster DR-4145.

The Contractor will be responsible for completing a telemetry study to ensure data from the selected gaging stations can be received to the receiver locations. The Contractor is also responsible for obtaining the FCC licenses for each ALERT gaging site.

The Contractor will be responsible for providing all grounding rods, concrete, antenna masts, mounting accessories, etc. which are needed to install the monitoring equipment.

Current stream gage data is gathered from the Internet utilizing a number of existing gages operated
by the Colorado Division of Water Resources. While these systems do assist in providing the County with river flow information, the time steps of each existing station are roughly one hour, meaning that information is not typically relayed back to the County until one hour after the gage has performed the reading. This is not sufficient for the citizens of Weld County who live within a flood hazard area because this does not allow for a sufficient amount of time to evacuate to safety in a sudden flood.

All mitigation actions performed will provide a level of protection in line with the goals of the most current NOAA *National Weather Service Flood Warning Systems Manual*. In order to ensure that the citizens of Weld County will be provided with a higher level of safety, a total of six radio telemetry stream gages will be installed along the major rivers and confluences in the southeastern portion of the County. (See figure 1.1 below.) This area contains the highest number of persons per square mile within the County and contains the City of Greeley, as well as a number of the County’s local government offices and buildings. Working with the DWR we are proposing six stream gages be co-located with existing Colorado Division of Water Resources (DWR) stations which will assist in providing the National Weather Service with more accurate and up-to-date data than existing gages can offer.

Weld County requires the warning software be able to work on a “Cloud base system” to collect all of the data and disseminate it to local emergency managers, public works employees, the National Weather Service, and the general public. It is possible that a single repeater may be required in order to ensure reliable and accurate data at the base/modem. Once the project has been completed and closed out, Weld County will evaluate the need for an additional radio repeater and will install this with local funding if necessary. Please see gage installation descriptions below for more information.

**Project Locations**

Each of the project sites are listed in the blow table with the Division of Water Resource gage Identifier. For additional information see the attached MAP for location information.

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<th>Poudre River</th>
<th>Timnath Admin Gage</th>
<th>DWR</th>
<th>CLARIVCO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poudre River</td>
<td>Fern Ave in E Greeley</td>
<td>DWR</td>
<td>CLAGRECO</td>
</tr>
<tr>
<td>Big Thompson</td>
<td>402 &amp; I-25</td>
<td>DWR</td>
<td>BIGHILCO</td>
</tr>
<tr>
<td>Confluence Big Thompson and South Platte River</td>
<td>40.349983, -104.784966</td>
<td>DWR</td>
<td>BIGLASCO</td>
</tr>
<tr>
<td>Confluence St Vrain and South Platte River</td>
<td>CR 19.5 and St Vrain River</td>
<td>DWR</td>
<td>SVCPLACO</td>
</tr>
<tr>
<td>South Platte River</td>
<td>CR 53 Bridge and South Platte River</td>
<td>DWR</td>
<td>PLAKERCO</td>
</tr>
</tbody>
</table>

**Weld County Project Management Contact**

Weld County Office of Emergency Management will partner with appropriate county agencies, the Colorado Department of Transportation and experts from the National Weather Service and will contract with an experienced vendor who specializes in the installation and operation of ALERT flood warning systems. The Weld Office of Emergency Management will manage the project, to include; contracting, directing timelines and deliverables, process invoices and inspect for approved standards.
Timeline

The timeline for this project is **March 31st 2019**. Weld County received a grant through FEMA which requires the project to be completed by the end of March 2019.

Specifications (all listed equipment are examples and not necessarily required brands, but similar equipment is required)

Packaged Water Level/ Rainfall Station

ALERT2 Packaged Water Level Station
ALERT2 Radio Transceiver (spec. freq.) or comparable equipment
Rain gauge tipping bucket or similar equipment
Lightning Protection

Packaged Repeater
ALERT2 Packaged Repeater and associated equipment to support early warning for rivers

Cloud Based Software
Web access to information pertaining to rain fall gage, river height and warning alerting to County Emergency Management personnel.

The selection process for a contractor will be based in qualifications and experience with installation of stream gage warning equipment familiarity with Weld County and an understanding of current early warning systems. Work experience with the Colorado Division of Water Resource and an understanding of current warning systems in Boulder, Larimer and Adams Counties. Proposals should include three references and examples of related projects. Utilizing best practices and national standards for monitoring and warning.

Once a contractor is selected, the contractor shall provide a task completion schedule and indicate the percentage of payment as tasks are completed that shall be made with a 5% retention until completion.
* The successful vendor is required to sign a separate contract (a sample contract is included as a separate attachment.)

**PRICING:**

**TOTAL $:** _________________

**ESTIMATED COMPLETION DATE:** _________________

**DOES YOUR BID MEET OUR SPECS?**  YES____ OR NO ____ (PLEASE SPECIFY)

The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1800162.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

**FIRM ___________________________________________ BY ___________________________________________
(Please print)

**BUSINESS ADDRESS ___________________________________________ DATE _________________

**CITY, STATE, ZIP CODE ___________________________________________**

**TELEPHONE NO ___________________ FAX _________________ TAX ID # __________________________

**SIGNATURE ________________________________ E-MAIL ___________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 AT TIME OF BID OPENING** (If not already on file)

**WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 8.**