INFORMAL BID - QUOTE FORM

Weld County is accepting quotations for the below described Water Right Lease. Please quote the following no later than 10:00 a.m. April 16, 2019

DESCRIPTION OF ITEMS OR SERVICES TO BE PURCHASED:

WATER IRRIGATION RIGHTS FOR LEASE

The Board of County Commissioners for Weld County, Colorado owns two ditch rights and is seeking to lease those rights to interested property owners for (1) season only. The minimum bids for each of the following properties are as follows:

1. 28 Shares of Fulton Ditch Water.
   Minimum Bid: $ 56.00 per share
   Submit Cost per share: $___________________

2. 2 Shares of Lupton Bottom West Lateral Shares.
   Minimum Bid: $ 2,400.00 per share
   Submit Cost per share: $___________________

Ditch shares must be used for irrigation purposes. Depending on the location of the winning bidder’s point of diversion, the ditch company may reduce the amount of water delivered to account for ditch seepage and evaporation. The Winning Bidder is responsible for notifying the ditch company that they will be utilizing Weld County Shares. The Winning Bidder will be responsible for signing a lease with Weld County and must provide evidence that the water is put to beneficial agricultural use. Please contact Clay Kimmi at 970-400-3741 with questions.

PRICING:

Grand Total: $____________________________

DELIVERY DATE: ___________________________
*Please attach any additional pertinent information as needed.

DOES THIS QUOTE MEET OUR SPECIFICATIONS? YES _____ or NO _____?

If no, please explain: ______________________________________________________________________
Your bid may be emailed or faxed to the Purchasing Dept by the bid due date stated above. The email address is: bids@weldgov.com. All questions should be directed to Rose Everett at (970) 400-4222, or Marcia Walters at (970)-400-4223. The fax number is (970) 336-7226.

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes. Weld County is exempt from Colorado sales taxes – the certificate of exemption number is #98-03551-0000. I further certify that the items offered for intended use by Weld County will meet all the specifications it has so indicated in this quote.

**TERMS AND CONDITIONS**

1. Bidder agrees to all terms of this agreement, agrees to comply with all applicable federal, state, and local law, and that the laws of the State of Colorado shall govern this agreement.
2. Upon request Bidder shall submit a certificate of insurance.
3. All items shall be shipped FOB destination, unless otherwise specified. Weld County reserves the right to cancel due to delay. All deliveries must be received before December 31, unless otherwise noted.
4. Bidder shall indemnify, defend, and hold harmless Weld County against all damages and claims arising from defects of the item, or Bidder’s acts or omissions.
5. Weld County reserves the right to inspect the items. Payment shall not constitute acceptance and buyer reserves the right to reject the items upon discovery of a defect.
6. All goods shall remain the property of the seller until delivered to and accepted by Weld County.
7. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Director of General Services for the premature opening of a bid not properly addressed and identified.
8. Bidder shall not assign this agreement.
9. 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.
10. Although certain manufacturer brand names and numbers may be specified, alternates will be considered. Goods other than those specified must not be substituted without consent. The Bidder, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, Bidder must furnish complete and descriptive literature on item(s) bid. Full-line catalogs will be appreciated.
11. Warranty: The successful Bidder shall warrant that:
   a. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended; and
   b. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; free from liens and encumbrances, security interests, and
   c. The goods sold to Weld County, pursuant to this bid, conform to the minimum Weld County specifications as established herein.
   d. The transfer of the goods shall not result in any claim for infringement on any patent, copyright, trademark, franchise or other intellectual property work, all warranties shall run to County’s successors.
12. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted: detailed equipment specifications, warranty, and descriptive literature.
13. 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.
14. The Board of Weld County Commissioners may give preference to resident Weld County Bidders in all cases where the bids are competitive in price and quality.
15. Either party may terminate this agreement with ten (10) days advance notice, or upon material breach.
16. Bidder certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq.
17. Weld County is exempt from federal, state and local taxes, no sales tax or use table tax shall be included in the price of the order.