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

DATE: FEBRUARY 01, 2019
BID NUMBER: B1900055
DESCRIPTION: CATTLE GUARDS
DEPARTMENT: PUBLIC WORKS
BID OPENING DATE: FEBRUARY 19, 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:

CATTLE GUARDS

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administration Building, 1150 O Street, Room #107, Greeley, CO 80631, until: **(10:00 AM) on (FEBRUARY 19, 2019) (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. **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.

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. 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.

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.

NOTICE TO BIDDERS

Weld County is requesting bids for the purchase of the following:

- **Quote price for One (1) Complete 24 Foot Cattle Guard Unit which consists of two (2) 12' x 7'9" panels and six (6) concrete foundations. Cattle guards will be ordered as needed in 2019 with no specific delivery date. Delivery location is the Briggsdale Grader Station, 43950 State Highway 14, Briggsdale, CO 80611.**
- **Quote price for One (1) Complete 16 Foot Cattle Guard Unit which consists of one (1) 16' x 7'9" panel and four (4) concrete foundations. Cattle guards will be ordered as needed in 2019 with no specific delivery date. Delivery location is the Briggsdale Grader Station, 43950 State Highway 14, Briggsdale, CO 80611.** See attached drawings: Drawing A shows the Plan View and Crossbar Detail. Page AA provides General Specifications. Connections are illustrated in Drawing B. Drawing C shows detail of the stringer spacing. Drawing D shows 8' x 12' load rating H-20 Portable Cattleguard Construction Details. Drawing E illustrates Gate Support and Connections. Drawing F shows Concrete Foundation Construction Details**.**
- **Five, 12 Ft lengths of top crossbar** for repair work. This item will be ordered when needed. This is an estimate only. Addition quantities of this item may be needed (will be ordered by December 31).
- **Six, 3-1/2" X 1' pipe sleeves for repair work.** This item will be ordered when needed. This is an estimate only. Additional quantities of this item may be needed (will be ordered by December 31).

GENERAL NOTES:

Cattle guard Super Structure: all concrete reinforcing bars are to be continuous. No splicing or lapping is allowed.

All anchor bolts, nuts, washers, and clips are to be galvanized in conformance with AASHTO M111 and are to be provided upon order delivery. End section channel iron and gate supports and connections to be provided upon order delivery. The cost for all these items should be included in the complete cattle guard cost. All structural steel shall be fabricated and painted with two part epoxy paint, color green.

Materials shall meet the State Department of Highways, Division of Highways, State of Colorado, Standard Specifications for Road and Bridge Construction, 2012 of the following sections:

SEC 509.03 Structural Carbon Steel (ASTM A36)

SEC 601.02 Concrete (State Class B)

SEC 709.01 Reinforcing Steel (Grade 40)

Any questions regarding this bid should be addressed to: Duane Naibauer at 970-400-3786 or Bryan Garcia at 970-400-3784.

PRICING:

- **COMPLETE 24 FOOT CATTLE GUARD** (per attached Specifications)

(Price to include two (2) 12' x 7'9" Panels and six (6) Concrete Foundations)

(Cattle guards will be ordered as needed in 2019 with no specific delivery date).

PRICE EACH **$_____**

- **COMPLETE 16 FOOT CATTLE GUARD** (per attached Specifications)

(Price to include one (1) 16' x 7'9" Panel and four (4) Concrete Foundations)

(Cattle guards will be ordered as needed in 2019 with no specific delivery date).

PRICE EACH **$_____**

MAY ADDITIONAL COMPLETE CATTLE GUARDS BE PURCHASED AT THE SAME PRICE? YES_____ NO _____

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- **FIVE – 12 FT LENGTHS OF TOP CROSSBAR (will place order when needed)**

PRICE EACH FOR 12 FT LENGTH **$_____**

****

- **SIX – 3-1/2" X 1' PIPE SLEEVES FOR REPAIR WORK (will place order when needed)**

PRICE EACH **$_____**

DOES YOUR BID MEET OUR SPECIFICATIONS? YES_____NO_____

**** DRAWINGS ARE ATTACHED ****

Bid Submittal Requirements:

Please provide pages 5 and 6 with your bid!

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. #B1900055.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM _____

BUSINESS
ADDRESS_____

CITY, STATE, ZIP CODE _____

TELEPHONE NO _____ FAX _____ TAX ID # _____

PRINTED NAME AND TITLE_____

SIGNATURE _____

E-MAIL _____ DATE _____

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 – 3.

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