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

DATE: February 12, 2020
BID NUMBER: B2000092
DESCRIPTION: CONCRETE WASHED ROCK & SQUEEGEE
DEPARTMENT: Public Works
BID OPENING DATE: February 28, 2020

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:

CONCRETE WASHED ROCK & SQUEEGEE

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room #107 Greeley, CO 80631, until: (10:00 AM) on (February 28, 2020) (Weld County Purchasing Time Clock).

2. INVITATION TO BID:

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

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

Bid Delivery to Weld County – 2 methods:

1. Email. Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid.” An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. Mail or Hand Delivery. Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107, Greeley, CO 80631.

Please call Purchasing at 970-400-4222 or 4223 if you have any questions.
3. GENERAL PROVISIONS:

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

B. **Confidential Information:** Confidential information of the bidder should 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. If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will withhold any information which is clearly marked CONFIDENTIAL and submitted separately. 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.

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.

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.

H. **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.

I. **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.

J. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing, signed by both parties.

K. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder.
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.

L. **Warranty:** The successful bidder shall provide a warranty to the County as arranged by the parties.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **Insurance.** Insurance coverage must be maintained as required by law and as specified in the specifications and/or scope of work.
**PURPOSE:**

Weld County seeks to establish a source for the following materials for the 2020 calendar year.

For the purposes of these materials, “NORTHERN COUNTY” shall mean those areas of the county north of US Highway 34 and “SOUTHERN COUNTY” shall mean those areas of Weld County south of US Highway 34.

**SPECIFICATIONS AND PRICING:**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price/Ton</th>
<th>Grand Total</th>
</tr>
</thead>
</table>
| 1000 TONS | **1-1/2” WASHED ROCK FOR NORTHERN COUNTY**  
Weld County will order and pick up all product  
**PLANT LOCATION:** ___________________________ | $ | $ |
| 1000 TONS | **1-1/2” WASHED ROCK FOR SOUTHERN COUNTY**  
Weld County will order and pick up all product  
**PLANT LOCATION:** ___________________________ | $ | $ |
| 1000 TONS | **SQUEEGEE FOR NORTHERN COUNTY**  
Weld County will order and pick up all product  
**PLANT LOCATION:** ___________________________ | $ | $ |
| 1000 TONS | **SQUEEGEE FOR SOUTHERN COUNTY**  
Weld County will order and pick up all product  
**PLANT LOCATION:** ___________________________ | $ | $ |

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price/Yard</th>
<th>Grand Total</th>
</tr>
</thead>
</table>
| 125 YARDS | **EXTERIOR CLASS D WELD COUNTY MIX CONCRETE FOR NORTHERN COUNTY**  
• COMPRESSIVE STRENGTH F’C = 4500 PSI @ 28 DAYS  
ASTM C150 TYPE I-II MINIMUM **615 LBS**  
• WILL BE USED AS AN “ON-CALL BASIS”  
• WILL GIVE VENDOR 24 HRS NOTICE | $ | $ |
| 525 YARDS | **EXTERIOR CLASS D WELD COUNTY MIX CONCRETE FOR SOUTHERN COUNTY**  
• COMPRESSIVE STRENGTH F’C = 4500 PSI @ 28 DAYS  
ASTM C150 TYPE I-II MINIMUM **615 LBS**  
• WILL BE USED AS AN “ON-CALL BASIS”  
• WILL GIVE VENDOR 24 HRS NOTICE | $ | $ |

**PLEASE LIST THE COST FOR THE FOLLOWING FOR EXTERIOR CLASS D CONCRETE:**

Minimum Load Charge $___________ Per _________Yards

Winter Charge $_______________ Hi-Early $___________________
<table>
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<tr>
<th>125 YARDS</th>
<th><strong>PUMPABLE EXTERIOR CLASS D WELD COUNTY MIX CONCRETE</strong> FOR NORTHERN COUNTY</th>
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<tr>
<td></td>
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**PLEASE LIST THE COST FOR THE FOLLOWING FOR PUMPABLE CLASS D CONCRETE:**

- Minimum Load Charge $ ____________ Per ___________ Yards
- Winter Charge $ _______________ HI-Early $ _______________

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<thead>
<tr>
<th>150 YARDS</th>
<th><strong>FLOWFILL (LEAN PIPE ENCASEMENT) CONCRETE MIX</strong> FOR NORTHERN COUNTY</th>
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<td>• ASTM 150 TYPE I-II MINIMUM 329 LBS</td>
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<tr>
<td></td>
<td>• COURSE AGGREGATE ASTM-33 – MINIMUM 1000+ LBS</td>
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<td></td>
<td>• FINE AGGREGATE ASTM-33 – MINIMUM 2000+ LBS</td>
</tr>
<tr>
<td></td>
<td>• AIR ENTRAINING AGENT (SIKA AIR) ASTM-C260 – MINIMUM 1.0 OZ/CU YD</td>
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<td>• WATER – MINIMUM 150+ LBS</td>
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**PLEASE LIST THE COST FOR THE FOLLOWING FOR FLOW FILL:**

- Minimum Load Charge $ ____________ Per ___________ Yards
- Winter Charge $ _______________ HI-Early $ _______________

The undersigned, having become familiar with the specifications for CONCRETE/WASHED ROCK/SQUEEGEE/Public Works Department, hereby proposes to sell and deliver to Weld County as set forth in the above schedule. The chosen vendor will need to provide ‘MSHA Required Hazard Awareness’ training for Weld County personnel.

B2000092  5
WILL YOU ACCEPT PARTIAL BID? _______________ ALL OR NOTHING BID? _______________

DOES THIS BID MEET OUR SPECIFICATIONS? YES ____________ NO ____________

IS VENDOR WILLING TO SELL GOODS ON AN AS NEEDED BASIS FROM THE TIME OF BID OPENING TO MARCH 1, 2021?

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. **B2000092**
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 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 Weld 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 ________________________________ BY ________________________________
(Please print)
BUSINESS ADDRESS ________________________________ DATE ______________________
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. PLEASE RETURN ALL 7 PAGES OF THIS DOCUMENT PER THE BID DELIVERY INSTRUCTIONS ON PAGE 1. A VENDOR SIGNATURE IS NOT REQUIRED FOR THIS PAGE 7.
ATTEST:
Weld County Clerk to the Board

BY: _______________________________________
   Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

__________________________________________
Mike Freeman, Chair

APPROVED AS TO SUBSTANCE:

__________________________________________
Elected Official or Department Head

__________________________________________
Director of General Services