



Invitation for Bid

IFB-5386-24-KF

Sun-Protective Work Apparel

Responses Due:

March 1, 2024, before 1:00 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, Bidder 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 1.7.

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970.244.1513

Invitation for Bid

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1.0. Instructions to Bidders

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** In accordance with 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 Bidder 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 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

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 and interested vendors, to provide sun-protective work apparel for City employees that meets specifications as stated in the solicitation documents, including requested screen printing for the purposes stated herein under the terms and conditions of this IFB.
- 1.1. **Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.5. **Compliance:** All Bidders, 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 clearly understand the requirements, or should it appear that various instructions conflict, the Bidder(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.6. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.

- 1.7. **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-junction>)*. This site offers both “free” and “paying” registration options that 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, Bidder **MUST** contact RMEPS to resolve the issue before the response deadline. **800-835-4603**.

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

**Bid Opening, Sun-Protective Work Apparel (IFB-5386-24-KF)
March 1, 2024, at 1:00 – 1:30 PM (America/Denver)**

Please join the meeting from your computer, tablet, or smartphone.
<https://meet.goto.com/210473365>

Dial in using a phone.

Access Code: 210-473-365

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID: 210-473-365

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 210473365@67.217.95.2 or 67.217.95.2##210473365

Get the app now and be ready when your first meeting starts

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

- 1.8. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.9. **Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by the Bidder 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. **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 Bidder.

The Bidder 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 Bidder, the Bidder's choice shall be indicated by the specifications for the particular item(s), 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. The entity addresses and state of organization of the entity shall be shown below the signature.

All names must be typed or printed below the signature.

The Bidder'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 Bidder'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:** Bidders shall thoroughly examine and be familiar with the Project Specifications. The failure or omission of any Bidder to receive or examine any form, addendum, or other document(s) shall in no way relieve any Bidder 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 Bidder shall, at a minimum:
 - a. Examine the *Contract Documents* thoroughly; and,
 - b. Study and carefully correlate Bidder's observations with the *Contract Documents*; and,
 - c. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.
- 1.14. **Questions Regarding Specifications:** Any information relative to the interpretation of the Specifications shall be requested in writing through email to the Purchasing

Agent, no later than close of business on the day of the inquiry deadline. Please format the email to include the solicitation number in the subject line. 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-ju> 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. Bidder(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 Bidder and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Bids shall reflect this method of accounting for sales and use taxes on products and materials.
- 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 Bidder, 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. Bidder(s) taking exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder 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 Bidder has not taken exceptions, and if awarded a Contract shall hold the Bidder responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.20. Collusion Clause:** Each Bidder by submitting a bid, certifies that it is not engaged in any collusive action(s) or activity(ies) that may violate any applicable federal or state antitrust laws, rules, and/or regulations. Any and all bids shall be rejected if there is evidence or reasonable belief of collusion among Bidders. The Owner retains the discretion to accept future bids for the same Work or commodities from participants in such.
- 1.21. Disqualification of Bidder(s):** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, vendor, 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 practical knowledge of the project bid upon, and have the necessary financial and other resources to complete the proposed Contract.

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 commodities from an individual, firm, vendor, 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 Contract of the Owner until such participant has been reinstated as a qualified Bidder.

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

1.23. Public Opening: Bid responses will be received and acknowledged in a virtual meeting immediately following the submittal deadline. Bidder(s), its representative(s), and interested persons may attend. Only the entity name(s), and entity city will be disclosed.

2.0. General Contract Terms and 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 Owner and the Vendor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. The Contract may be amended or modified with Change Orders or Amendment.

2.2. The Work: Encompasses all tasks and activities essential to provide the specified commodities as required by the Contract Documents. It includes, but is not limited to labor, supply of materials, products, and equipment essential for the completion of the Project.

2.3. Execution, Correlation, Intent, and Interpretations: The Contract Documents and/or Purchase Order shall be signed by the Owner and Vendor. By executing the Contract/Purchase Order, the Vendor represents that it has familiarized itself with the conditions under which the Contract 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 Contract as defined herein.

- 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 the performance of the Contract.
- 2.5. Warranty:** The Vendor warrants to the Owner that all products and materials, 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 and materials 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 and materials. 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. Insurance Requirements:** The selected Vendor 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 Vendor under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Vendor shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it fails to procure or maintain insurance in sufficient amounts, durations, or types.

The vendor shall procure and maintain and, if applicable, shall cause any subcontract vendor of the Vendor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Vendor under the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: The Vendor shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.

(b) General Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per job aggregate.

The policy shall apply to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and

employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision.

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

Concerning each of the Vendor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Work. The policy shall contain a severability of interest provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers are included as Additional Insureds. 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 the Vendor. The Vendor shall be solely responsible for any deductible losses under any policy required above.

- 2.7. 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, sub-vendor or supplier in the execution of, or performance under, any Contract which may result from bid response award. The Vendor shall pay any judgment with costs which may be obtained by and/or against the Owner to the extent caused by any negligent act or fault arising out of or under the performance or nonperformance of the Vendor's Product(s)/Service(s).
- 2.8. Miscellaneous Conditions and 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 Bidder to notify the Owner immediately if the materials specified are discontinued, replaced, or not available for an extended period.
- 2.9. Time:** The Contract Time is the period allotted in the Contract Documents for delivery and completion of the products/materials receipt. The date of commencement of the Contract is the date established in the Contract Documents.
- 2.10. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Vendor for the performance under the Contract Documents.
- 2.11. 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.

- 2.12. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Bidder may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.13. Compliance with Laws:** The Bidder must comply with all Federal, State, County, and local laws governing its service and the fulfillment of the Contract for and on behalf of the public. The Bidder hereby warrants that it is qualified to assume the responsibilities and render the deliverables described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.14. Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this Invitation For Bid.
- 2.15. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Contract performance; (3) final acceptance of Contract performance 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.
- 2.16. Employment Discrimination:** During the performance of any Contract, the Bidder, by submitting a Bid, agrees to:
- 2.16.1.** 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.
 - 2.16.2.** 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.
 - 2.16.3.** Notices, advertisements, and solicitations placed under federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.17. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Vendor certifies that it does not and will not during the performance of the Contract employ workers without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.18. Ethics:** The Bidder/Vendor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.19. Failure to Deliver:** In the event of failure of the Vendor to perform following the Contract Documents, the Owner, after due oral or written notice, may procure the products/materials from other sources and hold the Vendor responsible for all costs resulting in the fulfillment of this solicitation. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.20. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time following the terms thereof.
- 2.21. Force Majeure:** The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Vendor unless otherwise specified in the Contract.
- 2.22. Independent Vendor:** The Vendor shall be legally considered an independent vendor and neither the Vendor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Vendor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Vendor. Further, the Owner shall not provide to the Vendor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.23. Nonconforming Terms and Conditions:** A bid 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 Bidder to withdraw nonconforming terms and conditions from its bid response before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;

- f. Failure to list the names of sub-vendors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its proportion of cost, or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or Contract; and
- i. Failure to calculate Bid prices as described herein.

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

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

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

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

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Offeror, proposed subcontractors, and other persons and organizations to do the Work per the *Contract Documents* to the City's satisfaction within the Contract Time.

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

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

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

If the Contract is to be awarded, it will be awarded to the Offeror that the Owner determines to be the lowest responsive and responsible bidder, meeting the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part

- 2.25. 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.
- 2.26. 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.
- 2.27. 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.
- 2.28. Expenses:** Expenses incurred in preparation, submission, and presentation of a bid in response to this solicitation are the responsibility of the Bidder and shall not be charged to the Owner.
- 2.29. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.30. 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).

2.31. Piggyback Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and prices established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its awards on its respective Purchase Orders through its purchasing office(s) or use its purchasing card(s) for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to “piggyback” on the Owner’s solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.32. Definitions:

2.32.1. Bidder or Vendor is the individual or organization legally authorized to make an offer and submit a Price Bid response. Bidder/Vendor is identified as such in the Agreement and is referred to throughout the Contract Documents. Bidder/Vendor designates its authorized representative(s).

2.32.2. City or Owner equally refers to the City of Grand Junction, Colorado. These terms, namely ‘City,’ ‘the City,’ ‘Owner,’ and ‘the Owner,’ are consistently used, and collectively denote the Owner, along with its authorized representative(s).

2.32.3. Project or Work refers to the planned effort with a specific goal, scope, and timeline aimed at achieving a particular outcome or result. Typically unique, temporary, and require coordinated efforts, resources, and activities to accomplish the predefined objectives.

2.32.4. Services include all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.

2.32.5. Subcontractor is an individual or company that has a direct contract with the Bidder/Vendor to perform specific tasks or provide certain service(s). The term subcontractor is referred to throughout the Contract Documents and means the subcontractor or its authorized representative(s).

3.0. Specifications, Special Conditions & Provisions

3.1. Purpose: The City is soliciting competitive pricing bids from qualified and interested vendors, to provide sun-protective work apparel for City personnel that meets specifications, including requested screen printing.

3.2. Background: The City of Grand Junction currently maintains a minimum inventory of various items to meet the immediate needs of the employees. The items specified in this IFB represent newly added stock items, further expanding the range of offerings

Anticipating the dynamic requirements of the employees, the City may initiate additional separate orders on an annual basis or as deemed necessary. This approach ensures that employees have access to the items promptly needed.

Delivery cost of the products to the City of Grand Junction must be included in the price.

3.3. Vendor Responsibilities: All supplied apparel must adhere to the specifications outlined. Any alternate bid responses must be documented on the price bid response, highlighting exceptions to the specifications. To ensure transparency and compliance, all bid submittals must include the manufacturer specification sheets accompanying the bid submission. Failure to explicitly note specification exceptions in the bid submission will be interpreted as full compliance with the specified standards. **Substandard or non-compliant apparel will not be accepted and will be returned to the successful Contract provider for rectification. The Vendor is required to promptly replace defective items at no additional cost to the City, ensuring that all supplied apparel meets the specified quality and standards without causing disruption or inconvenience.**

3.3.1. Vendor must promptly email the City if specified items are discontinued, replaced, or unavailable beyond the agreed delivery time.

3.3.2. The Vendor is required to designate a primary contact who will be consistently available. This individual will serve as the main point of contact for City personnel, facilitating communication regarding the Contract's terms, conditions, and any associated issues.

3.3.3. Email orders will be accepted by the Vendor.

3.3.4. If an incorrect item (size, color, style, etc.) is received, the item shall be returned at the Vendor's expense, and the Vendor shall promptly provide corrected items.

3.4. Specifications: The specifications intend to delineate the minimum requirements that will be accepted by the Vendor/Manufacturer providing the City of Grand Junction sun-protective work apparel. It is the intent of the City to Award Contract(s)

by Category, although the City reserves the right to make award(s) in the best interest of the City.

- 3.4.1. **High-Visibility:** All * safety green/yellow apparel must be compliant with ANSI/ISEA 107 guidelines and criteria, meeting high-visibility standards.
- 3.4.2. **Sun-Protective Apparel:** Brand name or equal to Holloway Freestyle Sublimated Compression Sleeves # 228199. Brand name or equal to Holloway Momentum Style # 222822 and # 222824. Brand name or equal to Holloway Momentum Hoodie Style # 222830.

The City requires that the Vendor shall provide all items pre-folded.

3.4.3. **CATEGORY SUN-PROTECTIVE APPAREL:**

Compression Sleeve

- **Fabric:** UV-rated 50+ UPF, acrylic/polyester/spandex/nylon blend
- **Style:** compression, pull-on
- **Color:** Must be available in the following colors:
 - High-Visibility Safety Green/Yellow
 - Grey
 - Navy Blue
- **Sizes:** Adult S/M, L/XL
- **Logo:** Screen Printed White on Navy Blue and Black on other colors. See Section 3.5.
- **Brand Name or Equal to:** Holloway FreeStyle Sublimated Compression Sleeve #228199

Tee Shirt

- **Sleeves:** Long sleeve, set-in sleeve
- **Fabric:** UV-rated 45+ UPF, polyester, moisture-wicking, odor-resistant
- **Style:** pullover, tag-free label
- **Color:** Must be available in the following colors:
 - High-Visibility Safety Yellow/Green
 - Grey/Silver
 - Navy Blue
- **Sizes:** Must be available in Women's sizes from small to large, and Men's sizes from small to 3XL
- **Logo:** Screen Printed White on Navy Blue and Black on other colors. See Section 3.5.
- **Brand Name or Equal to:** Holloway Momentum Long Sleeve Tee #222824 (women's V-neck), #222822 (men's crewneck)



Pullover Hoodie

- **Sleeves:** Long sleeve, set-in sleeve
- **Fabric:** UV-rated 45+ UPF, polyester, moisture-wicking, odor-resistant
- **Style:** pullover, tag-free label
- **Color:** Must be available in the following colors:
 - High-Visibility Safety Green/Yellow
 - Grey
 - Navy Blue
- **Sizes:** Must be available in unisex sizes from small to 3XL
- **Logo:** Screen Printed White on Navy Blue and Black on other colors. See Section 3.5.
- **Brand Name or Equal to:** Holloway Momentum Hoodie #222830



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- 3.5. City Logo:** The City of Grand Junction logo will be screen printed or embroidered, specified in the specifications above, on the **left upper body of all garments** in the color specified in the specifications. The logo shall be approximately four and one-

half (4 ½) inches by one (1) inch or the appropriate size for each garment. An electronic file of the logo will be provided to the awarded vendor(s). The logo shall be screen-printed in **black** on safety yellow/green and gray options and shall be screen-printed in **white** on navy blue options.

3.5.1. Trademark: The City of Grand Junction logo is a registered Federal trademark and may be used only with the express, written permission of the City of Grand Junction.



3.5.2. Usage Guidelines: The City of Grand Junction logo will be surrounded by a minimum amount of clear space to prevent it from becoming crowded by other typographic and design elements. The required clear space is measured by the height of the “n” in the logotype.



Unacceptable logo applications include: placing the logo with another shape or element, adding drop shadows or other graphic treatments, adding outlined or other dimensional treatments, rotating the logo, separating the logo elements, or altering the proportions of the logo.

Reproduction of the logo should always begin with a high-resolution digital file. It is strictly prohibited to reproduce the City logo by scanning, tracing, or attempting to recreate it by any other method. It is prohibited to incorporate the City logo typographically into a headline or body of copy or repeated as a “wallpaper” background.

3.6. Special Conditions & Provisions:

3.6.1. Questions Regarding Solicitation Process/Scope of Work:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

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

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

- 3.6.3. Pricing:** Pricing shall be all-inclusive to include but not be limited to screen printing or embroidery of City Logo, materials, delivery/freight (F.O.B. Destination – Freight Pre-paid and Allowed), and all other costs related to the successful completion of the Contract.

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

Prices and fees shall remain firm for the entire contract period. If the Vendor's manufacturer and/or supplier cost or fees for items awarded are increased, the Vendor may apply to the Contract Administrator for a contract price review. **No review shall be allowed before the end of the contract anniversary date.** The Contract Administrator must be notified in writing thirty (30) days before any price increase effective date. **Requests for price increases must be substantiated and accompanied by written manufacturer and/or supplier documentation. Adjustments, if allowed, will not apply to any outstanding orders.**

- 3.6.4. Contract Term:** The Contract will be effective from the date of execution by the Parties and services shall be provided through December 31, 2024. The awarded Vendor and Owner may mutually agree to renew the Contract for up to three (3) additional one (1) year periods, subject to available fiscal year funding and under the same terms, conditions, and price bid schedule of the original Contract.

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

- 3.6.6. Samples:** The City reserves the right to request sample items free of charge from the awarded Vendor. Sample items will not be screen printed and the City will be responsible for shipping. The City shall be responsible for all sample items not returned to the Vendor within thirty (30) days after contract expiration/termination.

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

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

- 3.6.8. 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.

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

3.6.10. Non-Exclusive: This Contract will be deemed non-exclusive. The City, at its sole discretion, reserves the right to engage other entities for commodities similar to this contract. The Vendor retains the right to enter into a contract(s) for similar work with other parties and it is not obligated to maintain an exclusive working relationship with the City.

3.6.11. 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 Bidder 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. Bidders will not be allowed to make unauthorized substitutions after the award is made.

3.6.12. 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 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 Contract Administrator or by a modified Purchase Order before 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.

3.6.13. 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

3.6.14. Rejection of Products/Apparel: The Owner retains the authority to return products/apparel that fail to meet specifications due to production flaws and/or batch imperfections. Determination of non-conformity will be at the Owner's discretion.

3.6.15. Payment/Invoice: Invoices will be submitted to the City of Grand Junction – Stores/Warehouse, 333 West Ave Unit C, Grand Junction, CO 81501. The invoice will include the Vendor name, date, and Purchase Order number.

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

3.6.16. City Authorized Representative(s): Those authorized to represent the City include the Contract Administrator, Purchasing Division/Agent, and Stores/Warehouse Point of Contact employed by the City only.

3.7. Attached Documents:

- none

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

- **Bidder's Bid Form**
- **Price Bid Schedule**
- **Manufacturers Specification Sheet(s)**

3.9. IFB Tentative Time Schedule:

- Invitation for Bid available February 8, 2024
- Inquiry deadline, no questions after this date February 21, 2024
- Final Addendum Posted February 23, 2024
- Submittal deadline for Bids March 1, 2024, 1:00 p.m.
- Purchase Order Executed March 7, 2024

4.0. Bidder's Bid Form

Bid Date: _____

Project: IFB-5386-24-KF "Sun-Protective Work Apparel"

Bidding Entity: _____

Name/Title of Authorized Agent: _____

Agent Email: _____

Telephone Number: _____

Entity Address: _____

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

The undersigned Bidder, in compliance with the Invitation for Bid, having examined the Instruction to Bidder(s), General Contract Terms and 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 Bid Submittal Form is a part.

The undersigned Bidder 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 Bidder 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 Bidder 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 prior to award.

- Prices in this bid response 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 entity to submit a bid response to restrict competition.
- The individual signing this bid response certifies it is a legal agent of the Bidder, authorized to represent the Bidder, 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 Bidder acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

The Bidder 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-5386-23-KH “Sun-Protective Work Apparel”

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

1) The comprehensive cost, inclusive of all expenses such as product procurement, materials, screen printing, supplies, shipping, and handling, is required in strict accordance with the solicitation documents.

<u>CATEGORY SUN-PROTECTIVE APPAREL</u>					
<u>UV-RATED ITEM</u> <i>Manufacturer's Specification Sheet or Link Required with Bid Response</i>	<u>PRICE/item</u> <u>Adult</u> <u>S/M</u>	<u>PRICE/item</u> <u>Adult</u> <u>L/XL</u>	<u>PRICE/item</u> <u>S-XL</u>	<u>PRICE/item</u> <u>XXL</u>	<u>PRICE/item</u> <u>XXXL</u>
1) Compression Sleeve – * Safety Green/Yellow State Brand Name & Style #: _____ Estimated Lead-time: _____					
2) Compression Sleeve – Grey State Brand Name & Style #: _____ Estimated Lead-time: _____					
3) Compression Sleeve – Navy Blue State Brand Name & Style #: _____ Estimated Lead-time: _____					
4) Long Sleeve Women's V-neck Tee Shirt – * Safety Green/Yellow State Brand Name & Style #: _____ Estimated Lead-time: _____					
5) Long Sleeve Women's V-neck Tee Shirt – Grey State Brand Name & Style #: _____ Estimated Lead-time: _____					

<p>6) Long Sleeve Women's V-neck Tee Shirt – Navy Blue State Brand Name & Style #: _____</p> <p>Estimated Lead-time: _____</p>				
<p>7) Long Sleeve Men's Crewneck Tee Shirt – *Safety Green/Yellow State Brand Name & Style #: _____</p> <p>Estimated Lead-time: _____</p>				
<p>8) Long Sleeve Men's Crewneck Tee Shirt – Grey State Brand Name & Style #: _____</p> <p>Estimated Lead-time: _____</p>				
<p>9) Long Sleeve Men's Crewneck Tee Shirt – Navy Blue State Brand Name & Style #: _____</p> <p>Estimated Lead-time: _____</p>				
<p>10) Long Sleeve Unisex Pullover Hoodie – * Safety Green/Yellow State Brand Name & Style #: _____</p> <p>Estimated Lead-time: _____</p>				
<p>11) Long Sleeve Unisex Pullover Hoodie – Grey State Brand Name & Style #: _____</p> <p>Estimated Lead-time: _____</p>				
<p>12) Long Sleeve Unisex Pullover Hoodie – Navy Blue State Brand Name & Style #: _____</p> <p>Estimated Lead-time: _____</p>				
<p>* Safety Green/Yellow apparel must be compliant, see Section 3.4.1.</p>				