

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING A BID TO WESTERN TRAILS RODEO INC., FOR WW  
LIVESTOCK CHAPARRAL PANELS AND GATES

**Resolution No. 2014-107**

WHEREAS, proposals were opened on February 7, 2014, to consider providers for 135 6'x12' WW Livestock Chaparral Panels and 116 6'x8' x 7'8" WW Livestock Chaparral Gates; and,

WHEREAS, Western Trails Rodeo, Inc., submitted the lowest most responsible and responsive bid to provide the WW Livestock Chaparral Panels and Gates in the amount of \$65,000; and,

WHEREAS, the Adams Parks and Community Resources Department recommends awarding the WW Livestock Chaparral Panels and Gates bid to Western Trails Rodeo, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the WW Livestock Chaparral Panels and Gates bid be awarded to Western Trails Rodeo, Inc., in the amount of \$65,000.00.

BE IF FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to sign the purchase order with Western Trails Rodeo, Inc.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

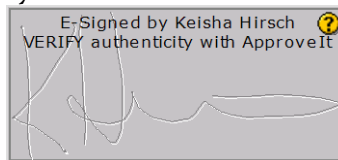
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24<sup>th</sup> day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

**Purchase Order Number 11413**

**ADAMS COUNTY  
PURCHASE ORDER**

Page 1 of 1  
 Order Date: 02/28/14  
 Requested Date: 02/28/14  
 Cost Center: 5041

This Number Must Appear on all  
 Invoices, Packing Lists, and Packages


Vendor Address	Vendor and Shipping Information	Ship To Information
WESTERN TRAILS RODEO INC PO BOX 1158 FT COLLINS CO 80522	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS & COMMUNITY RESOURCES 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 334988		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	chapparal panel system  Per bid 2014.030		EA	0.0000	65,000.00	5041.9170 W 50411401	00004369

Original

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 65,000.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquires to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 46634 PETERSEN, RENEE E <b>ADAMS COUNTY AUTHORIZED SIGNATURE</b>
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## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

WESTERN TRAILS RODEO.....P.O. BOX 1158.....FORT COLLINS , COLORADO 80522

Fort Collins, Colorado

November 4, 2013

Dear Sirs:

Let this communique serve as a document to submit a bid on Bid 2014.030 for WW Livestock Panels and Gates.

My bid for 135 6'x12' WW Livestock Chaparral Panels and 116 6'x8'x7'8" WW Livestock Chaparral Gates delivered to Adams County Fairgrounds, 9755 Henderson Road, Brighton CO 80601 is Sixty Five Thousand Dollars and no cents. (\$65,000).

Respectfully submitted,

  
Jerome Robinson

President, Western Trails Rodeo Inc.

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Jerome Robinson  
  
President, Western Trails Rodeo Inc.

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

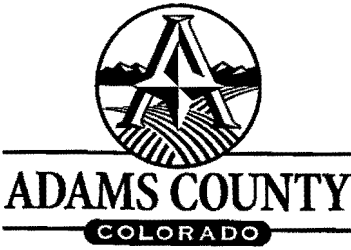
WESTERN TRAILS RODEO INC.      2-4-14  
Company Name    Date

JEROME ROBINSON  
Name (Print or Type)

Jerome Robinson  
Signature

PRESIDENT  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**2014.030  
WW Livestock Panels and Gates**

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

SIXTY FIVE THOUSAND DOLLARS NO CENTS \$ 65,000<sup>XX</sup>  
 Written Amount Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE Addenda # NONE  
 If None, Please write NONE.

<u>WESTERN TRAILS RODEO INC</u>	<u>2-4-14</u>
Company Name	Date
<u>PO Box 1158</u>	<u>Jerome Robinson</u>
Address	Signature
<u>FORT COLLINS CO 80522</u>	<u>JEROME ROBINSON</u>
City, State, Zip Code	Printed Name
<u>LARIMER</u>	<u>PRESIDENT</u>
County	Title
<u>970-484-8047</u>	<u>970-416-1236</u>
Telephone	Fax
<u>robinsonwtr@gmail.com</u>	
E-mail Address	