



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this **20th** day of **April, 2021** by and between the **City of Grand Junction**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Thatcher Company, Inc. of Salt Lake City, Utah**, hereinafter in the Contract Documents referred to as the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as **Sodium Fluorosilicate RFQ-4903-21-SH**.

The total amount of the contract shall not exceed an estimated **\$20,000** paid by the Owner. **The flat fee for Sodium Fluorosilicate product is \$1.20 per pound. The expected annual usage is approximately 16,000 pounds.** The Contractor shall be paid in accordance with the fee schedule set for the in the Solicitation Documents. The Contractor shall provide dry, powdered sodium fluorosilicate in 50# bags. 50# bags shall be loaded on pallets. Only 40 bags are allowed on each pallet. Each pallet **shall not exceed 2,000 pounds**. The Contractor shall deliver four (4) pallets at a time. All shipments are FOB Grand Junction to the following address:

Grand Junction Water Plant
244 26-1/4 Road
Grand Junction, CO 81501

The amount of the Contract Price is and has heretofore been appropriated by the Owner for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Contract Administrator for the Owner is **Mark Ritterbush**, 970-256-4185, markri@gjcity.org. Invoices shall be sent to this same email address.

Contract Administrator for the Contractor is **Kyle Hallsten**, 801-972-4587, kyle.hallsten@tchem.com.

The term of this Contract shall be from **April 20, 2021** to **April 20, 2022**. Upon mutual agreement, this contract may be renewed up to three additional one year periods.

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated

herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **RFQ-4903-21-SH** and all Addenda
- c. Contractors Response to the Solicitation

IN WITNESS WHEREOF, City of Grand Junction, Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By Mark Ritterbusch
Title: Water Services Manager

4/27/2021 | 08:10 MDT
Date

THATCHER COMPANY, INC.

DocuSigned by:
By Craig Thatcher
Title: President

4/22/2021 | 16:19 PDT
Date



Purchasing Division

REQUEST FOR QUOTES

**RFQ-4903-21-SH
SODIUM FLUOROSILICATE**

Responses Due:

April 13, 2021 prior to 2:30 P.M.

susanh@gjcity.org

Purchasing Representative:

Susan Hyatt, Senior Buyer

City of Grand Junction

Phone (970) 244-1513

susanh@gjcity.org.

*****Submittal by EMAIL is required for this quote*****

Please email responses to susanh@gjcity.org.

1. **SCOPE**

- 1.1. The City of Grand Junction is soliciting competitive quotes from qualified and interested companies to provide dry, powdered sodium fluorosilicate in 50# bags.
- 1.2. Fluoride product shall be AWWA and/or NSF certified.
- 1.3. 50# bags shall be loaded on pallets. Only 40 bags are allowed on each pallet. Each pallet **shall not exceed 2,000 pounds**.
- 1.4. Estimated annual usage is 16,000 pounds of product. Pallets may be delivered four (4) or eight (8) at a time.
- 1.5. Freight is to be included in price. All shipments are FOB Grand Junction to the following address:
 - Grand Junction Water Plant
 - 244 26-1/4 Road
 - Grand Junction, CO 81501
- 1.6. Submitted price shall be all inclusive.
- 1.7. Tentative Calendar of Events:

RFQ sent to Bidders on or about	March 26, 2021
Question from Bidders due	April 2, 2021
Addendum posted (if needed)	April 5, 2021
Quotes due prior to 2:30 P.M.	April 13, 2021

2. **INSTRUCTIONS TO BIDDERS (Quoters)**

- 2.1. **Purpose:** The City of Grand Junction is soliciting competitive Quotes from qualified and interested companies for all labor, equipment, and materials required for Sodium Fluorosilicate. All dimensions and scope of work should be verified by Bidders prior to submission of Quotes.

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement and may result in disqualification.

- 2.2. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 2.3. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 2.4. **Submission:** Each Quote shall be emailed to susanh@gjcity.org prior to 2:30 P.M. on April 13, 2021.

- 2.5. **Printed Form for Price Quote:** All Price Quotes must be made upon the Quote Form attached and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 2.6. **Contract Documents:** The complete RFQ and bidder's response compose the Contract Documents.
- 2.7. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his quote. The submission of a Quote shall be taken as evidence of compliance with this section.
- 2.8. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 2.9. **Addenda & Interpretations:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made by written Addendum to the solicitation by the City. Sole authority to authorize addenda shall be vested in the Purchasing Representative.
- 2.10. **Taxes:** The Owner is exempt from State retail and Federal tax. The quote price must be net, exclusive of taxes.
- 2.11. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 2.12. **Collusion Clause:** Each bidder by submitting a Quote 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 Quotes shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future Quotes for the same services or commodities from participants in such collusion.
- 2.13. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder 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 Owner.

3. General Contract Conditions

- 3.1. **The Contract:** This Request for Quotes, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations,

representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).

- 3.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed and correlated his 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 and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 3.3. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 3.4. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.
- 3.5. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility and shall bear all costs attributable.

3.6. Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

3.7. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
TWO MILLION DOLLARS (\$2,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include

the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 3.8. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, 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 Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 3.9. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of Quote. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 3.10. OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 3.11. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in the Contract Documents.
- 3.12. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 3.13. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 3.14. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury

or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.

- 3.15. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order/Amendment.
- 3.16. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, the Contractor shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order/Amendment.
- 3.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. This may be accomplished through a Field Order.
- 3.18. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all work of

separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.19. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- 2.21. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.22. Compliance with Laws:** Quotes 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.
- 2.23. Confidentiality:** All materials submitted in response to this Solicitation 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 Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- 2.24. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- 2.25. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work 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.
- 2.26. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
- 2.26.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national

origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.26.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

2.26.3. 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.

2.27. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor 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).

2.28. Ethics: The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.29. Failure to Deliver: In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.30. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.31. Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.

2.32. Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

2.33. Nonconforming Terms and Conditions: A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Quote on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Quotes or irregularities of any kind which may tend to make the Quote incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Quote preparation as may be required in the Solicitation Documents;
- g. Submission of a Quote that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Quote with any other bid or contract; and
- i. Failure to calculate Quote prices as described herein.

2.34. Evaluation of Quotes and Bidders: The Owner reserves the right to:

- reject any and all Quotes,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive or conditional Quotes.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Quotes.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications and financial ability of the Bidder, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the City's satisfaction within the Contract Time.

The Bidder shall furnish the Owner all information and data requested by the Owner to determine the ability of the Bidder to perform the Work. The Owner reserves the right to reject the Quote if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Quote, each Bidder authorizes the Owner to perform such investigation of the Bidder as the Owner deems necessary to establish the responsibility, qualifications and financial ability of the Bidder and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Bidder and releases the party providing such information and the Owner from any and all liability to the Bidder as a result of such reference information so provided.

The Owner reserves the right to reject the Quote of any Bidder who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Bidder who, by evaluation, the Owner determines will best meet the Owner's interests.

- 2.35. The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.
- 2.36. **Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.37. **Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.38. **Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.39. **Venue:** Any agreement as a result of responding to this Solicitation 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.
- 2.40. **Expenses:** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.41. **Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.42. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.
- 2.43. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. 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 shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this Quote document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/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 Owner 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 shall indicate their specific delivery and invoicing instructions.
- 2.44. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.44.1. "Public Works Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (b) except any project that receives federal moneys.

2.45. Definitions:

- 2.45.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.45.2.** "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.45.3.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

QUOTE RESPONSE FORM

RFQ-4903-21-SH Sodium Fluorosilicate

Delivered price per pound: \$ _____

Delivery after receipt of order: _____ days

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 Bidder to ensure all Addenda have been received and acknowledged.

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

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

- Prices in this proposal 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 proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City 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.
- 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. Payment Terms _____.

(Company Name – Typed or Printed)

(Phone Number)

(Address)

(Authorized Dealer Agent – Typed or Printed)

(City, State, and Zip Code)

(Authorized Agent Signature)

(Email Address of Agent or Sales Contact)

(Date)



Purchasing Division

REQUEST FOR QUOTES

**RFQ-4903-21-SH
SODIUM FLUOROSILICATE**

Responses Due:

April 13, 2021 prior to 2:30 P.M.

susanh@gjcity.org

Purchasing Representative:

Susan Hyatt, Senior Buyer

City of Grand Junction

Phone (970) 244-1513

susanh@gjcity.org.

*****Submittal by EMAIL is required for this quote*****

Please email responses to susanh@gjcity.org.

QUOTE RESPONSE FORM

RFQ-4903-21-SH
Sodium Fluorosilicate

Delivered price per pound: \$ 1.20

Delivery after receipt of order: 15 days

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

State number of Addenda received: 0.

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

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

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

- Prices in this proposal 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 proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City 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.
- Prompt payment discount of 0% percent of the net dollar will be offered to the City if the invoice is paid within 30 days after the receipt of the invoice. Payment Terms Net 30.

Thatcher Company, Inc.

(Company Name – Typed or Printed)

1905 Fortune Road

(Address)

Salt Lake City, UT 84104

(City, State, and Zip Code)

kyle.hallsten@tchem.com

(Email Address of Agent or Sales Contact)

(801) 972-4587

(Phone Number)

Craig N. Thatcher

(Authorized Dealer Agent – Typed or Printed)

(Authorized Agent Signature)

4/12/2021

(Date)