BID REQUEST NO. B1900073

WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS
AND
SPECIFICATIONS
FOR
DUST PALLIATIVE SUPPLY

Renewable for 2020 and 2021

March 2019

Weld County Public Works
Gravel Road Management Division
1111 H Street
P.O. Box 758
Greeley, Colorado 80632
970-356-4000, Ext. 3721
The following checked forms and provisions take precedence over plan drawings and supplement the 2017 edition of the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction” (Standard Specifications) which is to be used to administer the construction of this project.

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

DATE:  March 20, 2019  
BID NUMBER:  #B1900073
DESCRIPTION:  Dust Palliative Supply
DEPARTMENT:  Gravel Road Mgmt. Division, Public Works
BID OPENING DATE:  APRIL 8, 2019

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:

**Dust Palliative Supply**

The project, in general consists of delivering of 1,560,000 gallons Liquid Dust Palliatives to bulk tanks at our Greeley facility and providing (3) 20,000 gallon bulk storage tanks located in Kersey and New Raymer for use in providing dust mitigation on gravel roads within Weld County. See Page 13 for Terms and Conditions.

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: [MONDAY, APRIL 8TH, 2019 @ 10:00 AM] (Weld County Purchasing Time Clock).

PAGES 1 – 11 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-11 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 11.

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 [https://www.weldgov.com/departments/purchasing](https://www.weldgov.com/departments/purchasing) located under “Current Requests”. And, on the Bidnet Direct website at [www.bidnetdirect.com](http://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/Purchasing Director, satisfactory evidence of the authority of the officer signing on 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 initiated 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/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/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 Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.

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 produce one of the forms 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. **Trade Secrets and other Confidential Information:** Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the 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. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

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. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance.

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 County Board of County Commissioners, as required pursuant to the Weld County Code.

X. Taxes: 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
General Requirements: Successful bidders 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. Successful bidders 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/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 Successful bidder. Successful bidder shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder 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 coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Successful bidder from liabilities that might arise out of the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder 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 successful bidder 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 successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all materials and services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.
INDEMNITY: The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, 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 successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder 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 successful bidder 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 successful bidder 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 successful bidder 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 successful bidder 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 successful bidder 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 successful bidder’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 successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such successful bidder or subcontractor executes the appropriate sole proprietor waiver form.

Commercial General Liability Insurance for bodily injury, property damage, and liability assumed under an insured contract, and defense costs, with the minimum limits must be as follows:
$1,000,000 each occurrence;
$2,000,000 general aggregate;
$2,000,000 products and completed operations aggregate;
$1,000,000 Personal Advertising injury

Automobile Liability: Successful bidder 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.

Successful bidders 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 Request for Bid. Proof of Insurance: County reserves the right to require the successful bidder 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, Successful bidder’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Successful bidder’s insurer shall waive subrogation rights against County.
Subcontractors: All subcontractors, independent contractors, 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 coverages required of Successful bidder. Successful bidder shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder agrees to provide proof of insurance for all such subcontractors, independent contractors, 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 SCOPE OF WORK:

Purpose:
Weld County is soliciting bids for the delivery of liquid dust palliatives, into bulk storage tanks for the counties Dust Mitigation Program, treating gravel roads throughout Weld County.

GENERAL CONDITIONS AND SCOPE:

1. Weld County will not supply any material for this project.

2. The liquid dust palliatives, commonly referred to as a 70/30 blend (70% mag chloride, 30% lignin sulfate or equivalent of complex sugars which have a dark natural color, lignin sulfate is preferred), or equal and/or equivalent to the 70/30 blend. All Chemicals bid other than the 70/30 blend will need to have been reliably demonstrated and show to meet Weld Counties requirements.

3. Vendor will deliver to the bulk 20,000 gallon storage tank located at 1111 H street in Greeley, Colorado and the vendor shall provide three additional 20,000 gallon portable storage tanks to be located at the Weld County Kersey Satellite Facility located at 23636 CR 54, Kersey, Colorado and the other at the Weld County New Raymer Satellite Facility located at 500 CR 129, New Raymer Colorado and include pricing with the product being picked up at the vendors production facility depending on the plant location to be efficiently and economical benefit to be picked up by Weld County.

4. The contractor shall provide the ability to pump liquids at a rate of at least 250 gallons per minute (GPM) from a truck into the storage tank and from the storage tank to a truck.

5. The storage tank shall be delivered and made ready for use by the contractor within 20 days of notice to proceed. The contractor shall be responsible for the removal of the tank at the end of the contract.

6. The county will provide an accessible and reasonably level area for the setting of the tank.

7. Contractor will follow all rules and regulation stipulated for any permit(s) pertaining to the vendor’s site.

8. Project time will be from March 2019 through February 2020.

9. Weld County will select the bidder based on the lowest cost to the County.

10. The successful bidder shall provide a Supply Bond to the County as arranged by the parties.

11. The successful bidder shall provide a certificate of insurance to the County as arranged by the parties.

12. Certified liquid meters are required.

13. Payment shall be made according to the bid prices per gallon times the gallons of material supplied as determined by the metered gallons delivered. Tickets must be a printed metered gallon ticket, or a printed scale generated ticket by weight having the gross weight, tare weight and net (Tons) listed. The tickets must also List: Ticket Number, Date, Time, Truck Number, Driver (optional), Delivery Location and Product. Deliveries will be accompanied by a Uniform Straight Bill of Lading (No handwritten tickets will be excepted) and will be left with a Weld County employee or in a provided receptacle.

14. Rental payment for storage tanks will be submitted per month and the quote for monthly storage tank rental shall be included with the bid.

15. Weld County Public Works personnel normally work Monday through Friday. Occasionally, due to circumstance beyond our control, work may extend to Saturday and/or Sunday. The successful bidder is required to accommodate these situations as necessary for the unit price shown in the bid.
16. The contractor shall make deliveries on an “as needed” basis to keep an adequate supply of dust palliative in the storage tanks. County personnel will help monitor dust palliative storage tank levels and advise the contractor via either phone or Email the approximate quantity needed to complete the daily work schedule.

17. Weld County reserves the right to terminate this contract at any time if, in the opinion of the Public Works Director, the successful contractor(s) are not performing according to provisions outlined in this contract or according to Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

18. Weld County reserves the right to utilize county personnel and equipment to load materials at the contractors facility at any time if, in the opinion of the Public Works Director, the successful contractor(s) are not diligently attempting to load materials to efficiently supply county operations.

The specification for material supply shall be in accordance with the Colorado Department of Transportation, Standard Specification for Road and Bridge Construction 2017, unless otherwise stipulated in this document. References to the division shall mean Weld County and all documentation required will be handled through the Weld County Public Work Department.

**Schedule:**
Bids due to Purchasing” APRIL 8., 2019
Bids accepted by BOCC: APRIL 24, 2019

**Weld County Contacts:**
Question related to the project and procedures should be directed to:

**Joshua J. Holbrook – Construction Inspection Supervisor**
Weld County Public Works
(970) 400-3734
Jholbrook@weldgov.com

**Curtis Hall – Deputy Director**
Weld County Public Works
(970) 400-3721
chall@weldgov.com

**Mike Livengood – Gravel Road Mgmt. Supervisor**
Weld County Public Works
(970) 400-3757
mlivengood@weldgov.com

**TERMS AND CONDITIONS:**

This one-year contract is renewable for up to (2) additional years. Material cost adjustments will be considered at the end of each calendar year that this contract represents. Any price adjustments must be verified by justification of base bid cost increase of materials, labor or other associated items included in the original cost of the material supply. Cost increase must be consistent with regional trends. Weld County will use the ENR Material Cost Index. The base price per gallon may increase from one year to the next by no more than the increase percentage reflected in the Engineering News Record for the cost index out of Denver as a measure of reasonableness for justified increase. Price adjustments will not be implemented without final approval from Weld County. Weld County reserves the right to cancel this contract and re-bid the dust palliative supply contract if, in the opinion of the Public Works Director, the cost increase is not justified or consistent with regional trends.
PROPOSAL SUBMITTAL REQUIREMENTS:
Please return the following to Weld County Purchasing via the “bid delivery” instructions described on page 4.

- Complete and return bid schedule – page 14.
- Complete and return signature – page 15.
- Complete and return a W-9 – (if not already on file with County).
- Complete and return Anti-Collusion Affidavit – page 18.

2019 BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>ITEM</th>
<th>LOCATION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>PRICE PER UNIT</th>
<th>CONTRACT PRICE</th>
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<tbody>
<tr>
<td>209.08</td>
<td>Liquid Dust Palliatives</td>
<td>Greeley</td>
<td>910,000</td>
<td>Gallons</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kersey</td>
<td>350,000</td>
<td>Gallons</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>New Raymer</td>
<td>300,000</td>
<td>Gallons</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pick Up</td>
<td></td>
<td>Gallons</td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>ITEM #</th>
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<tbody>
<tr>
<td>106.08</td>
<td>20,000 Gallon Bulk Storage Tank</td>
<td>Kersey</td>
<td>2</td>
<td>Per Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>106.08</td>
<td>20,000 Gallon Bulk Storage Tank With</td>
<td>New Raymer</td>
<td>1</td>
<td>Per Month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prices for the liquid dust palliatives shall include all labor and equipment costs necessary to deliver and load material into bulk tanks.

Prices for the bulk tanks shall include delivery and made ready for use within 20 days of notice to proceed by the vendor along with a pumping system to load the material into and out of the tanks at 250 gallons per minute. The vendor shall be responsible for the removal of the tanks at the end of the contract. Weld County will supply a suitable site for the tanks and be responsible for the maintenance and upkeep of the pumps to insure proper operating status. If vendor equips any of the storage tanks with a remote tank monitoring system it will be provided by and maintained by the vendor.
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. #B1900073.
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 the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.
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 ______________________________________________________________________________

BUSINESS ADDRESS __________________________________________________________________________

CITY, STATE, ZIP CODE ______________________________

TELEPHONE NO _______________ FAX ___________________ TAX ID # __________________

PRINTED NAME AND TITLE ________________________________________________________________

SIGNATURE ______________________________________________________________________________

E-MAIL ____________________________________________________________

DATE _________________________________________________________________

**THE SUCCESSFUL BIDDER SHALL PROVIDE A W-9 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 – 11.

ATTEST: Weld County Clerk to the Board

BY: Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS WELD COUNTY, COLORADO

Barbara Kirmeyer, Chair

APPROVED AS TO SUBSTANCE:

Elected Official or Department Head

Director of General Services
NOTICE OF AWARD
Dust Palliative Supply

To:___________________________________
___________________________________
___________________________________

Project Description:

The project, in general consists of delivering up to 1,560,000 gallons of Liquid Dust Palliatives to bulk tanks and providing (3) 20,000 gallon bulk storage tanks for use in providing dust mitigation on gravel roads within Weld County.

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of $______________ or as shown in the Bid Schedule.

You are required by the Instructions to Bidders to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ______ day of __________________, 2019.

Weld County, Colorado, Owner

By __________________________________
Curtis Hall, Deputy Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

________________________________ (Contractor)

Dated this ______ day of _________________________, 2019.

By:_______________________________________

Title:_______________________________________
SUPPLY CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That, _____________________ as Principal, (hereinafter called the Supplier),

(here insert full name and address or legal title of Supplier)

and______________________________ as Surety, (hereinafter called Surety),

(here insert full name and address or legal title of Surety)

are held and firmly bound unto Weld County as Oblige, (hereinafter called the Buyer), in the just and full sum of ____________

(here insert full name and address or legal title of the Buyer)

for the payment of which sum, well and truly to be made, the said Supplier and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Supplier has entered into a certain written contract with the Buyer dated _______20____ to furnish the following briefly described supplies: ________________which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, the said Supplier and Surety shall fully indemnify and reimburse the Buyer for any loss that it may suffer through the failure of the Supplier to furnish said supplies in accordance with the terms of said contract, at the time(s), and in the manner therein specified. This includes any reasonable and additional costs the Buyer must expend in order to fulfill the terms of the contract, such as replacing material at additional cost.

IN WITNESS WHEREOF, the said Supplier and Surety have signed and sealed this instrument this the ___ day of ________________, 20__

________________________________________ (Principal)
(Seal)

________________________________________ (Title)

________________________________________ (Witness)

________________________________________ (Surety)
(Seal)

________________________________________ (Title Attach valid Corporate Power of Attorney Form)

________________________________________ (Witness)
I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.

2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.

2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name
By
Date
Title

2nd contractor's firm or company name, (If joint venture)
By
Date
Title

Sworn to before me this day of, 19

Notary Public

My commission expires

NOTE: This document must be signed in ink.
REVISION OF SECTION 105
CLAIMS FOR CONTRACT ADJUSTMENT

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.22 shall be revised as follows:

The Colorado Department of Transportation will not participate in the resolution process for any claims filed by the Contractor.

Contract claims will follow the appropriate procedures of Subsection 105.17 except that all claim reviews will be handled by Weld County or its duly authorized representative. The following terms of this subsection shall be defined as follows:

Project Engineer shall be Weld County Public Works.

District Engineer shall mean the Weld County Public Works Department or its duly authorized representative.

Chief Engineer shall mean the Weld County Public Works Department or its duly authorized representative.

For this project the Weld County Duly Authorized Representatives are:

Project Manager: Mike Livengood, Gravel Road Mgmt., Supervisor

Project Manager: Curtis Hall, Deputy Director

Project Inspector: Josh Holbrook, Construction Inspection, Supervisor

REVISION OF SECTION 106
SAMPLES, TESTS, CITED SPECIFICATIONS

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Subsection 106.03 shall be revised as follows:

1) All material shall be made available for inspection by Weld County personnel.

2) The Vendor shall submit a Quality Control Plan to Weld County once the contract has been approved.

3) Each load will be sampled by the vendor at point of delivery, in a plastic bottle, witnessed by a county employee. The date, load and bill of lading should accompany the sample.
REVISION OF SECTION 106
CONTROL OF MATERIAL

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though conditionally approved before storage, will be subject to inspection and testing prior to incorporation into the work. Storage of material could be required for the length of the contract.

The contractor shall provide three 20,000 gallon portable storage tanks to be located in the lot of the Weld County Kersey Satellite Facility located at 23636 CR 54, Kersey, Colorado and the other at the Weld County New Raymer satellite Facility located at 500 CR 129, New Raymer Colorado. The contractor shall provide the ability to pump liquids at least 250 gallons per minute (GPM) from a truck into the storage tank and from the storage tank to a truck. The storage tanks shall be delivered and made ready for use by the contractor within 20 days of notice to proceed. The contractor shall be responsible for the removal of the tank at the end of the contract. The county will provide an accessible and reasonably level area for the setting of the tanks. Payment will be made under:

Pay Item        Pay Unit
Storage Tank    Monthly Sum

REVISION OF SECTION 209
WATERING AND DUST PALLIATIVES

Section 209 of the Standard Specifications is hereby revised for this project as follows:

Section 209.01 of the Standard Specifications is hereby deleted for this project and replaced with the following:

DESCRIPTION

This work consists of the delivery of liquid dust palliatives, commonly referred to as an 70/30 blend (70% mag chloride 30% lignin sulfate), into bulk storage tanks. The bulk storage tanks in the amount of 20,000 gallons are located at 1113 H Street, and the Contractor will provide three other 20,000 gallons of storage. The liquid dust palliatives shall be delivered on a daily basis as needed.

Subsection 209.02, 4th paragraph, delete 1st sentence and replace it with the following:

The dust palliative shall consist of a magnesium chloride base agent, water, lignin sulfate, and other enhancing or nondetrimental ions.

In subsection 209.02, delete the chart of Chemical Constituents and replace with the following:

<table>
<thead>
<tr>
<th>Chemical Constituents</th>
<th>Percent by mass (weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnesium Chloride</td>
<td>2-24</td>
</tr>
<tr>
<td>Lignin Sulfate or Equivalent of Complex Sugars</td>
<td>6.5-8.5</td>
</tr>
<tr>
<td>Enhancing or Nondetrimental Ions</td>
<td>0-5</td>
</tr>
<tr>
<td>Water</td>
<td>60-75</td>
</tr>
</tbody>
</table>
GUIDE FOR MATERIALS SAMPLING AND TESTING.

TEST METHODS

1. Percent Concentration of Active Ingredient in the Liquid

Test Method: Atomic Absorption or Inductively Coupled Plasma Spectrophotometry as described in “Standard Methods for the Examination of Water and Waste Water”, APHA-AWWA-WPCF is acceptable. Test Method “A” in Appendix “A” is used to determine percent concentration of Calcium Chloride or Magnesium Chloride by Atomic Absorption. The operator should be aware that the high solids content of the samples can present special considerations when conducting the analysis.

2. Weight per Gallon

Test Method: Specific Gravity by ASTM D 1429 Test Method A - Pycnometer at 20 C +/- 1 C.