

**INVITATION TO BID**

**PARKS AND OPEN SPACE DEPARTMENT  
MAINTENANCE, REPAIR, AND CONSTRUCTION  
RENTAL EQUIPMENT**

**BID # 6839-18**



**SUBMITTAL DUE DATE:  
WEDNESDAY, APRIL 18, 2018  
2:00 P.M.**

**BOULDER COUNTY PURCHASING**

**1325 PEARL STREET  
BOULDER CO 80302**

[Purchasing@bouldercounty.org](mailto:Purchasing@bouldercounty.org)

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**SPECIFICATIONS:**

The Boulder County Parks and Open Space Department is accepting bids from qualified vendors for pricing on rental equipment for use in maintenance, repair, construction, agricultural and operations projects during 2018.

Vendors are instructed to submit daily, weekly, and monthly rental rates for all types and sizes of equipment they can supply. Vendor's standard published line card is acceptable as a bid document. Vendors should also include information on available discounted rates or government pricing, and delivery/pickup or transport fees. Vendors are required to include a copy of the Terms and Conditions for Rental Reservations with their submittal.

Boulder County reserves the right to negotiate rental rates on individual pieces of equipment based upon availability, season, hours of usage and/or other factors that may apply. Boulder County will reject rental equipment that is judged to be in poor condition or have limited operability.

Additionally, vendors should submit their company insurance requirements and whether the option exists to purchase insurance coverage.

Boulder County reserves the right to retain more than one vendor for rental services and additionally acknowledges that the preferred vendor contact list does not constitute a guarantee that vendor will receive any Projects or Work.

Bidders are advised that Boulder County will require all selected Vendors to sign an Addendum to the Rental Reservation form (see Attachment A)

This Invitation to Bid and the Addendum is valid for one (1) year from selection date.

**W-9 REQUIREMENT:**

Provide a copy of your business's W-9 with your proposal.

**ATTACHMENTS**

The following documents are part of this BID:

1. Attachment A: Sample Addendum

**SUBMITTAL INSTRUCTIONS:**

Submittals are due at the Administrative Services Information Desk (**please note new address below**) or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on Wednesday, April 18, 2018.**

**Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**            [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **BID # 6839-18** in the subject line.

-OR-

**US Mail**        **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **BID # 6839-18**, to the **Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.**

All BIDs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Offeror to see that their BID response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

**Americans with Disabilities Act (ADA):** If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

## **TERMS AND CONDITIONS**

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to insure that the bid arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "Invitation to Bid."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Bids submitted in response to this "Invitation to Bid" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid and any resulting contract shall be clearly stated in the bid itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a bid, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

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**SIGNATURE PAGE:**

**Failure to complete, sign and return this signature page with your proposal may be cause for rejection.**

<b>Contact Information</b>	<b>Response</b>
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title and Email Address of Person Authorized to Contract with Boulder County	
Name, Title and Email Address of Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

**By signing below I certify that:**

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
 Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.

**ATTACHMENT A**  
**SAMPLE RENTAL AGREEMENT ADDENDUM**  
**ENTER COMPANY NAME**

This Agreement Addendum (“Addendum”) is included as part of the AGREEMENT ("Agreement"), between the **COUNTY OF BOULDER**, a body corporate and politic, State of Colorado, acting by and through its Board of County Commissioners, hereinafter referred to as "County", and **COMPANY**, hereinafter referred to as the “Lessor”, address, telephone number **000-000-0000**, and fax number **000-000-0000**, hereinafter referred to as the "Lessor".

In the event of a conflict between the terms and conditions of this Addendum to the Agreement, this Addendum will control. The parties to this Agreement, each in consideration of the rights and obligations hereinafter specified, for the above-referenced Agreement:

Lessor agrees this Addendum shall include all Rental Agreements between the County and Lessor for all equipment rented through **Date/Year, by the Parks and Open Space Department.**

1. **Indemnity:** The Lessor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Lessor, its employees, agents, representatives or other persons acting under the Lessor's direction or control in performing or failing to perform the Work under this Contract. The Lessor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys’ fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Lessor, its employees, agents or representatives, or other persons acting under the Lessor’s direction or control.

2. **Governmental Immunity:** Nothing in this agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

3. **Taxes:** It is mutually agreeable by all parties that the County shall not pay any taxes that may be assessed upon the personal property herein described or the use thereof, and/or upon this Agreement or the payments to made thereon.

4. **Insurance:** County agrees to carry insurance policy insuring for the benefit of the Lessor and indemnifying, to the extent permitted by law, as provided in said policy against loss from claims for damages for accidental bodily injuries and/or death resulting from use of said personal property including, in addition to other matters, any liability to employees or under Worker’s Compensation Law.

The County hereby assumes all risk of fire or other casualty and agrees to indemnify Lessor, to the extent permitted by law, for all damage or loss to said property from fire or other casualty. In

the event that County hereby assumes all risks of fire or other casualty and agrees to indemnify Lessor, to the extent permitted by law, for all damage or loss to said property from fire or other casualty.

5. Limits on Cost to the County: The County hereby agrees to pay to the Lessor the amounts required for the rental services as described in the rental and/or reservation form for each rental that occurs through the term as specified. Lessor shall submit, in writing, to Boulder County, a request for final payment.

6. Legal Expenses: In the event either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, both parties agree to pay their own attorney fees, court costs, and defense expenses. Neither the County nor Lessor, shall be liable to the other for any consequential damages regardless of the nature or fault.

7. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

8. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

**IN WITNESS WHEREOF**, the Parks and Open Space Director, acting for and on behalf of the Board of County Commissioners, County of Boulder, State of Colorado, and the Contractor have executed and entered into this Contract as of the latter day and year indicated below.

Executed by **BOULDER COUNTY** on \_\_\_\_\_.

**COUNTY OF BOULDER  
STATE OF COLORADO**

\_\_\_\_\_  
Eric M. Lane, Director  
Parks and Open Space Department

**CONTRACTOR  
A COLORADO CORPORATION**

\_\_\_\_\_  
Name / Title

Executed by **CONTRACTOR** on \_\_\_\_\_.  
(Date)

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