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

DATE:  JANUARY 22, 2019
BID NUMBER: #B1900039
DESCRIPTION:  TRAFFIC PAINT & BEADS
DEPARTMENT:  PUBLIC WORKS
BID OPENING DATE:  FEBRUARY 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:

TRAFFIC PAINT & BEADS

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 8, 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 (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 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, 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

### WATERBORNE TRAFFIC PAINT

#### Quantities

<table>
<thead>
<tr>
<th>Color</th>
<th>Bid Unit</th>
<th>Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yellow</td>
<td>250 gal bulk totes</td>
<td>15,000 Gallons</td>
</tr>
<tr>
<td>White</td>
<td>250 gal bulk totes</td>
<td>15,000 Gallons</td>
</tr>
</tbody>
</table>

#### Delivery Dates

<table>
<thead>
<tr>
<th>Delivery</th>
<th>Dates</th>
<th>Color</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>March 18 – March 22, 2019</td>
<td>Yellow</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>White</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td>2nd</td>
<td>April 15 – April 19, 2019</td>
<td>Yellow</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>White</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td>3rd</td>
<td>May 20 – May 23, 2019</td>
<td>Yellow</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>White</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td>4th</td>
<td>July 8 – July 12, 2019</td>
<td>Yellow</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>White</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td>5th</td>
<td>August 19 – August 23, 2019</td>
<td>Yellow</td>
<td>3,000 Gal.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>White</td>
<td>3,000 Gal.</td>
</tr>
</tbody>
</table>
Special Instructions

Delivery Location       Contact Person
Weld County Public Works       Lee Stephen @ 970-400-3782 or
1111 H Street       970-381-6618, 970-304-6497 (fax) OR
Greeley, CO 80631       Tom Rosales @ 970-400-3780 or
                                       970-590-2984

Quantities of paint delivered at each delivery date will be flexible to allow for full truck loads. Partial truck load deliveries not required. Contact Lee Stephen for acceptance.

48 hours notice required prior to delivery. Delivery times need to be between 7:00 a.m. to 3:00 p.m., Monday thru Friday. Materials are to be delivered on carrier that will prevent freezing and can be off-loaded from the side with a forklift. Van deliveries will be accepted providing driver will dolly to rear of trailer.

FAST DRYING WHITE ACRYLIC WATERBORNE TRAFFIC PAINT

1.0 SCOPE:

This specification describes a 100% acrylic type, low VOC, fast drying, white, waterborne traffic paint that can be used on bituminous and Portland cement concrete pavements.

2.0 GENERAL:

2.1 The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.

2.2 The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporated the pigments in order to conform to the requirements as specified.

2.3 The paint shall not liver, thicken, curdle, gel, settle excessively, or otherwise show any objectionable properties after periods of storage of at least six months; and at any time during such periods, shall be readily remixed manually to smooth, uniform, consistency throughout.

2.4 The paint shall dry on the road surface to a strongly adherent film that will not turn dark in sunlight or show appreciable discoloration with age. It shall be easily and uniformly applicable with mechanical line marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather and wear resistant traffic line.

3.0 CLASSIFICATION:

3.1 The ready mixed 100% acrylic emulsion type paint covered in this specification shall be furnished as specified in the invitation for bids, contracts, or order.
4.0 **APPLICATION:**

4.1 This paint must be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on or pressurized methods. The reflective spheres shall be evenly dispersed to a wet film thickness of 15 ± 1 mils (110-115 square feet per gallons) at an equivalent rate of six (6) pounds per gallon.

5.0 **COMPOSITION:**

5.1 The composition of the paint shall comply with the following:

5.1.1 The binder shall be 100% acrylic, Rohm & Haas E-2706 or approved equal,

5.1.2 Titanium Dioxide 1 lb./gal. min.

5.1.3 Pigment 53-62% by weight

5.1.4 Total solids 79% max. by weight 58-62% by volume

5.1.5 Total non-volatile vehicle shall be 42% min. by weight

5.1.6 Lead 0.06% max.

5.1.7 VOC 150 max.

5.1.8 The pH of the paint shall be 9.3 min.

5.1.9 The paint shall have a closed cup flash point of 115○ F. min.

6.0 **DETAILED REQUIREMENTS:**

6.1 Weight per gallon: the weight per gallon shall be no more than 14.1 ± 0.3 pounds per gallon.

6.2 Viscosity: the viscosity shall be 85-95 Krebs Units.

6.3 Grind: the fineness of grind shall be 3-4 Hegman.

6.4 Drying time: the paint shall dry-to-no-pick-up not more than four (4) minutes longer than a control paint of known satisfactory performance run at or near the same time at 77○ F. and 65○ relative humidity when tested according to ASTM D711 and drawn down to a wet film thickness of 12 mils.

6.5 Track-Free Time. When applied under the following conditions, the line shall show not visual tracking after 90 seconds when viewed from 50 feet after driving a passenger vehicle over the line at a speed of 25-35 mph.

- Fifteen mils wet film thickness
- Six pounds of glass beads per gallon of paint
- Paint temperature at nozzle between 110-160○ F.
- Pavement temperature of 50○ to 120○ F, Pavement dry
- Relative humidity of 85% or less
6.6 **Condition in the container:** the respective types of paint shall not show excessive settling, gelling or curdling and shall be easily redispersed with a hand paddle to a smooth, homogeneous state after storage for periods up to six months from the date of packaging. The pigment shall be readily dispersed and viscosity of the paint shall not have changed more than 5 KU from that of the freshly delivered paint.

6.7 **Spraying properties:** the paint as received shall have satisfactory spraying and hiding properties when applied by either airless or air-assisted type traffic striper to a metal plate at a wet film thickness of 15 mils.

6.8 **Color:** the paint shall be white and match Federal Test Standard 595a No. 37886. It shall not discolor in sunlight and shall maintain its light fastness throughout the life of the paint (approximately two years). Color determination shall be made without beads at least 24 hours after application.

6.9 **The reflectance shall not be less than 88% relative to magnesium oxide when tested according to ASTM E1347.**

6.10 **Dry opacity:** the paint shall have a minimum contrast ratio of .98 when applied at a wet film thickness of 5 mils when tested according to ASTM D2244.

6.11 **Bleeding:** the paint shall show no perceptible bleeding when painted over a bituminous surface as specified in ASTM D969.

6.12 **Freeze-Thaw Stability:** the paint shall show no coagulation or change in consistence after a minimum of five (5) cycles when tested in accordance with TT-P-1952D.

6.13 **Heat Stability:** the paint shall show no coagulation, discoloration or change in consistency greater than ten (10) Kreb Units when tested in accordance with TT-P-1952D.

6.14 **Flexibility and Adhesion:** apply 15 mil wet film thickness to 3" by 5" tin panel. Dry at 77°F for 24 hours followed by two hours at 122°F. When bent over a 2" mandrel, the paint shall adhere firmly without evidence of cracking or flaking.

6.15 **Scrub Resistance:** the paint shall pass a minimum of 1000 cycles minimum when tested in accordance with ASTM D2486.

6.16 **Dry-Through (early washout):** a 12-15 mil wet film of the candidate paint placed immediately in a humidity chamber maintained at 72.5°F ± 2.5°F and 90% ± 3 relative humidity shall have a dry-through: time less than, equal to, or up to 15 minutes longer than the specifier’s laboratory reference paint film when run at or close to the same time and tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact between the thumb and film.

7.0 **PACKAGING:**

7.1 **Returnable bulk containers:** bulk containers capable of holding 250 gallons of Waterborne paint.

7.2 **The vendor shall furnish, at no cost to Weld County, returnable containers meeting the following requirements.**

   **Vendor shall arrange pick up of empty containers at no cost to Weld County.**

7.3 **The containers shall be new or reconditioned, pressure tested containers, and shall conform to federal DOT specification 57 from CFR 49, Par. 178,251, and all other appropriate rules and regulations.**
7.4 All containers shall:

7.4.1 Be capable of holding approximately 250 U.S. gallons.

7.4.2 Have 46" nominal outside diameter.

7.4.3 Have forklift skids at least two-way accessible on opposite sides (but on the side of the outlet valve, if two-way) with outside dimensions not to exceed 48".

7.4.4 Have at least two-way lifting lugs that provide stable and safe lifting.

7.4.5 Have covers and valves that can easily be resealed after partial use of contents.

7.4.6 Have a minimum 6" opening on top for viewing paint; must also have one 2 inch threaded vent (provided by vendor). No bladder will be required.

7.4.7 Have a two-inch ball valve fitted with a two-inch male quick-disconnect and a two-inch cap at the bottom of the container.

7.4.8 Have a security feature that shall protect the outlet valve from being opened by accident. All openings at the outlet ends shall also be protected from damage by force from heavy objects such as hammers, rocks, etc.

7.4.9 Be equipped with fittings, piping, ball, valves, etc., compatible with Waterborne Paint.

7.5 Each container shall be clearly labeled with the following:

7.5.1 Specification/formula number

7.5.2 Color

7.5.3 Name of manufacturer

7.5.4 Date of manufacture of the paint, month, day and year

7.5.5 Batch number

7.5.6 Gross weight

7.5.7 Tare weight of empty container

7.5.8 Location of manufacture

7.6 Bidders will be required to submit a photo of the tote with their bid, showing that the tote meets Weld County specifications listed above. Only one vent (provided by vendor) is required on the tote. (SEE 7.4.6).

8.0 SAMPLING AND INSPECTION:

8.1 The paint manufacturer shall submit with their bid, a batch formula in weight proportions and total gallonage per batch. The formula shall be in generic terms rather than trade names. After the paint has been manufactured, a certified batch analysis shall accompany each delivery. Upon request by Weld County, vendor is to provide paint samples accompanied by a certified batch analysis. Paint samples do not need to be sent unless requested by Weld County.
1.0 SCOPE:

This specification shall conform to the requirements of the fast drying white 100% acrylic waterborne traffic paint except for the following:

1.1 The color shall be yellow and match Color Chip #33538 of Federal Color Standard #595A, within + or - 5% x,y coordinates for central color, FHWA Color Chart, PR-1

1.2 The daylight reflectance of 45-0.....50% min.

2.0 COMPOSITION:

2.1 The composition of the paint shall comply with the following:

2.1.1 Contain 0.2 lb./gallon of rutile titanium dioxide,

2.1.2 Contain organic Yellow No. 75 or No. 65, 0.3#/gal. minimum

2.1.3 Pigment 60%-62% by weight

2.1.4 Total solids 76% max. by weight

2.1.5 Total non-volatile vehicle shall be 41% min. by weight

2.1.6 Lead 0.06% max.

2.1.7 Volatile Organic Compounds 150 max.

2.2 The binder shall be 100% acrylic as determined by infrared spectral analysis.

2.3 The pH of the paint shall be 9.3 minimum.

2.4 Weight/gallon shall be no more than 13.5 0.3 pounds per gallon.

2.5 The paint shall have a closed cup flash point of 115○ min.

SPHERICAL GLASS BEADS - SPECIAL INSTRUCTIONS

Material Specifications

Spherical glass beads are to be Type I, Standard Gradation, non-flotation, ASSHTO Designation, M247-81. Quantity needed is 224,000 lbs.

Delivery Address

Weld County Public Works
1111 H Street
Greeley, CO 80631

CONTACT PERSON IS LEE STEPHEN at 970-400-3782 or 970-381-6618. The fax number is 970-304-6497. ALTERNATE CONTACT IS TOM ROSALES at 970-400-3780 or 970-590-2984.
Delivery Instructions

48 Hours notice needed prior to delivery. Delivery times will be between the hours of 7:00 a.m. and 3:00 p.m., Monday thru Friday.

Quantities of beads delivered at each delivery date will be flexible to allow for full truck loads. Partial truck load deliveries not required. Contact Lee Stephen for acceptance.

**Delivery #1** - Shall be made on or before March 29, 2019 in the amount of: 45 - 2000 lb. totes 90,000 lbs

**Delivery #2** - Shall be made on or before June 21, 2019 in the amount of: 67 - 2000 lb. totes 134,000 lbs

Material is to be delivered on a carrier that can be off-loaded from the side with a forklift. Van deliveries will be accepted providing driver will dolly to rear of trailer.

PRICING

<table>
<thead>
<tr>
<th>TRAFFIC PAINT (250 GAL TOTE)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNIT PRICE</strong></td>
</tr>
<tr>
<td>15,000 gallons yellow traffic paint</td>
</tr>
<tr>
<td>15,000 gallons white traffic paint</td>
</tr>
</tbody>
</table>

**PRICING MUST INCLUDE DELIVERY TO GREELEY SHOP AT 1111 H STREET, GREELEY, CO**

Amount of paint (both yellow and white) ordered may be increased by up to 30% at the option of the Weld County Public Works Department. The vendor awarded the bid will provide MSDS for each product at delivery.

<table>
<thead>
<tr>
<th>GLASS BEADS (2,000 LB BULK CONTAINER)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNIT PRICE</strong></td>
</tr>
<tr>
<td>224,000 lbs (2,000 lb bulk containers) reflective glass beads</td>
</tr>
</tbody>
</table>

**PRICING MUST INCLUDE DELIVERY TO GREELEY SHOP AT 1111 H STREET, GREELEY, CO**

Amount of glass beads ordered may be increased by up to 20% at the option of the Weld County Public Works Department. The vendor awarded the bid will provide MSDS for each product at delivery.
I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes. I further certify that the products offered for intended use by Weld County will meet all specifications it has so indicated on this bid form.

DOES YOUR BID MEET SPECIFICATIONS? YES ____ NO ___

ALL OR NOTHING BID? _____ PARTIAL BID? ______

IS VENDOR WILLING TO SELL GOODS ON AN AS NEEDED BASIS FROM THE TIME OF BID OPENING TO MARCH 1, 2020? YES _____ NO ______

48-HOUR NOTICE is needed for delivery on all of the above items. Please contact Lee Stephen at 970-400-3782 or 970-381-6618. The alternate contact is Tom Rosales at 970-400-3780 or at 970-590-2984 to set up delivery time and date.

Bids will be received up to, but not later than February 8, 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. #B1900039.
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