



## Invitation for Bid

IFB-5264-23-KF  
Pet Waste Header Bags

### **Responses Due:**

June 23, 2023, prior to 2:00 p.m. MDT

**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 Agent 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 Agent:**

Kathleen Franklin, Senior Buyer

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

970-244-1513

**NOTE: All City solicitation openings will be held virtually.**  
**See Section 1.6. for details.**

# **Request for Bids**

## Table of Contents

1.0. Instruction to Bidders

2.0. General Contract Conditions

3.0. Specifications

4.0. Vendor's Bid Form

Price Proposal/Bid Schedule Form

## 1.0. Instructions to Bidders

**NOTE:** It is the Vendor's responsibility to read and review all solicitation documentation in its entirety, and to ensure it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. associated with the solicitation process and product/material being solicited.

- 1.1. **Issuing Office:** The City of Grand Junction ("City") issued this Invitation for Bid (IFB). All contact regarding this IFB is to be directed to the Purchasing Agent:

Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

All questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the solicitation or Purchasing Division. Vendor contact regarding this solicitation with anyone other than the Purchasing Agent listed on this solicitation may be grounds for disqualification of said Vendor's Bid proposal.

- 1.2. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Vendors to provide Pet Waste Header Bags to refill existing dispensers stations. Products will be provided in accordance with the terms and conditions of this Invitation for Bid.
- 1.3. **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 its authorized representative.
- 1.4. **Compliance:** All Vendors by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear various instructions are in conflict, the Vendor(s) will secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.5. **Procurement Process:** The current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6. **Submission:** *Each proposal 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). This site offers both "free" and "paying" registration options which allow for full access of the Owner's documents and for electronic submission of bid proposals. (Note: "free" registration may take 24 hours to process, please plan accordingly.)* Please view Owner "Electronic Vendor Registration Guide" at <http://www.gjcity.org/501/Purchasing-Bids> for details. Purchasing Agent 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**.

See section 4.0 for preparation and Submittal Terms. Bids must be formatted as directed in Section 4.0. Submittals which fail to follow this format may be ruled nonresponsive.

**Bid Opening, Pet Waste Header Bags IFB-5264-23-KF.  
Jun 23, 2023, 2:00 – 2:30 PM (America/Denver)**

**Please join the meeting from your computer, tablet, or smartphone (link below).**

<https://meet.goto.com/833551949>

Dial in by phone.

Access Code:

833-551-949

United States:

[+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system.

Meeting ID:

833-551-949

Dial in or type:

67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly:

833551949@67.217.95.2 or 67.217.95.2##833551949

**Get the app now and be ready when the meeting starts:**

<https://meet.goto.com/install>

- 1.7. Modification and Withdrawal of Bid Before Opening:** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening. Bid proposals may not be altered, modified, or amended after submission date and time.
- 1.8. Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule in Section 4.0. and should give the amounts both in words and in written figures and must be signed and acknowledged by the Vendor/Bidder.

The Vendor shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Vendor, Vendor's choice will be indicated in accordance with the specifications for that particular item and thereafter no further choice will be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Vendor's Bid shall contain an acknowledgement of receipt of all Addenda, the number(s) of which should be filled in on the Vendor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.9. **Exclusions:** No oral, telephonic, or facsimile Bid will be considered.
- 1.10. **Contract Documents:** The complete IFB and Vendor's Bid Form compose the Contract Documents. Copies of Bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.11. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the Bid Specifications. 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 its Bid proposal. The submission of a Bid shall be taken as evidence of compliance with this section. Prior to submitting a Bid, each Vendor/Bidder shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
  - c. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.
- 1.12. **Questions Regarding Specifications:** Any information relative to interpretation of the Specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.

Written questions concerning this Solicitation will be received until June 14, 2023, at 5:00 p.m. Mountain Time. Questions must be submitted to the Purchasing Agent listed. Please enter "Questions IFB-5264-23-KF" as the subject line for the email message.

- 1.13. Addenda & Interpretations:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections, and changes to this IFB or extensions to the opening date will be made by a written Addendum to the IFB by the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Vendors/Bidders will acknowledge receipt of all addenda in bid response and are solely responsible for obtaining all solicitation documents.

The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Agent.

- 1.14. Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal tax; therefore, all bid proposals shall not include taxes.
- 1.15. Sales and Use Taxes:** The Vendor/Bidder is required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.16. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all Bids submitted shall be binding for sixty (60) calendar days following opening date, unless the Vendor, upon request of the Purchasing Agent, agrees to an extension.
- 1.17. Exceptions and Substitutions:** All Bid proposals meeting the intent of this IFB shall be considered for award. A Vendor/Bidder taking exception to the specifications does so at its own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Vendor must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Vendor has not taken exceptions, and if awarded a Contract shall hold the Vendor responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.18. Collusion Clause:** Each Vendor/Bidder by submitting a bid certifies 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 Vendors. The Owner may, or may not, accept future quotes for the same Work or commodities from participants in such collusion.
- 1.19. Disqualification of Vendors:** A Bid proposal will not be accepted from, nor shall a Contract be awarded to, any person, vendor, firm, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project quote upon and that it has the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Vendor and Bid:

- a. More than one Bid is submitted for the same product(s) from an individual, Vendor, Firm, or corporation under the same or different name; and
- b. Evidence of collusion among Vendors/Bidders. Any participant in such collusion shall not receive recognition as a Vendor for any future work of the Owner until such participant has been reinstated as a qualified Vendor.

**1.20. Public Disclosure Record:** If the Bidder has knowledge of is employee(s) having an immediate family relationship with a City employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record," a statement of financial interest, before conducting business with the Owner.

**1.21. Public Opening:** Bids will be opened in a virtual meeting immediately following the quote deadline. Vendors/Bidders, its representatives and interested persons may attend. Only the Vendor/Bidder name, business location and extended price will be disclosed.

## **2.0. General Contract Conditions**

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable Agreement equally binding between the Owner and Vendor/Bidder. The Contract represents the entire and integrated agreement between the Owner and the Vendor 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(s).
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner and Vendor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Vendor represents its familiarized with the conditions under which the Product(s) will be provided in relation to the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the Contract requirements as defined in the Specifications contained herein. All Specifications and copies furnished by the Owner are, and shall remain, City property. It is not to be used on any other project.
- 2.3. Warranty:** The Vendor warrants to the Owner that all products, materials, and equipment furnished under this contract will be new unless otherwise specified, be of good-quality, free from faults and defects and in conformance with the Contract Documents. All products, materials and equipment not conforming to these standards may be considered defective. If required by Owner, the Vendor shall furnish satisfactory evidence as to the kind and quality of products, materials, and equipment. If within ten (10) days after written notice to the Vendor requesting such repairs or replacement, the Vendor should neglect to make or undertake with due diligence to the same, the Owner may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Vendor's expense.
- 2.4. Indemnification:** The Vendor 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 Vendor, or of any Vendor's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Vendor shall pay any judgment with costs which may be obtained against the Owner arising out of or under the performance.
- 2.5. Miscellaneous Conditions: Material Availability:** Vendors must accept responsibility for verification of product availability, production schedules, and other pertinent data prior to submission of quote. It is the responsibility of the Vendor to notify the Owner immediately if products specified are discontinued, replaced, or not available for an extended period of time.

- 2.6. Time:** The Contract Time is the period of time allotted in the Contract Documents for delivery and completion of the products/materials receipt. The date of commencement of the Contract is the date established in the Contract Documents.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Vendor for the products/materials under the Contract Documents. Upon receipt of the products/materials or written notice products/materials are ready for final inspection and acceptance and upon receipt of application for payment, the Owner will promptly make such inspection and , when found products/materials acceptable under the Contract Documents and the Contract is fully performed, the Owner will make payment in the manner provided in the Contract Documents.
- 2.8. Protection of Persons & Property:** The Vendor/Bidder 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 itself from damage, injury, or loss. Vendor 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 Vendor in the execution of the Work, or in consequence of the non-execution thereof by the Vendor, it shall restore, at its 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 it shall make good such damage or injury in an acceptable manner.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All Change Orders/Amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.10. Assignment:** The Vendor shall not sell, assign, transfer or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.11. 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.
- 2.12. Compliance with Laws:** Bids proposals must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Contract for and on behalf of the public. Vendor hereby warrants that it is qualified to assume the responsibilities herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.13. Confidentiality:** All information disclosed by the Owner to the Vendor for the purpose of the Contract or information which comes to the attention of the Vendor during the course of fulfilling such Contract is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Invitation for Bid.
- 2.15. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Contract; or (3) 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.
- 2.16. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Vendor, agrees to:
- 2.16.1.** 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 Vendor. The Vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.16.2.** In all solicitations or advertisements for employees placed by or on behalf of the Vendor, that the Vendor is an Equal Opportunity Employer.
- 2.16.3.** 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.
- 2.17. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Vendor certifies that it does not and will not during the performance of the Contract employ Workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.18. Ethics:** The Vendor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.19. Failure to Deliver:** In the event of failure of the Vendor to deliver in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Contract requirements from other sources and hold the Vendor responsible for any costs resulting in additional purchase and administrative Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.20. 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 of the Contract Documents at any time in accordance with the terms thereof.

- 2.21. Force Majeure:** The Vendor 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 Vendor, unless otherwise specified in the Contract.
- 2.22. Independent Vendor:** The Vendor shall be legally considered an Independent Vendor and neither the Vendor 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 Vendor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Vendor. Further, the Owner shall not provide to the Vendor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.23. Nonconforming Terms and Conditions:** A bid proposal which includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as nonresponsive. The Owner reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from the Bid proposal prior to a determination by the Owner as nonresponsive based on the submission of nonconforming terms and conditions.
- 2.24. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.25. Patents/Copyrights:** The Vendor 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 Vendor 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 Request for Quote.
- 2.26. Remedies:** The Vendor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.27. Governing Law:** Any agreement as a result of responding to this Request for Quote 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.
- 2.28. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Request for Quote are the responsibility of the Vendor and cannot be charged to the Owner.
- 2.29. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.

- 2.30. Public Funds/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 from this fiscal year only. Colorado law prohibits 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. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.31. Cooperative Purchase:** 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.
- 2.32. Definitions:**
- 2.32.1.** The term "Work" includes all labor, products, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.32.2.** The "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative.
- 2.32.3.** The "Vendor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Vendor means the Vendor or its authorized representative. The Vendor shall carefully study and compare the General Contract Conditions of the Contract, Specification, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover.

### 3.0. Specifications

3.1. **General:** The City of Grand Junction is soliciting competitive bids from qualified and interested Vendors to provide Pet Waste Header Bags to refill existing dispenser stations. Delivery cost of the products to the City of Grand Junction will be included in the quote price.

3.2. **Requirements & Specifications:**

3.2.1. **Pet Waste Header Bags:** Brand name or equal to MittN ® Header Bag D999.



3.2.2. **Product Specification Sheet:** Vendors must supply product specification sheet for bags with its Bid proposal. The specifications include: MPN, material, dimensions of bag, thickness, header spacing measurement information, number of bags per header/wicket, number of headers/wickets per case, etc.

3.2.3. **Shelf Life:** Product must have a minimum shelf life of at least two (2) years.

3.2.4. **Dispensers & Wickets:** The Owner uses the Pet Pick-Ups © brand Nature Dog dispensers. The header/wicket mounting specifications must be equal to the Pet Pick-Ups © brand Nature Dog dispenser header mounting (with or without cardboard header) and without any modification to the dispenser.

Vendors may propose headers/wickets which do not conform to the City's existing dispensers, the Vendor may do so and therefore agrees to provide the required replacement dispensers, free of charge. See additional information below.

Vendor must provide its replacement and return policy for defective and/or vandalized dispensers. Vendor must also provide its policy for dispensers, should a different provider be selected in the future.

The Owner's current dispenser count is estimated at 90.

### 3.3. Special Conditions & Provisions:

#### 3.3.1. Questions Regarding IFB Solicitation Process/Specifications:

Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

#### 3.3.2. Contract Administrator: Contract related inquiries, issues, and other communications may be directed to:

Duane Hoff Jr., Contract Administrator  
(970) 244-1545  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

#### 3.3.3. Brand Name or Equal: Whenever in this IFB any particular products, materials, process, mechanism, and/or equipment is indicated, described, or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal." Proof satisfactory to the Owner must be provided by Vendor to show the alternative product is in fact, equal to specification requirements.

The Owner has determined the brand name, model name/numbers meet the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Bids for similar manufactured items of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and part/product number. The Owner reserves the right to determine products of equal value. Vendors will not be allowed to make unauthorized substitutions after award is made.

#### 3.3.4. Estimated Quantities: The quantities indicated in this IFB are estimates which pertain to the total aggregate quantities. Variation of quantities may increase or decrease. The estimates are intended to be for a single order amount, unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.

#### 3.3.5. Minimum Order Quantities: The Vendor will not establish a minimum order quantity for items under this contract.

#### 3.3.6. Pricing: Pricing shall be as stated for the items specifically named on the Price Bid Schedule. The prices shall be all inclusive and the Owner shall not pay or be liable for any other additional costs including but not limited to: taxes, shipping charges, freight (F.O.B. Destination – Freight Pre-paid and Allowed), insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.3.7. Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order." All Exhibits and Attachments included in the IFB shall be incorporated into the Contract by reference.

- A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.
- B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Vendor/Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.3.8. Packing Slips or Delivery Tickets:** All product shipments or deliveries will be accompanied by Packing Slips or Delivery Tickets, and should contain the following information for each item delivered:

- The Purchase Order number,
- The name of the article, description, and stock number
- The quantity:
  - o ordered,
  - o shipped,
  - o backordered (if applicable)
- Total number of packages within the shipment,
- Vendor Name, address, and contact information

**3.3.9. Product Delivery Location:** All products shall be delivered "F.O.B. Destination Freight Pre-Paid and Allowed" to:

City of Grand Junction – Stores/Warehouse  
333 West Ave Unit C  
Grand Junction, CO, 81501

**3.3.10. Rejection of Products/Supplies:** The Owner reserves the right to return partially used cases due to flaws and/or batch imperfections which do not meet specifications. Judgment of defects will be at the discretion of the Owner.

**3.3.11. Payment/Invoice:** Invoices shall be submitted to the City of Grand Junction – Stores/ Warehouse, 333 West Ave Unit C, Grand Junction, CO 81501 and

shall reference: Purchase Order number, product details, Vendor information and date.

NOTE: *Payment may be delayed if the above information is omitted from any submitted invoice*

**3.4. Vendor/Bidder Documents:** For convenience, the following is a list of forms/items to be submitted with Bid proposal. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Vendor's responsibility to ensure all forms/items are submitted.

- **Vendor's Bid Form**
- **Bid Price Schedule**
- **Product Specification Sheet**

**3.5. IFB Tentative Time Schedule:**

Invitation For Bid available	May 31, 2023
Inquiry deadline, no questions after this date	June 14, 2023, 5:00 p.m.
Addendum Posted	June 16, 2023
Submittal deadline for Bids	June 23, 2023, 2:00 p.m.
Purchase Order execution	June 29, 2023

## 4.0. Vendor's Bid Form

**Bid Date:** \_\_\_\_\_

**Project:** IFB-5264-23-KF "Pet Waste Header Bags"

**Vendor/Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

The undersigned Vendor, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all Work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Vendor's Bid Form is a part.

The undersigned Vendor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same Work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Vendor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Vendor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.

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

- Prices in this bid 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 vendor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies it are 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 of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax have been added to the quoted bid proposal.

- City of Grand Junction standard payment terms are Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the

invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

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

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

*By signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

**Vendor/Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PRICE BID SCHEDULE: IFB-5264-23-KF "Pet Waste Header Bags"**

**Option 1**

Item	Unit	Est. Qty.	Description	Unit Price	Extended Price
1.	Case	512	Pet Waste Header Bags: Brand name or equal to <b>MittN® Header Bag D999</b> (8 1/2" x 12 1/4") 2,000 bags per case (100 bags/header, 20 headers/case) <i>** Product Specification Sheet Required</i>		

**Extended Price Written:**  
\_\_\_\_\_ dollars.

MPN & Material: \_\_\_\_\_.

Shelf Life: \_\_\_\_\_.

**OR Equivalent Product**

Item	Unit	Est. Qty.	Description	Unit Price	Extended Price
2.	Case		<i>** Product Specification Sheet Required</i>		

**Extended Price Written:**  
\_\_\_\_\_ dollars.

MPN & Material: \_\_\_\_\_.

Shelf Life: \_\_\_\_\_.

If equivalent product the following information is required: dimensions of bag, thickness, header spacing measurement information, manufacture part number, SKU, quantity of bags/header, and headers/case.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Delivery:** \_\_\_\_\_ days ARO.

**Vendor/Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_