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

DATE:  JANUARY 15, 2019
BID NUMBER:  #B1900035
DESCRIPTION:  ENFORCEMENT SERVICES/MOWING & SPRAYING
DEPARTMENT:  PUBLIC WORKS/WEED DIVISION
BID OPENING DATE:  FEBRUARY 27, 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:

ENFORCEMENT SERVICES/MOWING & SPRAYING

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: February 27, 2019 at 10:00 AM (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 https://www.weldgov.com/departments/purchasing 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: b i d s @ w e l d g o v . c o m . 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 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/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 (COR), 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 by 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
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, sub-contractors, 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/OR SCOPE OF WORK AND PROPOSED PRICING:

REQUEST FOR ENFORCEMENT SERVICES MOWING AND/OR SPRAYING

WELD COUNTY COLORADO - COUNTY WIDE PROJECT LOCATIONS

I. Purpose

Weld County is soliciting bids from qualified consultants for contractual services of mowing and/or spraying in Weld County. Two separate bids are included in this contract. These bids are for mowing, and private parcel spraying.

II. Scope of Services

The Weed Division of the Weld County Public Works Department manages the noxious weed control program for Weld County, Colorado. The weed control program was established under the Colorado Weed Management Act, Section 35-5.5-101, et. seq., CRS, and Weld County Code, Chapter 15. Both laws provide the right to enforce weed control measures on negligent landowners if all of the appropriate steps have been followed.

A. General Project Description

The Weed Division will carry out enforcement procedures on landowners failing to comply with legal notice from May through October. Depending on the growth of the noxious weeds targeted, mowing or herbicide treatment will be used to bring the landowner’s infestation into compliance with Weld County Code Chapter 15.

B. Project Requirements

The purpose of this bid is to establish the basic costs of various items such as different classes of mowing and different classes of herbicide treatment so that the County can, on relatively short notice, have noncompliant lands within Weld County brought into compliance by applying one or a combination of the items most appropriate to an individual site and time. The Contractor must be able to respond to a County request for work within 3 working days, unless a longer time frame or future date is defined by Weld County, with all of the labor, equipment, and materials necessary to complete the requested work in a timely manner.

All work shall be completed in accordance with these specifications, accepted horticultural practices, and the project work order. All permits, licenses, fees and traffic control associated with any work under this Contract are the responsibility of the Contractor, unless otherwise noted.

Due to the size of Weld County, the variety of project types and that timeliness is essential in this contract, the Weed Division Supervisor will work with several Contractors.

III. Term of Contract

This Contract is a renewable one-year term.

The County, at its sole option, may offer to extend this Contract for up to two additional one-year terms (for a total of three possible years). The extension option may be exercised providing satisfactory service is given and all terms and conditions of the contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the Public Works Department Weed Division Supervisor and the Contractor. An increase of 5% or less can be approved by the Director of Public Works. Extensions more than 5% must be approved by the Board of County Commissioners or re-opened for a new bidding process.
IV. **Enforcement Specifications**

**A. Areas to Be Treated**

All areas to be treated under this contract shall be within the unincorporated portion of Weld County as established by Section 35-5.5-109, CRS, or within municipality boundaries with written approval from the municipalities governing board.

**B. Class I Herbicide Classification**

Class I is field spraying. The minimum equipment required is a truck or pick-up mounted sprayer with a minimum tank capacity of one hundred (100) gallons. Sprayer must include a boom with nozzles spaced according to manufacturer’s specifications and capable of delivering a minimum of ten (10) gallons per acre with a minimum swath width of fifteen (15) feet.

**C. Class II Herbicide Classification**

Class II is handgun applications. The minimum equipment required is a truck or pick-up mounted sprayer with a minimum tank capacity of two hundred (200) gallons. The handgun attachment must be capable of delivering a minimum of fifty (50) gallons per acre and having a minimum of 100 hundred (100) feet of hose.

**D. Class III Herbicide Classification**

Class III is hand applications. The minimum equipment required is a backpack or hand-held sprayer with a minimum tank capacity of three (3) gallons.

**E. Class IV Herbicide Classification**

Class IV is cut stump treatments. The minimum equipment required is a backpack or hand-held sprayer with a minimum tank capacity of three (3) gallons and chainsaw or other mechanical tools as appropriate.

**F. Class I Mowing Classification**

Class I is tractor weed mowing. The minimum equipment required is a farm tractor with a minimum of fifty (50) horsepower and a five (5) foot rotary mower.

**G. Class II Mowing Classification**

Class II is tractor weed mowing. The minimum equipment required is a farm tractor with a minimum of eighty (80) horsepower and a 15 – 20 foot rotary mower.

**H. Class III Mowing Classification**

Class III is hand weed mowing. The minimum equipment required is hand-held equipment such as string mowers, hand sickles, or high wheeled industrial lawn mowers.

**I. Materials and Equipment**

The Contractor shall supply all materials and equipment including, but not limited to, herbicides, water, sprayers and mowers necessary for completion of the Contract.
V. **Execution of Specifications**

A. **Method of Application**

Method of application shall be determined by the Weed Division Supervisor. This will be based on individual site conditions.

B. **Herbicides Allowed**

1. 2, 4-D Amine    4.0 lb. active ingredient per gallon
2. Dicamba     4.0 lb. active ingredient per gallon
3. Picloram     2.0 lb. active ingredient per gallon
4. Telar      75% D.F.
5. Plateau      2.0 lb. active ingredient per gallon
6. Milestone    2.0 lb. active ingredient per gallon
7. Surfactant  90% non-ionic active ingredient per gallon, or methylated seed oil surfactant depending on the weed species targeted.
8. Habitat     2.0 lb. active ingredient per gallon
9. Garlon 3A    3.0 lb. active ingredient per gallon
10. Garlon 4    4.0 lb. active ingredient per gallon

C. **Rates and Usage**

Herbicide rate and type shall be subject to the approval of the Weed Division Supervisor. Such usage must conform to the environment conditions of the site, to the landowner’s request, and shall conform to label restrictions. The contractor must follow all safety, application and precautionary statements on the label.

D. **Product Substitutions**

The Weed Division Supervisor shall evaluate all requests for product substitutions. All such requests must be in writing and must include a detailed description of the benefits and any alterations of price. No product substitutions shall be made without the prior written approval of the Weed Division Supervisor.

E. **Required Control**

All herbicide applications must be of the correct type, rate and timing to guarantee control of weed top growth for a period of 90 days following application. Translocating herbicides will be used to insure some root control and reduction of existing weed stands.

F. **Safety Clothing and Equipment for Applicators**

Spray applicators shall wear appropriate clothing and safety equipment as recommended on the label. If applicators are not properly clothed or protected, the Weed Division Supervisor or staff may stop the spray operations until minimum safety requirements are met.

G. **Equipment Inspection**

The County may inspect all pesticide application equipment, and/or the chemical tank mix of the Contractor at any time during the project period. All equipment shall be cleaned on the site, prior to leaving to decrease the potential for spreading noxious weeds. The County shall be under no duty to inspect every time.

H. **Mowing**

All weeds shall be cut to a height of not more than six inches. All seed heads and stems must be completely severed from the basal portion of the plant. Areas mown must be uniformly cut with no skips or weeds left standing. All patches of noxious weeds will be mowed. Only areas infested with the noxious weed will be mowed as discussed during the on-site meeting.
I. Herbicide and Mowing Application Record

The Contractor for both herbicide applications and mowing shall complete a record of application for each job assigned or more often as environmental and/or site conditions warrant, on forms supplied by Weld County. Application record forms shall be completed in full and delivered to the Weed Division Supervisor within one (1) week after completion of the job. A site description detailing the location of the actual work performed shall be included.

J. On-Site Meeting

A meeting between the Contractor and the Weed Division Supervisor or their staff shall be required for each parcel to be treated through herbicide or mowing operations. Said meeting will be held at the job site with the intention that the contractor will be able to start the job that day, if possible. The following information will be discussed at the job site:
- Expected starting date
- Expected completion date

Property boundaries and estimated acreage as determined by an aerial map from Acrview and/or GPS mapping
- Extent of work to be done
- Herbicides to be used (if applicable)
- Application equipment
- Any potential problems with site or treatment
- Application records and maps will be given to the Contractor at this time
- Property owner

K. Set-Up Charge

The County shall pay the Contractor a one-time set-up fee for each separate landowner. The set-up fee includes but is not limited to, Contractor’s time and travel expenses to and from the on-site meeting and any additional meetings necessary for the site. Set-up charge shall be a flat fee applicable to any and all parcel sites.

L. Project Start Date

If the Contractor returns to a property later than five (5) days after the initial meeting with the Weed Division Supervisor or their staff and finds the weed control work already completed by the landowner, the Contractor shall not be eligible for the set-up charge.

If the Contractor does not return to a property to carry out weed control measures, after the Contractor accepts the job, the Contractor shall not be eligible for the set-up charge.

Spraying the roadsides shall begin no later than seven (7) days after initial contact.

M. Confronting the Landowner on Site

If the Contractor is confronted and asked to leave the property by the landowner or his agent, the Contractor shall do so immediately, without performing further treatment. The Contractor shall be paid for work completed at the time of leaving. If no work was performed before the Contractor was removed, only the set-up charge will be paid. The Contractor shall notify the Weed Division Supervisor within twelve (12) hours of landowner interference in treating the property. Failure to notify the Weed Division Supervisor within said time limit will result in non-payment of all charges.

N. Down Time and Unforeseen Circumstances

For the purposes of this contract, the term “down time” shall be defined as any project time spent in non-productive activities such as, but not limited to: time spent gaining access; time required to secure Weed Division or Sheriff’s office assistance for access; Landowner interference; Extreme operating conditions, such as trash
removal or unseen field conditions. There shall be no "down time" for Class IV roadside noxious weed control applications.

Down time shall NOT include: equipment difficulties; equipment breakdown; employee negligence or illness.

Payment for any activity billed to the County as "down time" shall be contingent upon the approval of the Weed Division Supervisor, and shall not total more than two hours per parcel.

VI. Work Order Request and Payment

A. Notice to Proceed - The Weed Division Supervisor shall call the Contractor and discuss the work to be performed. The Contractor shall have the right to refuse any job. Refusing more than fifty percent (50%) of assigned jobs will result in the termination of this Agreement.

B. Contractor's Cost Estimate - The Weed Division Supervisor will develop a written work order based on bid prices. At the On-Site Meeting the work order will be reviewed, the start date and an estimate of time required to complete the work will be filled in.

C. Work Order - Upon receipt of and agreement with the Contractor's cost estimate and time to complete, the Weed Division Supervisor shall provide the Contractor with a signed Work Order (see Exhibit A). The Contractor shall begin and complete the work as agreed to in the estimate. A signed/accepted cost estimate will be the Notice to Proceed with the onsite meeting.

D. Performance of the Work - All work is to be performed by qualified personnel thoroughly familiar with proper and accepted methods for herbicide applications and/or mowing operations. All work is to be performed under the direct supervision of the Contractor's superintendent, who shall be thoroughly familiar with the provisions of this contract.

E. Job Start and Completion - The Contractor shall telephone the Weed Division Supervisor at (970) 304-6496 EXT. 3770 or at (970) 381-4052, when they reach the job site to start spraying or mowing operations as well as when they have completed the job. Failure to call the County at the start and completion of a job may result in nonpayment.

The following information shall be given: Contractor's name and company; date and time; parcel location or number.

F. Payment for Completed Work - When work has been completed on any project, the Contractor and the Weed Division Supervisor shall inspect the site together and determine the total area of the work, and whether or not the work is complete and has been done in accordance with the work order. If mutual agreement cannot be reached on these issues, the determinations made by the Weed Division Supervisor shall be final. Deficiencies in the work, if any, shall be noted and a checklist of these deficiencies given to the Contractor by the Weed Division Supervisor. The Contractor shall immediately correct any deficiencies listed on the checklist.

G. Billing – All work completed by the Contractor shall be billed to the County within 7 days after completion. The billing will also be complete for all parcels owned by an individual or company.

VII. Warranty

The Contractor shall warrant all herbicide treated areas against defective materials and/or workmanship for ninety (90) days from the date of Conditional Acceptance. The Contractor shall retreat (in accordance with the provisions in the original project work order) any areas that noxious weeds are able to flower again during the warranty period, at no additional cost to the County.
VIII. **Insurance Requirements**

Prior to awarding of contract, Contractor shall forward Certificates of Insurance to Weld County, c/o Purchasing, P.O. Box 758, Greeley, Colorado 80632. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Weld County at the above address.

I. **Workers' Compensation and Employers' Liability**

A. State of Colorado: Statutory  
B. Applicable Federal: Statutory  
C. Employer's Liability:  
   a. $100,000 Each Accident  
   b. $500,000 Disease-Policy Limit  
   c. $100,000 Disease-Each Employee  
D. Waiver of Subrogation

II. **Commercial General Liability on an Occurrence Form** including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

A. Bodily Injury & Property Damage General Aggregate Limit $1,000,000  
B. Products & Completed Operations Aggregate Limit $1,000,000  
C. Personal & Advertising Injury Limit $500,000  
D. Each Occurrence Limit $500,000

Other General Liability Conditions:
1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
2. Contractor agrees that the insurance afforded the County is primary.

III. **Commercial Automobile Liability** shall cover all owned, non-owned and hired vehicles with a minimum of $1,000,000 combined single limit bodily injury and property damage.

IV. It is suggested that the Contractor has spray drift and runoff liability insurance.

V. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Weld County and its elected officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as Insurance Service Office (ISO) form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

VI. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.

VII. Certificates of insurance on all policies shall give the County written notice of not less than thirty (30) days prior to cancellation or change in coverage.

VIII. Contractor shall furnish Weld County separate certificates of insurance for all contractors and subcontractors. Such certificate must meet all requirements listed above.

**ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE SUPPLIED AND APPROVED PRIOR TO THE AWARD RECOMMENDATION BY THE COUNTY WEED DIVISION SUPERVISOR.**
Enforcement Services Contract Cost Estimate and Work Order

Herbicide Spraying  Mowing

 Contractor: _____________________________________________________________
Fax #: ________________________________________________________________

Please be advised that Weld County requests a **Written Cost Estimate** on this form, and **Notice to Proceed** on the following project:

**Landowner Name and Address:** __________________________________________

**Property Parcel Number:** __________________ ____ **Legal Description:** ______________________

**Targeted Species:** ______________________________________________________

**Visible evidence of prior treatment:** ______________________________________

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Item Description</th>
<th>Acres</th>
<th>Bid Costs</th>
<th>Current Job # Acres</th>
<th>Current Job Est. Cost</th>
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<tr>
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<td>Class IV Spraying</td>
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<td>8</td>
<td>Herbicide</td>
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<td>9</td>
<td>Herbicide</td>
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<td>10</td>
<td>Surfactant</td>
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<td>11</td>
<td>Down Time</td>
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**Subtotal:**

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<th>Region 1</th>
<th>Region 2</th>
<th>Region 3</th>
<th>Region 4</th>
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</tbody>
</table>

**Set-Up Charge**

**Total Estimated Cost:**

| Contractor’s Signature: ___________________________ | Date: __________ |

**Actual Start Date and Time:** ________________  **Actual End Date and Time:** ________________

| County Weed Division Supervisor: ___________________________ | Date: __________ |

**Herbicides:**

1. ____________________________________________
   **Trade Name:** __________________________
   **EPA Registration #:** __________
   **Application Rate:** __________________

2. ____________________________________________
   **Trade Name:** __________________________
   **EPA Registration #:** __________
   **Application Rate:** __________________

**Temperature:** __________ F  **Wind Direction and Speed:** __________ MPH

**Soil Condition:**  Wet  Dry  **Cloud Cover:** __________________

**BID REQUEST #B1900035**
Exhibit B
**BID ITEMS FOR MOWING CONTRACT**

All spaces must contain a bid price in the units indicated if bidding on the mowing contract.

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Region 1</th>
<th>Region 2</th>
<th>Region 3</th>
<th>Region 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
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<tr>
<td>Class II</td>
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<tr>
<td>Class III</td>
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</tr>
</tbody>
</table>

** All mowing bid prices are on a per acre rate.**

Set-up charge per parcel:

<table>
<thead>
<tr>
<th>Region I</th>
<th>Region II</th>
<th>Region III</th>
<th>Region IV</th>
</tr>
</thead>
</table>

Down-Time Charge: _________________________________ per hour

Respectfully submitted:

Firm or Business Name: ___________________________________________________________

By: __________________________________ Position or Title: ____________________________

Address: _________________________________________________________________________

Date: ______________________________ Phone Number: ________________________________
**BID ITEMS FOR SPRAYING CONTRACT**

All spaces must contain a bid price in the units indicated if bidding on the spraying contract.

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Region 1</th>
<th>Region 2</th>
<th>Region 3</th>
<th>Region 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
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<tr>
<td>Class II</td>
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<td>Class III</td>
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<td></td>
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<tr>
<td>Class IV</td>
<td></td>
<td></td>
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</tbody>
</table>

**Class I bid prices is on a per acre rate.**

**Class II, III and IV bid items are on a per hour rate.**

Set-up charge per parcel:

<table>
<thead>
<tr>
<th>Region</th>
<th>Region I</th>
<th>Region II</th>
<th>Region III</th>
<th>Region IV</th>
</tr>
</thead>
</table>

Down-Time Charge: _________________________________ per hour

<table>
<thead>
<tr>
<th>Herbicides</th>
<th>Dollars</th>
<th>Quart, Pint or Ounce Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2, 4-D Amine</td>
<td></td>
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<tr>
<td>Dicamba</td>
<td></td>
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<tr>
<td>Picloram</td>
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<tr>
<td>Telar</td>
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<td>Milestone</td>
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<td>Plateau</td>
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<td>Habitat</td>
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<tr>
<td>Garlon 3A</td>
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<td>Garlon 4</td>
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<tr>
<td>Non-Ionic Surfactant</td>
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<tr>
<td>Methylated Seed Oil Surfactant</td>
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</tr>
</tbody>
</table>

Respectfully submitted:

Firm or Business Name: ___________________________________________________________

By: __________________________________ Position or Title: ____________________________

Address: _________________________________________________________________________

Date: ______________________________ Phone Number: ________________________________
Experience and References

Please provide a brief description of your experience with spraying or mowing. Include years of work, types of projects worked on and any other pertinent information available. Describe equipment to be used.

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Please provide contact information for at least three (3) business references.

Name: ________________________   Name: ________________________
Address: ______________________   Address: ______________________
Phone: ________________________   Phone: ________________________
Service provided and dates: _______   Service provided and dates: _______
______________________________   ______________________________
______________________________   ______________________________
______________________________   ______________________________

Name: ________________________   Name: ________________________
Address: ______________________   Address: ______________________
Phone: ________________________   Phone: ________________________
Service provided and dates: _______   Service provided and dates: _______
______________________________   ______________________________
______________________________   ______________________________
______________________________   ______________________________

Name: ________________________   Name: ________________________
Address: ______________________   Address: ______________________
Phone: ________________________   Phone: ________________________
Service provided and dates: _______   Service provided and dates: _______
______________________________   ______________________________
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ADDENDA:

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<tr>
<th>Addendum Number</th>
<th>Date of Addendum</th>
<th>Date Received</th>
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</table>
The undersigned certifies that he has examined the specifications and instructions to bidders and has submitted a bid in full compliance and without collusion with any other person, individual or corporation.

PLEASE READ THIS PARAGRAPH AND CHECK THE BOX BELOW

☐ I understand that I must provide proof of insurance if awarded this bid. I also understand that the award may go to the next lowest bidder if I do not provide proof of insurance within the required 10 days after Notice of Award.

Bids will be received up to, but not later than February 27, 2019 at 10:00 AM (WELD COUNTY PURCHASING TIME CLOCK).
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. #B1900035.
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 ______________________________________________________________________________

BUSINESS ADDRESS____________________________________________________________________________

CITY, STATE, ZIP CODE ________________________________________________________________

TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________

PRINTED NAME AND TITLE______________________________________________________________

SIGNATURE __________________________________________________________________________

E-MAIL _______________________________________________________________________________

DATE______________________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

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.

ATTEST:
Weld County Clerk to the Board

BY: ___________________________________ Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

___________________________________________
Barbara Kirkmeyer, Chair

APPROVED AS TO SUBSTANCE:

___________________________________________
Elected Official or Department Head

___________________________________________
Controller/Purchasing Director