



CHANGE ORDER

Number 1

Date: October 20, 2023
To: Monmouth Solutions, Inc.
From: City of Grand Junction, General Services Department
Project: **City Dumpsters IFB-5265-23-KH**
P.O.: **2023-0000254**

It is agreed to modify the Contract for the Project as follows:
Change Order #1 increases Monmouth Solutions cost to provide and deliver the City's dumpsters from the new manufacturer. The old manufacturer pushed out production due to U.S. Defense orders taking priority.

Summary of Contract price adjustments:

Original Contract Amount	\$ 142,995.00
Approved Change Orders to Date	\$ 0.00
This Change Order	<u>\$ 30,000.00</u>
Revise Contract Amount	\$ 172,995.00

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Created by: DocuSigned by: Kassy Hackett 10/20/2023
7038F221B7933500...
Kassy Hackett, Buyer

Approved by: DocuSigned by: Jay Valentine 10/23/2023
US8A36D35E1D9B7...
Jay Valentine, General Services Director

Approved by: DocuSigned by: Greg Caton 10/23/2023
2F1E210C9736492...
Greg Caton, City Manager

Contractor: Monmouth Solutions, Inc.

Approved by: DocuSigned by: John Mercuri 10/20/2023
043D93995AE047F...
John Mercuri

CEO

Re: City Dumpsters Update

John Mercuri <jj@monmouthsolutions.com>

Mon 10/16/2023 1:54 PM

To: Kassy Hackett <kassyh@gjcity.org>

Cc: Tony Martinez <tonym@gjcity.org>; Jerod Timothy <jerodt@gjcity.org>; Anthony Farelli <anthony@monmouthsolutions.com>; Michael Mercuri Jr. <mtm@monmouthsolutions.com>

1 attachments (12 KB)

Screenshot 2023-10-16 155042.png;

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Good Afternoon,

As discussed on our phone call, our manufacturer is waiting for a green light from his POC in the government to disclose the nature of their business in regards to the slowed production. I was able to have him put something in writing, but he asked that I leave out his name, company info, and any specific details regarding their business until he is sure that it will not cause any disruptions in their ongoing contracts.

It is not our place to speak on their business, and we hope that you can understand the situation that places us in. For now, he has allowed us to relay the email below, with specific instructions to crop the photo as a screengrab as opposed to forwarding the message as a whole to ensure he does not get himself in any trouble. If this is not enough to move forward, we will await a response from their government clients to allow them to disclose the nature of their business.

We are fully committed to completing this project for you and hope to still get that opportunity, but we fully understand if you need to move on due to the time-sensitive nature of this project. We are in an odd position here and would like to proceed cautiously to avoid any potential conflict between our manufacturer and their clients.

Please feel free to contact us with any questions or concerns.

Thank you!

On Thu, Oct 12, 2023 at 11:47 AM John Mercuri <jj@monmouthsolutions.com> wrote:

Good Morning,

Thank you for the call today and for your understanding of this ongoing situation. I have called our manufacturer and left a message to see what they can get us in regards to a letter explaining their reasoning for pausing production, and I will relay that information as soon I receive it.

Date: Mon, Oct 16, 2023 at 3:14 PM

DocuSign Envelope ID: 67AB0F35-223A-4885-B78A-61FB41B7EA78

Subject: RE:

To: Anthony Farelli <anthony@monmouthsolutions.com>

Good Afternoon,

Right now we are 24 weeks out on production due to the amount of orders that we have received, and supply and demand.

In the meantime, I am going to provide you with an updated quote to depict our current pricing. This new manufacturer was willing to honor the same pricing we originally were quoted, but they do not provide freight. We completely understand if you are unable to accept a new proposal, and we appreciate the opportunity to resubmit.

Again, we thank you for your understanding during this unique situation.

On Wed, Oct 11, 2023 at 3:01 PM John Mercuri <jj@monmouthsolutions.com> wrote:

Good Afternoon,

I am writing to provide an update on the contract we were awarded for dumpster supply approximately a month ago. Since the contract was awarded, a series of unprecedented global events have significantly impacted our ability to fulfill our contractual obligations as originally planned.

The primary challenge we are currently facing is related to our regularly used steel manufacturer/welder, which has been inundated with orders from various U.S. defense entities in the past few weeks. This sudden surge in demand has resulted in a delay in our project's progress. Despite our best efforts to expedite the manufacturing process, our manufacturer has had to prioritize their defense-related contracts, leading to an unfortunate postponement of our own project. We had requested our deposit be returned from our manufacturer due to this situation.

In response to this situation, we have explored alternative options, including sourcing from other manufacturers. However, we have encountered unexpected costs associated with this transition. It has become evident that engaging another manufacturer would require us to deviate from the pricing structure outlined in our original bid. Although we can still provide these well under the price of the next bidder using another manufacturer, we understand the importance of maintaining a fair and equal procurement process.

In the interest of transparency and fairness to all bidders, we wish to discuss two potential solutions: Moving to the next responsive bidder, or allowing us to resubmit our proposal.

We understand that these options may introduce inconveniences and complexities, and we sincerely regret any disruptions this may cause. Please be assured that we have been diligently working to find alternate solutions to this. Having successfully completed over 100 contracts for Government entities across the nation, we have never had something like this occur.

We appreciate your understanding and cooperation in this matter. We are committed to maintaining open communication and finding a resolution that serves the best interests of all parties involved. If you require any additional information or would like to discuss this matter further, please do not hesitate to reach out to us.

We look forward to your guidance and a productive conversation to ensure the successful continuation of this contract.

Thank you.

--

Very Respectfully,



John Mercuri

CEO

C: 978-735-3855

Monmouth Solutions, Inc

Revolutionizing Government Procurement, One Solution at a Time!

UEI: E474YENAVPB7 | CAGE: 9DMG0 |
SDVOSB CERT #: VSBC-52457208749



MONMOUTH SOLUTIONS PROPOSAL

REVOLUTIONIZING GOVERNMENT
PROCUREMENT, ONE SOLUTION AT A TIME.





MONMOUTH
SOLUTIONS
INC.

ABOUT US

Monmouth Solutions, INC is a Service-Disabled Veteran owned Small Business that was formed in 2022 with a focus on logistic coordination, disaster relief, metal/steel manufacturing, equipment rentals, and much more. As a disabled veteran owned business, we know firsthand how important it is for vendors to offer fast, effective, and efficient products and services to the Federal Government. Monmouth Solutions consists of industry leaders with almost a century of combined experience. Our focus is providing effective products and services at the best price. Members of Monmouth have provided services to just about every sector of the federal government. These include but are not limited to the Armed Forces, DHS, VA, and GSA.

CORE COMPETENCIES

- Trailer Manufacturing
- Logistic Support
- Disaster Relief
- Mobile Office Solutions
- Mobile Housing Solutions
- Lodging Solutions
- PPE Procurement
- Disaster Product Procurement

POINTS OF CONTACT

John Mercuri

CEO

jj@monmouthsolutions.com

978-427-4755

Michael Mercuri

Owner

michael@monmouthsolutions.com

617-593-1686

NAICS

336214 - Travel Trailer and Camper Manufacturing

333120 - Construction Machinery Manufacturing

336212 - Truck Trailer Manufacturing

532412 - Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing

532490 - Other Commercial and Industrial Machinery and Equipment Rental and Leasing

541611 - Administrative Management and General Management Consulting Services

561730 - Landscaping Services

721110 - Hotels (except Casino Hotels) and Motels

722320 - Caterers

811310 - Commercial and Industrial Machinery and Equipment (Except Automotive and Electronic) Repair and Maintenance

336211 - Motor Vehicle Body Manufacturing

PAST PERFORMANCE

- Enclosed Trailers (DOT, DOI, BLM)
- Dumpster and other refuse container manufacturing (D.O.E)
- Logistical solutions (BLM, DOT)
- Boats and trailers (BLM)
- Rental of Heavy equipment (BLM, DOD)
- Rental of Mobile office space (DOT, DOI)
- COVID-19 relief (FEMA)
- Hurricane Ian Relief (FEMA)





UEI: E474YENAVPB7 | **CAGE:** 9DMG0

MONMOUTH SOLUTIONS PROPOSAL

“City Dumpsters”

Solicitation #: IFB-5265-23-KH

Monmouth Solutions will provide and deliver one hundred five (105) dumpsters that meet all the requested/following specifications to the location(s) requested by the buyer:

Description

Containers shall be sloped top type, manufactured with a minimum of 12-gauge side walls and 10-gauge floor with full inseam weld. Bottom shall incorporate a minimum of (3) three, 1 X 3 channel runners elevating the bottom from the ground. Containers shall have one lifting eye centered on the outside of each side of the container for maintenance lifting purposes.

Containers shall be equipped with Bar-Lock style manual lock bar assemblies installed. Locking tab shall be mounted on the left side of the dumpster. Please do not install a chain.

Lifting system shall be Lodal A-Frame style. No side pockets. (Contact Lodal or City of Grand Junction for specifications). Add 3" X 3/8" plate at top of A-frame to facilitate triangle hook up. (Check with Alex). Pockets are to be added to all front load dumpsters as well.

Containers shall be reinforced with a full width 3/8 inch thick, 2 X 4-inch minimum channel or tube steel across the front top of the container where the top of A-Frame attaches. This channel or box shall be fully welded and attached to the framework of the container. The ends of the channel shall be welded to a 4 x 12 inch, 1/4 inch thick plate continuously welded to the side panel of the dumpster. This channel is to prevent bowing of the container when being serviced.

2-yard front load containers shall be supplied with 2-inch spacers in addition to 2X6 tubing welded on the bottom, flush with the front and extending 8 inches beyond the rear of the dumpster to improve the stability and height of the dumpster. Swivel type castors shall be attached with quick change pads flush with the outer edge of the tubing. Non swivel type castors are unacceptable.

All containers shall be supplied with single wall plastic lids and metal hardware. Lid brackets shall be installed so there is a 1-inch overhang of the lid on the front of the dumpster.

All dumpsters shall have full width 2-inch X 3/16-inch tube or channel bracing supporting the lid hinge area. All dumpsters shall have lifting brackets installed on the sides at the balance point, large enough for access of 3/8 inch chain and hook.

UPDATED PRICING/LEAD TIMES

Our original proposal mentioned free delivery, as our regular manufacturer typically offers free delivery for orders over \$100k in value. Our new supplier is charging us \$30,000 to deliver all (105) units to Grand Junction, CO.

The cost of the dumpsters will remain the same as the original plus \$30,000.00 for delivery.

NEW TOTAL: \$172,995

**Including all units, delivery, and any other fees.
Delivery: They are stating initial delivery will take place right around 30 days after an order, and all units delivered within 60-90 days.**

Company POC:

Anthony Farelli

(978) 382 - 7099

anthony@monmouthsolutions.com

93 Butman Rd, Lowell, MA 01852

Cage: 9DMG0

UEI: E474YENAVPB7

SDVOSB: VSBC-52457208749



**Purchase Order
No. 2023-00000156**

DATE 03/14/2023

Ph. (970) 244-1546

Fax

Ship To City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Bill To City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501


Vendor **VENDOR NO. 10109**
Monmouth Solutions, Inc.
93 Butman Road
LOWELL, MA 01852

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid .Allow
Payment Terms: Net 30 Days
Buyer Name: Kassandra Hackett
Buyer Email: kassyh@gjcity.org

Award for IFB-5196-23-KH.

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	PARKS AND RECREATION EQUIPMENT AND SUPPLIES - Conex Storage Units 100-710-385-380.7900 - Operating Equip 37,397.00 ZDCJ-CPTST23	37,397.0000	\$37,397.00
PURCHASE ORDER TOTAL				\$37,397.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: 



Purchasing Division

Invitation for Bid

IFB-5196-23-KH
Shipping Container (Qty. 5)

Responses Due:

February 23, 2023 prior to 2:00 PM Local Time

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-
Purchasing www.bidnetdirect.com/colorado

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

Purchasing Representative:

Kassy Hackett, Buyer

kassyh@gjcity.org

Phone (970) 244-1546

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

Invitation for Bids

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Bid Form
	Price Proposal/Bid Schedule Form

1. Instructions to Bidders

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that 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. that are associated with the solicitation process and project/Work being solicited.

- 1.1. 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:

Kassy Hackett, Buyer
kassyh@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) 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 project, or Purchasing Division. Other communication may result in disqualification.

- 1.2. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide and deliver five (5) new shipping containers. All specifications and scope of work should be verified by Bidders prior to submission of bids.
- 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 Firms, 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 that various instructions are in conflict, the Firm(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.5. Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6. Submission:** See section 4.0 for Preparation and Submittal Terms. Bids be formatted as directed in Section 4.0. Submittals that fail to follow this format may be ruled non-responsive.

Solicitation Opening, Shipping Container (Qty. 5) IFB-5196-23-KH
Feb 23, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/618950325>

You can also dial in using your phone.
Access Code: 618-950-325
United States: +1 (872) 240-3412
- One-touch: tel:+18722403412,,618950325#

Join from a video-conferencing room or system.
Meeting ID: 618-950-325
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 618950325@67.217.95.2 or 67.217.95.2##618950325

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

- 1.7. **Modification and Withdrawal of Bids 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.

A bid must be firm and valid for award and may not be withdrawn or cancelled by the Firm for sixty (60) days following the submittal deadline date, and only prior to award.

- 1.8. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

The Firm 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 Firm, Firm's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall 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 Firm's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Firm'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, emailed, or facsimile bid will be considered

1.10. Contract Documents: The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.

1.11. Examination of Specifications: Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Firm shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- e. 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 Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.

1.13. Addenda & Interpretations: If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically 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 Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.

1.14. Taxes: The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

- 1.15. Sales and Use Taxes:** The Firm and all Subcontractors are 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 otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.17. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Firm taking exception to the specifications does so at the Firm's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Firm 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 Firm has not taken exceptions, and if awarded a Contract shall hold the Firm responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.18. Collusion Clause:** Each Offeror by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future bids for the same service or commodities for participants in such collusion.
- 1.19. Disqualification of Bidders:** 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.

Bidders may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project bid 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 Bidder 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 Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.
- 1.20. Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or sub-contractors 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.

- 1.21. **Public Opening:** Bids shall be opened in a virtual meeting immediately following the bid deadline. Offerors, its representatives and interested persons may be present. Only the name(s) and business address of the Offeror(s) will be disclosed.

2. 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 Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.2. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local 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 intention of the Contract Documents is to include all labor, materials, equipment, Work 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, Owner property. It's not to be used on any other project.
- 2.3. **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.
- 2.4. **Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. **Warranty:** The Firm warrants to the Owner that all 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 materials and equipment not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If

within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Firm's expense.

2.6. Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to 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: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

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

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

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

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

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest's provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner,

its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

- 2.7. Indemnification:** Firm 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 Firm, or of any Firm's agent, employee, sub-Firm or supplier in the execution of, or performance under, any Contract which may result from bid award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.8. Miscellaneous Conditions:** Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that Work performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.
- 2.9. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of product/material receipt. The date of commencement of the Contract is the date established in the Contract Documents.
- 2.10. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm 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 application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of Work in the applicable community. The Work to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.11. Protection of Persons & Property:** The Firm 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. Firm 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 Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, 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.

- 2.12. 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 amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.13. Assignment:** The Firm 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.
- 2.14. 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.
- 2.15. Compliance with Laws:** Responses must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Service(s) for and on behalf of the public. Firm 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, required by law.
- 2.16. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after Contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “**Confidential Disclosure**” and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire bid, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Invitation for Bid.
- 2.18. 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 days past notification.

2.19. Employment Discrimination: During the performance of any Work per agreement with the Owner, the Firm, agrees to:

2.19.1. 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.19.2. In all solicitations or advertisements for employees placed by or on behalf of the Firm, that the Firm is an Equal Opportunity Employer.

2.19.3. 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.

2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Firm certifies that it does not and will not during the performance of the Contract employ Service(s)er without authorization Work or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

2.21. Ethics: The Firm 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.

2.22. Failure to Deliver: In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Work from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Work and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

2.23. 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.

2.24. Force Majeure: The Firm 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 Firm, unless otherwise specified in the Contract.

- 2.25. Independent Firm:** The Firm shall be legally considered an independent Firm and neither the Firm 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 Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Service(s)ers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Firm to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.28. Patents/Copyrights:** The Firm 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 Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.29. Remedies:** The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.30. Governing Law:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.31. Expenses:** Expenses incurred in preparation, submission and presentation of a response to this Solicitation are the responsibility of the Firm and cannot be charged to the Owner.
- 2.32. 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.
- 2.33. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners 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 will be subject to and provide a non-appropriation of funds clause.

2.34. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid 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 its own awards on its respective Contract/Purchase Orders through its Purchasing Office or use its 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 its specific delivery and invoicing instructions.

2.35. Definitions:

2.35.1. The term “Work” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.35.2. “City” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative. Based on such observations and the Firm’s Application for Payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which 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 authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can be then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm, and sub-Firm, or any of its agents or employees, or any other persons performing any of the Service(s).

2.35.3. “Firm” is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

2.35.4. “Sub-Contractor is a person or organization who has a direct Contract with the Firm to perform any of the work at the site. The term sub-contractor is referred to throughout the Contract documents and means a sub-contractor or its authorized representative.

3. Specifications and Special Conditions & Provisions

- 3.1. **General:** The City of Grand Junction is accepting competitive pricing, from qualified and interested companies, to supply and deliver **five (5) new shipping containers that meet the specifications listed in Section 3.2 “Specifications”.**

Delivery costs of the product to the City of Grand Junction must be included in the bid price.

- 3.2. **Specifications:**

Dimensions:

	Exterior			Interior			Door Opening	
	Length	Width	Height	Length	Width	Height	Width	Height
20' Standard Dry Container	20'	8'	8' 6"	19' 3"	7' 8"	7' 9.875"	7' 8"	7' 5"
40' Standard Dry Container	40'	8'	8' 6"	39' 5"	7' 8"	7' 9.875"	7' 8"	7' 5"
Add Alternates:								
20' High Cube Dry Container	20'	8'	9' 6"	19' 3"	7' 8"	8' 10"	7' 8"	8' 5.5"
40' High Cube Dry Container	40'	8'	9' 6"	39' 5"	7' 8"	8' 10"	7' 8"	8' 5.5"
40' Side Open Container	40'	8'	9'6"	39'5"	7'8"	8'9"	38'8"	7'7"

Lock Protection:

The City is requesting the following design for protecting any door that locks on the containers.



- 3.3. **Special Conditions & Provisions:**

3.3.1. **Materials Specifications Sheet:** Bidders shall supply materials specifications sheets for all products proposed for bid, **with their bid submittals.**

3.3.2. **Rejection of Products/Supplies:** The City of Grand Junction reserves the right to return products/supplies due to product flaws and/or not meeting

specifications. Judgment of non-conformity will be at the discretion of the City of Grand Junction Project Manager.

3.3.3. Delivery Schedule: The City is hoping to receive the containers by March 20th. See Price Bid Schedule to state lead times.

3.3.4. Delivery Location: The order of materials shall be delivered to 2529 High Country Court, Grand Junction, CO. 81501

There may be alternate delivery addresses within 5 miles of the address provided.

****Please call before delivery to verify proper location of material drop.** Randy Coleman, 970-254-3821.**

3.3.5. Estimated Quantities: The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated Contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.

3.3.6. Minimum Order Quantities: The bidder shall not establish a minimum order quantity for items under contract.

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 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 shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The purchase order number

- The name of the article and stock number
- The quantity ordered
- The quantity shipped
- The quantity back ordered
- The name of the vendor(s)

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

- **Firm's Bid Form**
- **Price Bid Schedule**
- **Materials Specification Sheets**

3.5. IFB Tentative Time Schedule:

- | | |
|--|-------------------|
| • Invitation for Bids available | February 1, 2023 |
| • Inquiry deadline, no questions after this date | February 15, 2023 |
| • Addendum issued, if needed | February 16, 2023 |
| • Response Deadline | February 23, 2023 |
| • Purchase Order executed | March 2, 2023 |

3.6. Questions Regarding Scope of Work:

Kassy Hackett, Buyer
kassyh@gjcity.org

4. Firm's Bid Form

Bid Date: _____

Project: IFB-5196-23-KH "Shipping Container (Qty. 5)"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

The undersigned Bidder, 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 Contractor's Bid Form is a part.

The undersigned Firm 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 Firm 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 Firm 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 firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies it is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the 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 Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged. *By signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

Price Bid Schedule: Shipping Container (Qty. 5) IFB-5196-23-KH

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	20' Standard Dry Container	2.	EA	\$ _____	\$ _____
2	60" 152 Degree Elbow (RCP)	3.	EA	\$ _____	\$ _____

Bid Amount: \$ _____

Bid Amount: _____ **dollars**

Lead Times:

Add Alternates:

Item No.	Description	Quantity	Units	Unit Price
AA1	20' High Cube Dry Container	1.	EA	\$ _____
AA2	40' High Cube Dry Container	1.	EA	\$ _____
AA3	40' Side Open Container	1.	EA	\$ _____

Lead Times:



Purchasing Division

ADDENDUM NO. 1

DATE: February 6, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Shipping Container (Qty. 5) IFB-5196-23-KH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q:** It appears the Statement of Work and the Bid Form are asking for two different things. The Bid Form has Quantity 2 20' Standard Dry Containers, 1 20' High Cube, 1 40' High Cube, and 1 40' Side Open Container. If we could clarify if you need 2 standard 20' containers or 1 20' & 1 40' standard containers that would be great.

A: The City is requesting pricing for two 20' Standard Dry Containers and three 40' Standard Dry Containers. The City is also requesting add alternate pricing for a 20' High Cube Dry Container, 40' High Cube Dry Container, and 40' Side Open Container.

2. **Q:** Also, I see that you are requesting 3 60" 152 Degree Elbow (RCP). Unfortunately, I am not certain what this refers to. Do you happen to have pics or specs on these so we can determine pricing?

A: This was a typo on the City's part. **The Firm shall provide pricing on the updated addendum 1 price bid schedule attached.**

3. **Q:** Can you clarify page 18, Price Bid Schedule, Item #2: 60" 152 Degree Elbow (RCP) Quantity 3ea. I believe your talking about the open sided container door that is part of the container. Are you wanting 3 additional doors?

A: Please refer to the answer to Question 2.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "K Hackett".

Kassy Hackett, Buyer
City of Grand Junction, Colorado

Price Bid Schedule: Shipping Container (Qty. 5) IFB-5196-23-KH (Addendum 1)

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	20' Standard Dry Container	2.	EA	\$ _____	\$ _____
2	40' Standard Dry Container	3.	EA	\$ _____	\$ _____

Bid Amount: \$ _____

Bid Amount: _____ dollars

Lead Times:

Add Alternates:

Item No.	Description	Quantity	Units	Unit Price
AA1	20' High Cube Dry Container	1.	EA	\$ _____
AA2	40' High Cube Dry Container	1.	EA	\$ _____
AA3	40' Side Open Container	1.	EA	\$ _____

Lead Times:

4. Firm's Bid Form

Bid Date: 2/22/2023

Project: IFB-5196-23-KH "Shipping Container (Qty. 5)"

Bidding Company: Monmouth Solutions, Inc.

Name of Authorized Agent: Anthony Farelli

Email anthony@monmouthsolutions.com

Telephone (978) 382-7099 Address 93 Butman Rd

City Lowell State MA Zip 01852

The undersigned Bidder, 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 Contractor's Bid Form is a part.

The undersigned Firm 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 Firm 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 Firm 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 firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies it is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A 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 Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged. By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Monmouth Solutions, Inc.

Authorized Signature: Anthony Farelli

Title: Sales Coordinator



Purchasing Division

ADDENDUM NO. 1

DATE: February 6, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Shipping Container (Qty. 5) IFB-5196-23-KH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- Q:** It appears the Statement of Work and the Bid Form are asking for two different things. The Bid Form has Quantity 2 20' Standard Dry Containers, 1 20' High Cube, 1 40' High Cube, and 1 40' Side Open Container. If we could clarify if you need 2 standard 20' containers or 1 20' & 1 40' standard containers that would be great.

A: The City is requesting pricing for two 20' Standard Dry Containers and three 40' Standard Dry Containers. The City is also requesting add alternate pricing for a 20' High Cube Dry Container, 40' High Cube Dry Container, and 40' Side Open Container.

- Q:** Also, I see that you are requesting 3 60" 152 Degree Elbow (RCP). Unfortunately, I am not certain what this refers to. Do you happen to have pics or specs on these so we can determine pricing?

A: This was a typo on the City's part. **The Firm shall provide pricing on the updated addendum 1 price bid schedule attached.**

- Q:** Can you clarify page 18, Price Bid Schedule, Item #2: 60" 152 Degree Elbow (RCP) Quantity 3ea. I believe your talking about the open sided container door that is part of the container. Are you wanting 3 additional doors?

A: Please refer to the answer to Question 2.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Handwritten signature of Kassy Hackett in black ink.

Kassy Hackett, Buyer
City of Grand Junction, Colorado

Handwritten signature of Amy Fowles in black ink.

Price Bid Schedule: Shipping Container (Qty. 5) IFB-5196-23-KH (Addendum 1)

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	20' Standard Dry Container	2.	EA	\$ <u>5800.00</u>	\$ <u>11,600.00</u>
2	40' Standard Dry Container	3.	EA	\$ <u>8599.00</u>	\$ <u>25,797</u>

Bid Amount: \$ 37,397.00

Bid Amount: \$ 37,397.00 / tot **dollars**

Lead Times: 60-90 days ARO

Add Alternates:

Item No.	Description	Quantity	Units	Unit Price
AA1	20' High Cube Dry Container	1.	EA	\$ <u>7,000.00</u>
AA2	40' High Cube Dry Container	1.	EA	\$ <u>7,500.00</u>
AA3	40' Side Open Container	1.	EA	\$ <u>15,000</u>

Lead Times: 60-90 days ARO

UEI: E474YENAVPB7 | CAGE: 9DMG0



MONMOUTH SOLUTIONS PROPOSAL

RAPID. EFFECTIVE. EFFICIENT





**MONMOUTH
SOLUTIONS
INC.**

ABOUT US

Monmouth Solutions, INC is a Service-Disabled Veteran owned Small Business that was formed in 2022 with a focus on logistic coordination, disaster relief, metal/steel manufacturing, equipment rentals, and much more. As a disabled veteran owned business, we know firsthand how important it is for vendors to offer fast, effective, and efficient products and services to the Federal Government. Monmouth Solutions consists of industry leaders with almost a century of combined experience. Our focus is providing effective products and services at the best price. Members of Monmouth have provided services to just about every sector of the federal government. These include but are not limited to the Armed Forces, DHS, VA, and GSA.

CORE COMPETENCIES

- Trailer Manufacturing
- Logistic Support
- Disaster Relief
- Mobile Office Solutions
- Mobile Housing Solutions
- Lodging Solutions
- PPE Procurement
- Disaster Product Procurement

POINTS OF CONTACT

John Mercuri

CEO

jj@monmouthsolutions.com

978-427-4755

Michael Mercuri

Owner

michael@monmouthsolutions.com

617-593-1686

NAICS

332994 - Small Arms, Ordnance, and Ordnance Accessories Manufacturing

333120 - Construction Machinery Manufacturing

336212 - Truck Trailer Manufacturing

532412 - Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing

532490 - Other Commercial and Industrial Machinery and Equipment Rental and Leasing

541611 - Administrative Management and General Management Consulting Services

561730 - Landscaping Services

721110 - Hotels (except Casino Hotels) and Motels

722320 - Caterers

811310 - Commercial and Industrial Machinery and Equipment (Except Automotive and Electronic) Repair and Maintenance

336211 - Motor Vehicle Body Manufacturing

PAST PERFORMANCE

- Enclosed Trailers (DOT, DOI, BLM)
- Dumpster and other refuse container manufacturing (D.O.E)
- Logistical solutions (BLM, DOT)
- Boats and trailers (BLM)
- Rental of Heavy equipment (BLM, DOD)
- Rental of Mobile office space (DOT, DOI)
- COVID-19 relief (FEMA)
- Hurricane Ian Relief (FEMA)



FEMA



US Army Corps
of Engineers.





UEI: E474YENAVPB7 | **CAGE:** 9DMG0

MONMOUTH SOLUTIONS PROPOSAL

“Shipping Container (Qty. 5)”

SOLICITATION #: IFB-5196-23-KH

Monmouth Solutions will provide and deliver (5) total shipping containers that meet all the following specifications to the location requested by the buyer:

	Exterior			Interior			Door Opening	
	Length	Width	Height	Length	Width	Height	Width	Height
20' Standard Dry Container	20'	8'	8' 6"	19' 3"	7' 8"	7' 9.875"	7' 8"	7' 5"
40' Standard Dry Container	40'	8'	8' 6"	39' 5"	7' 8"	7' 9.875"	7' 8"	7' 5"
Add Alternates:								
20' High Cube Dry Container	20'	8'	9' 6"	19' 3"	7' 8"	8' 10"	7' 8"	8' 5.5"
40' High Cube Dry Container	40'	8'	9' 6"	39' 5"	7' 8"	8' 10"	7' 8"	8' 5.5"
40' Side Open Container	40'	8'	9' 6"	39' 5"	7' 8"	8' 9"	38' 8"	7' 7"

Lock Protection:

The City is requesting the following design for protecting any door that locks on the containers.



We are proposing (5) new, beige in color units that are being carefully examined to meet all your requested specifications. Please feel free to reach out with any further detailed questions (warranty, delivery, manufacturing, etc).

Price for (2) Standard 20' Containers:

- \$5,800.00/ea
- \$11,600.00/tot

Price for (3) Standard 40' Containers:

- \$8,599.00/ea
- \$25,797.00/tot

Price for (5) Standard Containers:

- **\$37,397.00/tot**

ALL DELIVERY AND OTHER FEES INCLUDED

ESTIMATED DELIVERY: 60-90 days ARO

Price for 20' High Cube Container:

- \$7,000.00/ea

Price for 40' High Cube Container:

- \$7,500.00/ea

Price for 40' Side Open Container:

- \$15,000.00/ea

Company POC:

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93 Butman Rd, Lowell, MA 01852

Cage: 9DMG0

UEI: E474YENAVPB7

SDVOSB (awaiting certification from SBA but have all required documents as proof)

