



Invitation for Bid

IFB-5299-23-KF

Fabric Structure

Responses Due:

October 25, 2023, before 2:00 p.m. MDT

Accepting Electronic Responses Only

Submitted Through the

Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

*NOTE: All City solicitation openings will be held virtually,
information in Section 1.10.*

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970.244.1513

Invitation for Bid

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1.0. Instructions to Offerors

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Solicitation.
- 1.3. Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to the Purchasing Agent listed below:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. Non-Mandatory Site Visit Meeting:** Interested Contractors are strongly encouraged to attend a site visit/briefing on **October 9, 2023, at 9:00 a.m. at 333 West Ave, Unit C Grand Junction, CO 81501**. The purpose of the site visit meeting will be to inspect the work site and clarify this IFB if necessary. *Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum will modify this IFB.*
- 1.5. Purpose:** The City of Grand Junction, CO (City) is soliciting competitive pricing bids from qualified Contractors to procure a new fabric structure, and provide labor, equipment, and materials to deliver, and construct/erect/install the fabric structure as described and for the purposes stated herein. Contractors should verify all dimensions and scope of work before submitting bids.
- 1.6. Owner:** The "Owner" is the City and its authorized representative(s) used throughout this Solicitation.
- 1.7. Compliance:** All Offerors, by submitting a bid response, commit to adhere to all conditions, requirements, and instructions in this IFB as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear

understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

1.8. Procurement Process: The current version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this solicitation.

1.9. Submission: **Each bid response shall be submitted in electronic format only through the Rocky Mountain E-Purchasing System website link:** (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). *This site offers both “free” and “paying” registration options which allow for full access to the Owner’s documents and electronic submission of Bids. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline. **800-835-4603.**

Bids shall be formatted as directed in Section 4.0. Contractor’s Bid Form and Price Bid Schedule, Submittals that fail to follow this format may be ruled nonresponsive. *The uploaded response shall be a single PDF document with all required information included.*

1.10. Solicitation Opening: To participate in the virtual solicitation opening, please utilize the following information and meeting link:

**“Fabric Structure IFB-5299-23-KF”
Oct 25, 2023, 2:00 – 2:30 PM (America/Denver)**

Please join the meeting from a computer, tablet, or smartphone.
<https://meet.goto.com/786676197> (meeting link)

Dial in using a phone.
Access Code: **786-676-197**
United States: **+1 (571) 317-3122**

Join from a video-conferencing room or system.
Meeting ID: **786-676-197**
Dial in or type: **67.217.95.2** or inroomlink.goto.com
Or dial directly: **786676197@67.217.95.2** or **67.217.95.2##786676197**

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

1.11. Modification and Withdrawal of Bids Before Opening: Bids may be modified or withdrawn by the Offeror in writing, duly executing, and submitting to the place where Bids are to be submitted at any time before the Bid Opening. Bids may not be altered, modified, or amended after the submission date.

- 1.12. Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and state the amounts in words and figures and must be signed and acknowledged by the Offeror.

The Offeror 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 Offeror, the Offeror's choice shall be indicated by the specifications for that particular item, and thereafter no further choice shall be permitted.

Where the unit of a pay item is a 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, LLCs, or similar entities) must be executed in the entity name by the president, vice president, etc., or other business officer accompanied by evidence of authority to sign. Provide the entity address and state of organization of the entity shall be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Submittal Form.

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

- 1.13. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.14. Contract Documents:** The complete IFB and Offeror's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.
- 1.15. Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction," Plans, Specifications, and other Bid Documents are available for review or download on the Purchasing Bids page at the following link <https://www.gjcity.org/501/Purchasing-Bids>.
- 1.16. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.17. Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the Project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other documents shall in no way relieve any Offeror from any obligation concerning its Bid response. The submission of a Bid

shall be taken as evidence of compliance with and understanding. Before submitting a Bid, each Offeror shall, at a minimum:

Examine the *Contract Documents* thoroughly;

- (a) Visit the site to familiarize itself with the local conditions that may in any manner affect the cost, progress, or performance of the Work; and
- (b) Study and carefully correlate the Offeror'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.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Offeror deems necessary for the submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (including without limitation, surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which the Offeror deems necessary to determine its Bid for performing the Work by the time, price and other terms and conditions of the *Contract Documents*. The location of any excavation or boring made by the Offeror shall be subject to prior approval of the Owner and applicable agencies. The Offeror shall fill all holes, restore all pavements to match the existing structural section, and clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner before accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* concerning underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Offerors, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

1.18. Questions Regarding Statement of Work: Any information relative to the interpretation of the Scope of Work and/or Specifications shall be requested in

writing through email to the Purchasing Agent, in ample time, before the inquiry deadline. Questions received after the inquiry deadline may not be answered.

- 1.19. Addenda & Interpretations:** An official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the bid opening/receipt date shall be made by a written Addendum to the Solicitation by the Purchasing Agent. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction> and posted on the City's website at <https://www.gjcity.org/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by the Owner unless such clarification or change is provided in written addendum form from the City Purchasing Division. Offeror(s) must acknowledge receipt of all addenda in its bid.
- 1.20. Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs shall not include taxes.
- 1.21. Sales and Use Taxes:** The Contractor and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes by the provisions of the General Contract Conditions Section XVI "Taxes". Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.22. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following the opening date, unless the Offeror, upon request of the Purchasing Agent, agrees to an extension.
- 1.23. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. Offeror(s) taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the pertinent section. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates the Offeror has not taken exceptions, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.24. Collusion Clause:** Each Offeror, by submitting a bid, certifies that it is not engaged in any collusive actions or activities that may violate any applicable federal antitrust laws, or Colorado statutes and regulations. Any and all bids shall be rejected if there is evidence or reasonable belief of collusion among Offerors. The Owner retains the discretion to accept future bids for the same Work or commodities from participants in such collusion.
- 1.25. Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, 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.

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

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

- (a) More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- (b) Evidence of collusion among Offerors. Any participant in such collusion shall not receive recognition as an Offeror for any future Work of the Owner until such participant has been reinstated as a qualified Offeror.

1.26. Public Disclosure Record: If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror 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.

2.0. General Contract Conditions for Construction Projects

- 2.1. The Contract:** The IFB, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable Agreement (Contract) equally binding between the Owner and Vendor. The Contract represents the entire and integrated agreement between the Parties 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 or Amendment.
- 2.2. The Work:** Includes all labor necessary to construct the Project required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Vendor. By executing the Contract, the Vendor represents that it has familiarized itself with the conditions under which the Work is to be performed and correlated its observations with 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 Contract Documents intend 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/or drawings contained herein. All drawings, specifications, and copies furnished by the Owner are and shall remain the owner's property. It is not to be used on any other project.
- 2.4. The Owner:** The Owner is the City and is referred to throughout the Contract Documents. The term Owner means the Owner or authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the Contract. The Owner will have the authority to reject Work that does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have the authority to require the Contractor to stop the Work or any portion or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, subcontractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.5. 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 its authorized representative(s). The Contractor must thoroughly review the Contract Documents, promptly reporting any errors or inconsistencies to the Owner. The Contractor is not liable to the Owner for any

damage(s) resulting from such issues and must seek clarification before commencing Work.

- 2.6. Subcontractor:** A subcontractor is an individual or company that has a direct contract with the Offeror/Contractor to perform specific tasks or provide certain service(s). The term subcontractor is referred to throughout the Contract Documents and means the subcontractor or its authorized representative(s).
- 2.7. Award of Subcontractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and before the award of the Contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the subcontractors or other persons or organizations proposed for such portions of the work as may be designated in the bid requirements, or, if none is so designated, the names of the subcontractors proposed for the principal portions of the work. Before the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, before the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, before the award, withdraw the bid without forfeiture of bid security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased bid or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or Organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, however, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto before the award.
- 2.8. Substitutions:** The materials, products, and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered before receipt of Bids unless the Offeror submits a written request for approval to the Purchasing Agent at least ten (10) days before the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contract(s), which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be outlined in an Addendum. Offerors shall not rely upon approvals made in any other manner.

- 2.9. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.
- 2.10. Warranty:** The Contractor warrants to the Owner that all products, materials, and equipment furnished under the 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 the Owner, the Contractor 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 Contractor requesting such repairs or replacement, the Contractor 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 Contractor's expense.
- 2.11. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, 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, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. 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, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.12. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all subcontractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.
- 2.13. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.14. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by operations. After the completion of the Work, shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, machinery, and surplus materials.
- 2.15. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it fails to procure or maintain insurance in sufficient amounts, durations, or types.

The 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. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor under the Contract. 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 in the Special Conditions:

(a) Worker Compensation: The 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) for each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall apply to all premises, products, and completed 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 contain a severability of interest 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) for each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

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

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

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

Concerning each of the Contractors owned, hired, or non-owned vehicles assigned to be used in the performance of the Work. The policy shall contain a severability of interest provision.

2.15.1. Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as additional insureds. Every required policy 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 the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- 2.16. 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, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. The Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.
- 2.17. Miscellaneous Conditions: Material Availability:** The Contractor must accept responsibility for verification of material availability, production schedules, and other pertinent data before submission of a bid. It is the responsibility of the Offeror to notify the Owner immediately if the materials specified are discontinued, replaced, or not available for an extended period.
- 2.18. Time:** Time is of the essence concerning the completion of the Project and any other milestones or deadlines that are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract Time outlined in the Contract Documents. The Contract Time is the period allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction and all other associated Work including, but not limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.19. Progress & Completion:** The Contractor shall begin work on the date of the commencement as defined in the Notice to Proceed and perform the Work expeditiously with adequate forces and shall complete the Work within the Contract time/by the Completion Date.
- 2.20. 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of payment application, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract is fully performed, the Owner will make payment in the manner provided in the Contract Documents.
- 2.21. Bid Bond:** Each bid shall as a guaranty of good faith on the part of the Offeror be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on

an approved national bank or trust company in the State of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful Offeror has ten calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages as defined in Section 2.24.

Each Offeror shall guarantee its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.22. Performance & Payment Bonds:** The Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). The Contractor shall also furnish any other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, the Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.23. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until final payment is made.
- 2.24. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten (10) Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.

2.25. Liquidated Damages for Failure to Meet Project Completion Schedule: If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal, or any other reason, the parties agree and stipulate that the Contractor shall pay Liquidated Damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply to delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract Liquidated Damages in the daily amount of **\$250.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard-to-quantify items such as additional engineering, inspection, and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, the Contractor shall certify in writing that the Work is fully complete. The final Completion date is the date by which the Contractor shall have fully completed all clean-up and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this Liquidated Damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor fails to pay said Liquidated Damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said Liquidated Damages; if retainage or other liquid funds are not available to pay said Liquidated Damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such Liquidated Damages. In addition, the City may withhold all, or any part of, such Liquidated Damages from any payment otherwise due to the Contractor.

Liquidated Damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other Contracts which were delayed or extended because the Contractor failed to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other Contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any Liquidated Damages.

The Contractor agrees that the City may use its forces or hire other parties to obtain Final Completion of the Work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.26. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. The Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, which are not authorized by the Owner or Owner's Project Manager.
- 2.27. 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 it from damage, injury, or loss. The Contractor shall erect and maintain, as required by existing safeguards for safety and protection, 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 by the Contractor, 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 shall make good such damage or injury in an acceptable manner.
- 2.28. 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 and shall be executed under the applicable conditions of the Contract documents. A Change Order 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.
- 2.29. Claims for Additional Cost or Time:** If the Contractor wishes to claim an increase in the Contract sum or an extension in the Contract time, it 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 proceed following 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.

- 2.30. Minor Changes in the Work:** The Owner shall have the 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.
- 2.31. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents following the specifications, or which order minor changes in the Work per the agreement, without change in the Contract sum or time. The Contractor shall conduct such Field Orders promptly.
- 2.32. 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 completed. 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 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 discovering 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 making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order 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.
- 2.33. 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 amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.34. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without prior written approval from the Owner.
- 2.35. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Offeror may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.36. Compliance with Laws:** The Offeror must comply with all federal, state, county, and local laws governing its service and the fulfillment of the Work for and on behalf of

the public. The Offeror hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing as required by law.

- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for 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.
- 2.38. Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this IFB.
- 2.39. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final 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 at least thirty (30) days past notification.
- 2.40. Employment Discrimination:** During the performance of any Work, the Offeror, by submitting a Bid, agrees to:
- 2.40.1.** 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 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.
 - 2.40.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor asserts that it is an Equal Opportunity Employer.
 - 2.40.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO."
- 2.42. 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 workers without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.

- 2.43. Ethics:** The Offeror/Contractor 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.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the products/materials from other sources and hold the Contractor responsible for any and all costs resulting in the fulfillment of this solicitation. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. 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 under the terms thereof.
- 2.46. 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.
- 2.47. 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, 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.
- 2.48. Nonconforming Terms and Conditions:** A bid response that includes terms and conditions that do not conform to the terms and conditions of this IFB is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its bid response before 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 Bid 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 Bids or irregularities of any kind which may tend to make the Bid 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 Bid preparation as may be required in the Solicitation Documents;
- (g) Submission of a Bid 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 Bid with any other bid or Contract; and
- (i) Failure to calculate Bid prices as described herein.

2.49. Evaluation of Bids and Offerors: The Owner reserves the right to:

- Reject any and all Bids,
- Waive any and all informalities,
- Take into account any prompt payment discounts offered by the Offeror,
- Negotiate final terms with the successful Offeror,
- Take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining the final award. And
- Disregard any and all nonconforming, nonresponsive, or conditional Bids.

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 Bids.

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 Bid and to establish the responsibility, qualifications, and financial ability of the Offeror, proposed subcontractors, and other persons and organizations to do the Work per the *Contract Documents* to the City's satisfaction within the Contract Time.

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

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

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

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

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.

2.50. Award of Contract: Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. If the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules that are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Offeror shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and ACORD Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City, and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Offeror's failure to sign and submit a Contract and other documents outlined in this Paragraph within the prescribed time shall be just cause of annulment of the award and forfeiture of the Bid Guaranty. The award of the Contract may then be made to the next qualified Offeror in the same manner as previously prescribed.

2.51. Ownership: All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Contractor for the project, shall become the property of the Owner. All information furnished by the Owner is and shall remain, the Owner's property.

2.52. 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 Owner.

- 2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). In no event shall the Owner be liable to the Contractor for any claims, damages, awards, and/or costs of defense 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.
- 2.54. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Governing Law:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court, 21st Judicial District, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission, and presentation of a bid in response to this solicitation are the responsibility of the Offeror and shall not be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.58. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado Law prohibits 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 Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).
- 2.59. Piggyback 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 will be required to abide by the specifications, terms, conditions, and prices established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its awards on its respective Purchase Orders through its purchasing office(s) or use its purchasing card(s) 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 "piggyback" on the Owner's solicitation.

Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

- 2.60. Keep Jobs in Colorado Act:** The Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% of Colorado labor to be employed on public works. The 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 the Contractor claims it is entitled to a waiver under C.R.S. §8-17-101(1), the 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 under C.R.S. §8-17-101(1), the 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. The 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).

2.60.1. "Public 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,
- (b) for which appropriate expenditure of money may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year.
- (c) Except for any project that receives federal money.

3.0. Statement of Work

3.1. General: The City is soliciting competitive pricing bids from qualified Contractors to procure a new fabric structure, and provide labor, equipment, and materials to deliver, and construct/erect/install the fabric structure as described and for the purposes stated herein. Contractors should verify all dimensions and scope of work before submitting bids.

3.2. Background: In response to the growing demand for sustainable waste management solutions and an increased commitment to environmental conservation, the City's recycling program has recently undergone significant expansion. This expansion aims to better meet the diverse recycling needs of our community and align with sustainability goals.

3.3. Special Conditions & Provisions:

3.3.1. Non-Mandatory Site Visit Meeting: Interested Contractors are strongly encouraged to attend a site visit/briefing on **October 9, 2023, at 9:00 a.m. at 333 West Ave, Unit C Grand Junction, CO 81501**. The purpose of the site visit meeting will be to inspect the work site and clarify this IFB if necessary. *Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum will modify this IFB.*

3.3.2. Questions Regarding Solicitation Process/Scope of Work:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

3.3.3. Project Manager: The Project Manager for the Project is Kyle Coltrinari, General Services Manager, who can be reached at (970) 254-3889 or by email at kylec@gjcity.org. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
General Services Department
Attn: Kyle Coltrinari
333 West Ave, Unit C
Grand Junction, CO 81501

3.3.4. Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. After Award, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

3.3.5. Affirmative Action: The Contractor is not required to submit a written Affirmative Action Program for this Project.

3.3.6. Pricing: Pricing shall be all-inclusive to include but not be limited to all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to project site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable to pay or otherwise for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, delay damages, etc.

3.3.7. Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to Municipal Services Campus, 333 West Ave, Unit C, Grand Junction, CO.

The Contractor must comply with all federal, state, and local rules, regulations, and requirements for providing such services.

3.3.8. Contractor Staging Area: The Awarded Contractor will coordinate with the Owner for the proposed project staging area (if required).

3.3.9. Equipment/Product/Materials Quantities: The Contractor is responsible for verifying measurements and determining the quantities of equipment, products, and materials necessary for the successful project completion.

3.3.10. Project Location: City of Grand Junction, Municipal Services Campus, 333 West Ave, Grand Junction, CO, 81501.

3.3.11. Contract: A binding Contract shall consist of (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.12, (3) the Offeror's response (bid) to the IFB, (4) clarification of the bid if any, and (5) the City's Purchasing Department's acceptance of the bid by "Notice of Award." 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 and other law as applicable.

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 Contractor and the City Contract Administrator or by a modified Purchase Order before the effective date of such modification. The Offeror 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.

- 3.3.12. Time of Completion:** The scheduled time of Completion for the Project is **90 Calendar Days** from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning outlined in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

Note: materials lead time for order and delivery will not count toward the 90 calendar days.

- 3.3.13. Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All Work shall be performed between the hours of 7:00 AM to 5:00 PM.

- 3.3.14. Licenses and Permits:** The Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at the Contractor's expense. See Section 2.11. The Contractor shall supply to the Owner all copies of finalized permits.

- 3.3.15. City Furnished Materials:** The City will furnish the following materials for the Project:

- None

- 3.3.16. City Authorized Representative(s):** Those authorized to represent the City include the Contract Administrator, Purchasing Division/Agent, and Project Manager.

- 3.3.17. Stockpiling Materials and Equipment:** All stockpiling/storage shall follow the General Contract Condition Section 51.

- 3.3.18. Schedule of Submittals:** The Contractor shall deliver these submittals at least two days before the pre-construction meeting:

- Project Schedule
- Manufacturer Specification Sheet for Fabric Structure
- Warranty

- 3.3.19. Excess Material:** All excess materials shall be disposed of following the General Contract Condition Section 50.

3.3.20. Incidental Items: Any item of Work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of Work, will be considered incidental to those items, and will be included in the cost of those items.

3.3.21. Work to be Performed by the City (Before Construction):

- Site work, foundation, paving, six (6) foot concrete block walls, and electrical.

3.4. Scope of Work: The Contractor shall undertake the following tasks for the purchase, delivery, and installation of a fabric structure to function as a tipping floor for recycled materials:

3.4.1. Fabric Structure Specifications: Procure a fabric structure with the following approximate dimensions: a minimum of 60-foot-wide by 100-foot-long by 24-foot center height with 12-foot side walls. Ensure the structure is designed to be installed on a six (6) foot-high concrete block wall foundation. All materials and components of the structure shall meet site-specific Building Code requirements and standards with appropriate workmanship.

The Contractor shall provide exact building specifications and drawings with the Bid submission for the Owner to construct the foundation and walls to the building's specifications.

Fabric Structure Minimum Specifications:

- Dimensions: Approximately 60'Wx100'Lx24'H with 12' side walls
- Material: White in color or similar shade, UV-resistant fabric with natural light penetration. Engineered to meet local conditions for snow load and wind speeds.
- Frame: Galvanized steel, engineered on-site meeting all building codes, e.g., International Building Codes and Mesa County Building Codes, City Planning, etc.
- Vents: Appropriate for building use.
- Doors:
 - Two (2) Man Doors (3'x7', aluminum) on each end
 - Two (2) roll-up type or equivalent garage doors (20'x20', front & rear)
 - One (1) opening (4'x4') to accommodate a conveyor belt

3.4.2. Compliance with Stock Dimensions: The Owner seeks a fabric structure with dimensions as close to “manufacturer stock” as possible while meeting the approximate minimum dimensions stated herein. Deviations from these dimensions should be minimal and clearly stated.

3.4.3. Installation: Safely deliver and install the fabric structure on-site, ensuring that is securely anchored and structurally sound. Provide all necessary equipment, materials, and labor for the installation.

3.4.4. Reinforced Opening for Conveyor Belt: Once the fabric structure is erected, create a reinforced 4’x4’ opening in the structure to accommodate a conveyor belt. Ensure the opening is designed and constructed to maintain the structural integrity of the fabric structure. The exact location and elevation are to be determined.

3.4.5. Compliance and Documentation: Ensure that the fabric structure, its installation, and the reinforced opening comply with all relevant local, state, and federal regulations, including Building Codes and safety standards. Provide documentation, including engineering plans, certifications, and other applicable document(s).

3.4.6. Warranty: Confirm the warranty coverage for the fabric structure and any additional materials or components installed and provide this information to the Owner. Fabric warranty to be 30 years, frame, and components 50 years.

Site work, foundation, paving, concrete block wall, and electrical shall be the responsibility of, and performed by, the Owner.

3.5. Attached Documents:

- None

3.6. Offeror Submittal Documents: For the Offeror’s convenience, the following is a list of forms/items to be submitted with the Offeror’s price bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Offeror’s responsibility to ensure all forms/items are submitted.

- Contractor’s Bid Form
- Price Bid Schedule
- Manufacturer’s Specification Sheet(s)
- Warranty information

3.7. IFB Tentative Time Schedule:

Invitation for Bids available
Non-Mandatory Site Visit Meeting

September 25, 2023
October 9, 2023

Inquiry Deadline, No questions after this date	October 17, 2023
Addendum Posted	October 19, 2023
Submittal deadline for Bids	October 25, 2023
Notice of Award & Contract Execution	November 1, 2023**
<i>**Unless City Council Approval is required**</i>	<i>**November 16, 2023**</i>
Bonding & Insurance Cert due	10 days after Award
Preconstruction meeting	To Be Determined
Work begins no later than	Receipt of Notice to Proceed
Final Completion	90-Calendar Days from the start date of Notice to Proceed
Holidays:	
Veteran's Day	November 10, 2023
Thanksgiving Day	November 23, 2023
Day After Thanksgiving Day	November 24, 2023
Christmas Day	December 25, 2023
New Year's Day	January 1, 2024
Martin Luther King Day	January 15, 2024
President's Day	February 19, 2024

4.0. Contractor's Bid Form

Bid Date: _____

Project: IFB-5299-23-KF "Fabric Structure"

Bidding Entity: _____

Name of Authorized Agent: _____

Agent Email: _____

Telephone Number: _____

Entity Address: _____

City: _____ **State:** _____ **Zip:** _____

The undersigned Offeror, in compliance with the Invitation for Bid, having examined the Instruction to Offeror(s), General Contract Terms and Conditions, Statement of Work, Specifications, and any 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 following the 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 Bid Submittal Form is a part.

The undersigned Offeror 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 Offerors, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

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

The Owner reserves the right to make the award based on 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 establishes a new thirty-day (30) period.

Prices in the bid response have not knowingly been disclosed with another provider and will not be before the award.

- Prices in this bid response have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or entity to submit a bid response to restrict competition.

- The individual signing this bid response certifies it is a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the bid concerning 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 will be added to the submitted bid 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 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 Offeror acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

The Offeror is responsible for ensuring all Addenda have been received and acknowledged.

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

Print Full Entity Name: _____

Authorized Signature: _____

Print Name of Signatory: _____

Title of Signatory: _____

PRICE BID SCHEDULE
IFB-5299-23-KF "Fabric Structure"

Offeror must submit the entire Form completed, dated, and signed.

Item No.	Description	Total Bid Price
1	Labor, equipment, and materials to deliver, and construct/erect/install a new Fabric Structure, per the solicitation documents.	

Total Bid Price Written:

_____ dollars.

Provide manufacture specification fabric structure: _____.

Provide estimated lead time for materials: _____.

Warranty (please specify warranty provided) for fabric, frame & components: _____.

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

Print Full Entity Name: _____

Authorized Signature: _____

Print Name of Signatory: _____

Title of Signatory: _____