



Invitation for Bid

IFB-5318-23-KF

24" MJ Gate Valve (Qty. 2)

Responses Due:

November 2, 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 1.8.

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970.244.1513

Invitation for Bid

Table of Contents

Section 1.0	Instructions to Offerors
Section 2.0	General Contract Conditions
Section 3.0	Statement of Work
Section 4.0	Bid Form Bid Schedule Form

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/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. Purpose:** The City of Grand Junction, CO (City) is soliciting competitive pricing bids from qualified vendor(s) to supply and deliver two (2) 24-inch MJ x MJ Gate Valves with pipeline components as described and for the purposes stated herein. Offerors should verify all specifications and scope of work before submitting a bid response.
- 1.5. Owner:** The "Owner" is the City and its authorized representative(s) used throughout this Solicitation.
- 1.6. 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.
- 1.7. Procurement Process:** The current version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this solicitation.
- 1.8. 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. 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.

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

24” MJ Gate Valve (Qty. 2), IFB-5318-23-KF
November 2, 2023, 2:00 – 2:30 PM (America/Denver)

Please join the meeting from a computer, tablet, or smartphone.
<https://meet.goto.com/343488141>

Dial in using a phone.
Access Code: 343-488-141
United States: [+1 \(571\) 317-3112](tel:+15713173112)

Join from a video-conferencing room or system.
Meeting ID: 343-488-141
Dial in or type: **67.217.95.2** or inroomlink.goto.com
Or dial directly: [343488141@67.217.95.2](tel:+134348814167217952) or **67.217.95.2##343488141**

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

- 1.9. 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.
- 1.10. Printed 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.

- 1.11. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.12. **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>.
- 1.13. **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:
 - (a) Examine the *Contract Documents* thoroughly;
 - (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.
- 1.14. **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.

- 1.15. 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.
- 1.16. 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.
- 1.17. Sales and Use Taxes:** The Vendor 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.
- 1.18. 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.
- 1.19. 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.
- 1.20. 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.
- 1.21. 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.

1.22. 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

- 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. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Offeror. By executing the Contract, the Offeror 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.
- 2.3. **The Owner:** The Owner is the City and is referred to throughout the Contract Documents. The term Owner means the Owner or authorized representative.
- 2.4. **Vendor:** The Vendor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Vendor means the Vendor or its authorized representative(s). The Vendor must thoroughly review the Contract Documents, promptly reporting any errors or inconsistencies to the Owner. The Vendor is not liable to the Owner for any damage(s) resulting from such issues and must seek clarification before commencing Work.
- 2.5. **Warranty:** The Vendor 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 Vendor shall furnish satisfactory evidence as to the kind and quality of products, materials, and equipment. If within ten (10) days after written notice to the Vendor requesting such repairs or replacement, the Vendor should neglect to make or undertake with due diligence to the same, the Owner may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Vendor's expense.
- 2.6. **Indemnification:** The Vendor shall defend, indemnify, and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Vendor, or of any Vendor's agent, employee, subcontractor or supplier in the

execution of, or performance under, any Contract which may result from bid award. The Vendor shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.

- 2.7. Miscellaneous Conditions: Material Availability:** The Vendor 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.
- 2.8. Time:** The Contract Time is the period allotted in the Contract Documents for completion of the product/material receipt. The date of commencement of the Contract is the date established in the Contract Documents.
- 2.9. Payment & Completion:** The Contract Sum, as specified in the Contract, represents the total payment due from the Owner to the Vendor for the products/materials under the Contract Documents. Upon receipt of the products/materials or written notice that the products/materials are ready for final inspection and acceptance, along with the payment application, the Owner's Project Manager will conduct a timely inspection. If the products/materials conform to the Contract Documents and the Contract is complete, payment will be made following the terms specified in the Contract Documents.
- 2.10. Protection of Persons & Property:** The Vendor 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 Vendor 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 Vendor in the execution of the Work, or in consequence of the non-execution thereof by the Vendor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.12. Assignment:** The Vendor 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.
- 2.13. 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.

- 2.14. 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.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Vendor for the Work to be done, or information that comes to the attention of the Vendor during the course of performing such Work, is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this IFB.
- 2.17. 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.
- 2.18. Employment Discrimination:** During the performance of any Work, the Offeror, by submitting a Bid, agrees to:
- 2.18.1.** 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 Vendor. The Vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.18.2.** In all solicitations or advertisements for employees placed by or on behalf of the Vendor, the Vendor asserts that it is an Equal Opportunity Employer.
 - 2.18.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.19. Affirmative Action:** In executing a Contract with the City, the Vendor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO."
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Vendor certifies that it does not and will not during the performance of the Contract employ workers without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.

- 2.21. Ethics:** The Offeror/Vendor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.22. Failure to Deliver:** In the event of failure of the Vendor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work (products/materials) from other sources and hold the Vendor 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.
- 2.23. 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 under the terms thereof.
- 2.24. Force Majeure:** The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Vendor unless otherwise specified in the Contract.
- 2.25. Independent Vendor:** The Vendor shall be legally considered an independent vendor and neither the Vendor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Vendor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Vendor. Further, the Owner shall not provide to the Vendor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.26. 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.
- 2.27. 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 Vendor, 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.

- 2.28. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Vendor for the project, shall become the property of the Owner. All information furnished by the Owner is and shall remain, the Owner's property.
- 2.29. Patents/Copyrights:** The Vendor 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 Vendor 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.
- 2.30. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.31. 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.
- 2.32. 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.
- 2.33. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.34. 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).
- 2.35. 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.

3.0. Statement of Work

- 3.1. General:** The City of Grand Junction, CO (City) is soliciting competitive pricing bids from qualified vendor(s) to supply and deliver two (2) 24-inch MJ x MJ Gate Valves with pipeline components as specified herein to upgrade the City intake bypass pipeline. Offerors should verify all specifications and scope of work before submitting a bid response.

The bid response must include delivery costs of the products/materials to the City of Grand Junction.

- 3.2. Specifications:** The City is requesting the following:

3.2.1. Two (2) 24" MJ x MJ Gate Valves

3.2.2. Four (4) 24" MEGALUG ® Rings

3.2.3. Four (4) 24" MJ Gaskets

3.2.4. One (1) Bucket (qty of 65) ¾" x 4 ½" Cor-Blue™ MJ T-bolt and nut.

- 3.3. Special Conditions & Provisions:**

- 3.3.1. Questions Regarding Solicitation Process/Scope of Work:**

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

- 3.3.2. Material Specification Sheet:** Offeror(s) shall supply Manufacturer product specification sheet(s) or link(s) for all products in its submitted bid response.

- 3.3.3. Rejection of Products/Materials:** The Owner retains the authority to return valves(s) that fail to meet specifications due to production flaws and/or batch imperfections. Determination of non-conformity will be at the Owner's discretion.

- 3.3.4. 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.

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

3.3.6. Delivery Schedule: Offeror to state lead times for products in Price Bid Schedule.

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

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

3.3.8. Delivery Location: All products will be delivered “F.O.B. Destination Freight Pre-Paid and Allowed” to:

City of Grand Junction – Water Services Division
333 West Ave Unit C
Grand Junction, CO, 81501

****Please call before delivery to verify the proper location of the material delivery,**** Ron Key (970) 270-6446

3.3.9. Estimated Quantities: The quantities indicated in this IFB are estimates which pertain to the total aggregate quantities and 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.

3.3.10. Minimum Order Quantities: The Offeror will not establish a minimum order quantity for items under the contract.

3.3.11. Brand Name or Equal: Whenever in this IFB any particular products, materials, process, mechanism, and/or equipment are indicated, described, or specified by patent, proprietary, or brand name, or by name of the

manufacturer, such wording will be deemed to be used to facilitate minimum acceptable requirements and will be deemed to be followed by the words, "or equal." Proof satisfactory to the Owner must be provided by the Offeror to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements.

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

3.3.12. Contract: A binding Contract shall consist of (1) the IFB and any amendments thereto, (2) the Offeror'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 "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 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 Vendor and the City Purchasing Division 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.

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

3.4. Attached Documents:

- None

3.5. 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.

- Offeror's Bid Form

- Price Bid Schedule
- Manufacturer's Specification Sheet(s)
- Lead time
- Warranty information

3.6. IFB Tentative Time Schedule:

Invitation for Bids available	October 10, 2023
Inquiry Deadline, No questions after this date	October 24, 2023
Addendum Posted	October 26, 2023
Submittal deadline for Bids	November 2, 2023
Purchase Order Executed	November 7, 2023

4.0. Offeror's Bid Form

Bid Date: _____

Project: IFB-5318-23-KF, 24" MJ Gate Valve (Qty. 2)

Entity Name: _____

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-5318-23-KF, 24" MJ Gate Valve (Qty. 2)

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

Item	Description	Quantity	Units	Unit Price	Extended Price
1	24" MJ x MJ Gate Valves	2	EA.	\$ _____	\$ _____
2	24" MEGALUG ® Rings	4	EA.	\$ _____	\$ _____
3	24" MJ Gaskets	4	EA.	\$ _____	\$ _____
4	¾" x 4 ½" Cor-Blue™ MJ T-bolt and nut.	1	BKT.	\$ _____	\$ _____
Total Extended/Bid Price					

Total Extended/Bid Price Written:

_____ dollars.

Provide the manufacture specification sheets attached or links for all products: _____

_____.

Provide estimated product/material lead time: _____.

Warranty: _____.

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: _____