



**Request for Bid  
IFB-4717-19-SH**

**CYNODON HYBRIDA DOG TUFF  
GRASS PLUGS**

**RESPONSES DUE:**

November 21 2019 prior to 11:00 A.M.

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing  
System (RMEPS)**

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

(Purchasing Representative does not have access or control of the vendor side of RMEPS.  
If website or other problems arise during response submission, vendor **MUST** contact  
RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**PURCHASING REPRESENTATIVE:**

Susan Hyatt

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Bid intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All Bidders are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR BID**

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## REQUEST FOR BID

### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB shall be directed to:

**IFB Questions:**

Susan Hyatt

[susanh@gjcity.org](mailto:susanh@gjcity.org)

- 1.2 Purpose:** The purpose of this IFB is to obtain bids from qualified professional contractors to provide Cynodon Hybrida Dog Tuff Grass Plugs to be delivered to Las Colonias Park in Grand Junction, CO as described in Section 3.
- 1.3 Compliance:** All participating Bidders, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Bidder(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this IFB.
- 1.4 Submission:** **Each Bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of Bids.** (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that Bids be formatted as directed in Section 4.0 "Preparation and Submittal of Bids." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.5 Altering Bids:** Any alterations made prior to opening date and time must be initialed by the signer of the Bid, guaranteeing authenticity. Bids cannot be altered or amended after submission deadline.
- 1.6 Withdrawal of Bid:** A Bid must be firm and valid for award and may not be withdrawn or canceled by the Bidder for sixty (60) days following the submittal deadline date, and only prior to award. The Bidder so agrees upon submittal of their Bid. After award this statement is not applicable.
- 1.7 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Bidders shall acknowledge receipt of all addenda in their Bid. Addenda and solicitations are posted on the City's website, [www.gjcity.org/business-and-economic-development/bids](http://www.gjcity.org/business-and-economic-development/bids), for informational purposes.

- 1.8 Confidential Material:** All materials submitted in response to this IFB shall ultimately become public record and shall be subject to inspection after contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “**Confidential Disclosure**” and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire Bid, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Bid shall be considered confidential or proprietary
- 1.9 Minimal Standards for Responsible Prospective Bidders:** A prospective Bidder must affirmably demonstrate their responsibility. A prospective Bidder must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the City.
- 1.10 Nonconforming Terms and Conditions:** A Bid that includes terms and conditions that do not conform to the terms and conditions of this Request for Bid is subject to rejection as non-responsive. The City reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its Bid prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.11 Open Records:** All Bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the Bid so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.12 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.13 Public Opening:** Bids shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the Bid deadline. Bidders, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of IFB Terms:** A Bid submitted in response to this IFB shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Solicitation Response Form by the Bidder or an officer of the Bidder legally authorized to execute contractual obligations. A submission in response to the IFB acknowledges acceptance by the Bidder of all terms and conditions, as set forth herein. A Bidder shall identify clearly and thoroughly any variations between its Bid and the City's IFB requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the IFB.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.
- 2.3. Acceptance Not Waiver:** The City's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.4. Assignment:** The Bidder shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the City.
- 2.5. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.6. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.7. Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.8. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this IFB.
- 2.9. Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Bidder.

The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.10. Cancellation of Solicitation:** Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.
- 2.11. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.12. Employment Discrimination:** During the performance of any services per agreement with the City, the Bidder, by submitting a Bid, agrees to the following conditions:
- 2.12.1.** The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.12.2.** The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.
- 2.12.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.13. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Bidder certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.14. Ethics:** The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.15. Failure to Deliver:** In the event of failure of the Bidder to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Bidder responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- 2.16. Indemnification:** Bidder shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on

account of any negligent act or fault of the Bidder, or of any Bidder's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Bid award. Bidder shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

- 2.17. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.18. Remedies:** The Bidder and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.19. Venue:** Any agreement as a result of this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.20. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and can not be charged to the City.
- 2.21. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.22. Collusion Clause:** Each Bidder by submitting a Bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all Bids shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future Bids for the same service or commodities for participants in such collusion.
- 2.23. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.
- 2.24. Performance of the Contract:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.
- 2.25. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this Bid document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing

card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

- 2.26. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.



## SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES

**3.1 General:** Las Colonias Park is 130 acres and sits adjacent to downtown Grand Junction along the banks of the Colorado River. It has a diverse and rich history, as it is situated just upstream from the namesake of the community, the confluence of the Gunnison and Colorado Rivers, and has strong connections to the rest of the community along an existing and expanding Riverfront Trail system. The park was formerly used as migrant farm housing then a uranium mill which produced 2.2 million tons of radioactive tailings. Not unlike other Western Slope riverfront communities, parts of the park were used as a junkyard until the 1980's. Thanks to strong civic leadership, the area was cleaned up and is being developed as a riverfront park amenity.

Las Colonias will have walking trails, a river park, a restaurant and retail area, a dog park and a festival area. The dog park will be located to the east of the paved parking area. The dog park will cover approximately 40,600 square feet of space.

**3.2 Scope of Work:** The City is soliciting Bids for Cynodon Hybrid Dog Tuff Grass Plugs including the following.

- Coverage of 40,600 square feet
- Delivery by June 1, 2020
- Delivery to Las Colonias Park east of 925 Struthers Avenue, Grand Junction, CO 81501
- Installation is not part of this solicitation
- Other brands will be considered if proof is provided of durability, drought resistance, weed resistance, deep roots, low growing (2-1/2 – 4 " in height)

Prices submitted in response to this IFB shall be all inclusive which means shipping and delivery are contained in the bid price.

**3.3 IFB Tentative Time Schedule:**

- |  |                              |
|--|------------------------------|
| • Request for Bid available                                      | on or about October 28, 2019 |
| • Inquiry deadline at <u>noon</u> , no questions after this date | November 8, 2019             |
| • Addendum issued, if needed                                     | November 13, 2019            |
| • Submittal deadline for Bids prior to 11:00 AM                  | November 21, 2019            |
| • City evaluation of Bids  | November 22 – 30, 2019       |
| • Selection of Agency/Contract Award                             | on or about December 2, 2019 |

**3.4 Questions Regarding Scope of Services:**

Susan Hyatt  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

**3.5 Contract:** The initial contract period shall be for a period of time sufficient to execute the awarded contract as mutually agreed by the City and the awarded Contractor. It is unlikely contract extensions will be necessary.

**SECTION 4.0: SOLICITATION RESPONSE FORM**  
**IFB-4717-19-SH**

*Bidder must submit entire Form completed, dated and signed.*

Cost per plug for Cynodon Hybrida Dog Tuff Grass Plugs:     \$ \_\_\_\_\_

Total cost to cover the entire area of 40,600 square feet:     \$ \_\_\_\_\_

WRITTEN: \_\_\_\_\_ dollars.

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*The City reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Bids and therefore submits the Bid and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of Bids.

The undersigned Bidder agrees to provide services and products in accordance with the terms and conditions contained in this Request for Bid and as described in the Bidder's Bid attached hereto; as accepted by the City.

Prices in the Bid have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- The individual signing this Bid certifies they are a legal agent of the Bidder, authorized to represent the Bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the City if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

**RECEIPT OF ADDENDA:** the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date