



## Invitation for Bids

IFB-5432-24-KF

### Purchase and Installation of Ballistic-Rated Glass

**Responses Due:**

May 9, 2024, before 1:00 p.m. (Mountain Time)

**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 1.9.**

**Purchasing Agent:**

Kathleen Franklin

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

970.244.1513

# **Invitation for Bids**

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*\* If the link doesn't work, please try an alternate browser and refresh*

## **1.0. Instructions to Offerors**

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

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

Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.

- 1.4. Non-Mandatory Pre-Bid Site Visit:** Prospective Offerors are strongly encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the Grand Junction Police Department located at 555 Ute Ave, Grand Junction, CO 81501, on April 15, 2024, at 10:00 A.M.** The purpose of the meeting will be to inspect the work site and clarify this IFB. *Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum will modify this solicitation.*
- 1.5. Purpose:** The City on behalf of the Grand Junction Police Department (GJPD) invites qualified Contractors to submit competitive pricing bids for the purchase, labor, and materials required to install replacement ballistic-rated glass meeting Level 2 and Level 3 criteria in the existing exterior windows of the facility. All dimensions and scope of work should be verified by the Offeror(s) before the submission of a bid(s). The Work shall be provided under the terms and conditions of this IFB.
- 1.6. The 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.

- 1.7. **Compliance:** All Offerors, by submitting a bid response, commit to adhere to all conditions, requirements, and instructions in this IFB as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.8. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. **Submission:** *Each proposal shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct 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 City’s documents and electronic submission of proposals. (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 there are website or other problems that 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. Offeror’s Bid Form and Price Bid Schedule, Submittals that fail to follow this format may be ruled nonresponsive. *The uploaded response shall be a single PDF document with all required information included.*

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

**Bid Opening “Purchase and Installation of Ballistic-Rated Glass, IFB-5432-24-KF”  
May 9, 2024, 2024, 1:00 – 1:30 PM (America/Denver)**

**Please join the meeting from a computer, tablet, or smartphone.**  
<https://meet.goto.com/882728165>

**Dial in using a phone.**  
Access Code: 882-728-165  
United States: [+1 \(872\) 240-3212](tel:+18722403212)

**Join from a video-conferencing room or system.**  
Meeting ID: 882-728-165  
Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)  
Or dial directly: 882728165@67.217.95.2 or 67.217.95.2##882728165

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

- 1.10. Public Disclosure:** According to 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.
- 1.11. Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by the Offeror in writing, duly executed, and submitted to the place where Bids are to be submitted at any time before the Bid Opening. Bids may not be altered, modified, or amended after the submission date.
- 1.12. Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and state the amounts in words and figures and must be signed and acknowledged by the Offeror.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, the Offeror's choice shall be indicated by the specifications for the 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 Offeror's Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Submittal Form.

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

- 1.13. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.14. Contract Documents:** The complete IFB and Offeror's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.
- 1.15. Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications, and other

Bid Documents are available for review or download on the Purchasing Bids page at <https://www.gjcity.org/501/Purchasing-Bids>.

- 1.16. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.17. Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the Project Scope of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document(s) shall in no way relieve any Offeror from any obligation concerning its Bid response. The submission of a Bid response 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; and,
  - (b) Visit the site to familiarize itself with local conditions that may in any manner affect the cost, progress, or performance of the Work; and,
  - (c) Study and carefully correlate the Offeror's observations with the *Contract Documents*; and,
  - (d) Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

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

- 1.18. Questions Regarding Statement of Work:** Any information relative to the interpretation of the Scope of Work and/or Specifications shall be requested in writing through email to the Purchasing Agent, no later than the close of business on the day of the inquiry deadline. Questions received after the inquiry deadline may not be answered.
- 1.19. Addenda & Interpretations:** An official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the bid opening/receipt date shall be made by a written Addendum to the Solicitation by the Purchasing Agent. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-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. Offeror(s) must acknowledge receipt of all addenda in its bid.

- 1.20. Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs shall not include taxes.
- 1.21. Sales and Use Taxes:** The Contractor and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.22. Federal Taxpayer Identification Certificate (W-9):** Successful Offerors engaging in business with the City for the first time must provide a completed standard "Federal Taxpayer Identification Certificate (W-9) before the Contract is executed. Furthermore, the City reserves the right to request a current W-9 from established business relationships as needed.
- 1.23. 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.
- 1.24. Exceptions and Substitutions:** All bid responses meeting the intent of this IFB will be considered for the award. An Offeror making an 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 section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.25. Collusion Clause:** Each Offeror, by submitting a bid, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any bid(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future bids for the same work or service(s) from participants identified in such collusion.
- 1.26. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.27. Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, contractor, 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, contractor, 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.

**1.28. 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.

**1.29. Public Opening:** Bid response(s) will be opened publicly in a virtual meeting as specified herein following the submittal deadline. Offerors, representatives, or interested parties may be present. The company name(s), business location, and the total Bid Amount will be disclosed.

## **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 Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified with a Change Order or Amendment.

**2.2. The Work:** Encompasses all labor essential for fulfilling the obligations outlined in the Contract Documents, along with the procurement of all requisite products, materials, supplies, equipment, tools, incidentals, permits, and insurance necessary for the satisfactory completion of the performance and/or requirement stated herein.

**2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor 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 the procurement, labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work.



- 2.4. The Owner:** The Owner is the City referred to herein as 'City' or 'Owner' throughout the Contract Documents. Throughout these documents, the term 'City' or 'Owner' signifies the entity or its authorized representative. The Owner retains the right to always access the worksite, both during preparation and progress. The Contractor shall provide such access to the facilities. The Owner will conduct periodic visits to the site to assess the general progress and quality of the Work and to determine, in general, if the Work progress and quality of the Work, ensuring adherence to the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owed and issue Certificates for Payment accordingly. The Owner holds the authority to reject any Work which does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have the authority to require the Contractor to stop the Work or any portion or to require special inspection or testing of the Work, whether such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Subcontractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. The Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Subcontractor:** A subcontractor is a person(s) or organization that has a direct contract with the Contractor to perform any of the Work at the site. The term subcontractor is referred to throughout the Contract Documents and means a subcontractor or its authorized representatives.
- 2.7. Award of Subcontractors & Other Contracts for Portions of the Work:** The Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the subcontractor(s) or other persons or organizations proposed for such portions of the Work as may be designated in the bid requirements, or, if none is so designated, the names of the subcontractors proposed for the principal portions of the Work. Before the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, before the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, before the award, withdraw its bid without forfeiture of bid security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased bid response or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or

organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, however, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto before the award.

- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to indicate the general scope of the Work, and are, as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as outlined in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as outlined in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products, and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered before receipt of Bids unless the Offeror submits a written request for approval to the Purchasing Agent at least ten (10) days before the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contract(s), which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be outlined in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacements, the Contractor should neglect to make or undertake with due diligence to the same, the Owner may make such repairs or replacements. All indirect and direct costs of such correction, removal, or replacement shall be at the Contractor's expense. The

Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under the Contract.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by operations. After the completion of the Work, shall remove all waste materials and rubbish from and about the Project, as well as all tools, construction equipment, machinery, and surplus materials.
- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(ies) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it fails to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

(b) Commercial General Liability insurance with minimum limits of:

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

The policy shall apply to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision.

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

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

Concerning each of the Contractor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Work.

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

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

This policy shall encompass coverage to protect the Contractor against liabilities arising directly from the execution of the Work in response to this Solicitation.

**2.16.1. Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as additional insureds. Every required policy shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

**2.17. Indemnification:** The Contractor shall defend, indemnify, and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. The Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.

**2.18. Miscellaneous Conditions & Material Availability:** The Contractor must accept responsibility for verification of material availability, production schedules, and other

pertinent data before submission of a bid. It is the responsibility of the Offeror to notify the Owner immediately if the materials specified are discontinued, replaced, or not available for an extended period.

- 2.19. Time:** Time is of the essence concerning the completion of the Project and any other milestones or deadlines that are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract Time outlined in the Contract Documents. The Contract Time is the period allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction and all other associated Work including, but not limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and under the Contract Documents.
- 2.20. Progress & Completion:** The Contractor will perform the Work as outlined in the Contract Documents, and carry out the Work diligently with sufficient resources, to achieve the specified completion dates.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of payment application, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract is fully performed, the Owner will make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each bid shall as a guaranty of good faith on the part of the Offeror be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the State of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the successful Offeror has ten calendar days to enter the Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages as defined in Section 2.25.

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

- 2.23. Performance & Payment Bonds:** The Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). The

Contractor shall also furnish any other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, the Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner shall withhold a portion of partial payments in amounts considered necessary to protect the interest of the Owner. This withheld amount will be retained until the entirety of the Contract is satisfactorily completed. The retainage from partial payments shall not exceed five (5) percent of the value of the completed Work, nor shall it exceed five (5) percent of the Contract amount. Once the retainage reaches five (5) percent of the Contract amount, further withholding will cease, and this amount will remain retained until the final payment is issued.

After the Final Completion of the Work as per the terms of the Contract, and before the Contractor is entitled to receive final payment, the Owner shall issue a Notice of Final Payment. The Contractor shall be entitled to receive final payment within thirty (30) days following the initial publication of the Notice.

- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten (10) Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.

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

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such a delay. The Parties agree that the real costs and injury to the City for such delay include hard-to-quantify items such as additional engineering, inspection, and oversight by the City and its

agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

**2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall

remain the property of the Owner. The Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, which are not authorized by the Owner or Owner's Project Manager.

- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. The Contractor shall erect and maintain, as required by existing safeguards for safety and protection, all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations, and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes to the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to claim an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed following the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have the authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents under the specifications, or which order minor changes in the Work under the agreement, without change in the Contract sum or time. The Contractor shall conduct such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work found by the Owner to be defective or failing to conform to the Contract Documents.



The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional Work thereby made necessary. The Owner shall give such notice promptly after discovery of the condition. Work shall be corrected to comply with the Contract Documents without cost to the Owner. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.34. Acceptance Not Waiver:** The Owner's acceptance or approval of Work furnished hereunder shall not in any way relieve the Contractor of its responsibility to maintain the high quality, integrity, and timeliness of its Work. The Owner's approval or acceptance of, or payment for, any Work shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.35. 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.
- 2.36. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without prior written approval from the Owner.
- 2.37. 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.
- 2.38. 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.
- 2.39. Confidentiality:** All information disclosed by the Owner to the Contractor for the Work to be done, or information that comes to the attention of the Contractor while performing such Work, is to be kept strictly confidential.
- 2.40. Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this IFB.
- 2.41. 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.

- 2.42. Employment Discrimination:** During the performance of any Work, the Offeror, by submitting a Bid, agrees to:
- 2.42.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.42.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor asserts that it is an Equal Opportunity Employer.
  - 2.42.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.43. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations, as mandated by applicable federal, state, and local laws.
- 2.44. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.45. Ethics:** The Offeror/Contractor shall not accept or offer gifts or anything of value and/or enter any business arrangement with any employee, official, or agent of the Owner.
- 2.46. Failure to Deliver:** In the event of failure of the Contractor to perform under the Contract Documents, the Owner, after due oral or written notice, may procure the products/materials from other sources and hold the Contractor responsible for all costs resulting in the fulfillment of this solicitation. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.47. 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.
- 2.48. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor unless otherwise specified in the Contract.

**2.49. Independent Contractor:** The Contractor shall be legally considered an independent contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Contractor. Further, the Owner shall not provide the Contractor with any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

**2.50. Nonconforming Terms and Conditions:** A bid response that includes terms and conditions that do not conform to the terms and conditions of this IFB is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its bid response before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- (a) Submission of the Bid on forms other than those supplied by the City; or,
- (b) Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein; or,
- (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; or,
- (d) Failure to acknowledge receipt of any or all issued Addenda; or,
- (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; or,
- (f) Failure to list the names of subcontractors used in the Bid preparation as may be required in the Solicitation Documents; or,
- (g) Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of the cost, or which contains inadequate or unreasonable prices for any item; or,
- (h) Tying of the Bid with any other bid or Contract; and/or,
- (i) Failure to calculate Bid prices as described herein.

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

- Reject any Bid(s),

- To waive any informalities,
- Consider 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.

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

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

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

**2.54. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s) and/or other intellectual property protection. In no event shall the Owner be liable to the Contractor for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.

**2.55. Governing Law:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court, 21<sup>st</sup> Judicial District, Mesa County, Colorado.

**2.56. Expenses:** Expenses incurred in the preparation, submission, and presentation of a bid in response to this solicitation are the responsibility of the Offeror and shall not be charged to the Owner.

**2.57. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.

**2.58. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated

fiscal year only. Colorado Law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).

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

**2.60. Definitions:**

**2.60.1.** "City" or "Owner" is the City of Grand Junction, Colorado.

**2.60.2.** "Consultant," "Contractor," "Firm" or "Vendor" refers to the individual, organization, or entity identified as such in the proposal and is consistently used throughout the Contract Documents. When any of these terms is utilized, it pertains to the specified entity or its duly authorized representative(s).

**2.60.3.** "Job," "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.

**2.60.4.** "Offeror" refers to the person(s) legally authorized by the Contractor to make an offer and/or submit a response fee proposal in response to the IFB.

**2.60.5.** "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.

### **3.0. Statement of Work**

- 3.1. General:** The GJPD aims to bolster the security and safety protocols of its facilities through the implementation of measures to mitigate ballistic threats. The specifications outlined herein are intended to comprehensively address all facets involved in the procurement and installation of ballistic-rated glass.
- 3.2. Project Description:** The Project entails the replacement of 126 glass panes with Level 2 and Level 3 criteria ballistic-rated glass, as specified in the attached Price Schedule. The Contractor will be responsible for the purchase, safe removal, and disposal of existing glass, as well as the installation of the new glass **complete and in place**. The bid price should encompass all costs related to the removal and disposal of existing glass across the various bid items.

The Contractor is responsible for safeguarding and restoring affected building elements surrounding the work area, including but not limited to carpets, walls, and furniture, as necessary.

**3.3. Special Conditions and Provisions:**

- 3.3.1. Non-Mandatory Pre-Bid Site Visit:** Prospective Offerors are strongly encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the Grand Junction Police Department located at 555 Ute Ave, Grand Junction, CO 81501, on April 15, 2024, at 10:00 A.M.** The purpose of the meeting will be to inspect the work site and clarify this IFB. *Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum will modify this solicitation.*

**3.3.2. Questions Regarding Solicitation Process/Scope of Work:**

Kathleen Franklin, Purchasing Agent  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

- 3.3.3. Project Manager:** The Project Manager, representing the Owner, will promptly make decisions regarding the Work or Service(s) performed by the Contractor. The Project Manager is responsible for approving and accepting the Work and/or Service(s) within the performance of the Contract. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to:

Grand Junction Police Department  
Attn: Amber Peck  
555 Ute Ave  
Grand Junction, CO 81501

- 3.3.4. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., reachable at (970) 244-1545. All inquiries, issues, and communications during the Contract period should be directed to:

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

- 3.3.5. Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for the Project.
- 3.3.6. Pricing:** This shall be comprehensive and all-inclusive, covering but not limited to the acquisition of ballistic-rated Level 2 and Level 3 materials as specified herein. This includes all associated costs such as labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to project site), travel, mobilization expenses, fuel, set-up and take-down costs, full-time inspection costs, and any other expenses pertinent to the successful completion of the Project.

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.

The Contractor shall submit its pricing utilizing the attached form in Section 4.0. Price Bid Schedule.

All fees/pricing will be considered by the Owner to be negotiable.

- 3.3.7. Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.
- 3.3.8. Laws, Codes, Rules, and Regulations:** The Contractor(s) shall ensure that all Work provided meets all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.
- 3.3.9. Contract:** A binding Contract shall consist of (1) the IFB and any Addendum(s) thereto, (2) the Offeror's response (Bid) to the IFB, (3) any clarification of the bid response, if applicable, and (4) the City's Purchasing Department's acceptance of the bid through a "Notice of Award." All Exhibits and Attachments within the RFP are 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 laws 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 Offeror and the Contract Administrator or by a modified Purchase Order/Contract 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.



**3.4. Project Timeline:** The Project is scheduled for completion by November 15, 2024. Allowing for twelve (12) weeks for material lead time. The time of completion for the Project is **180 Calendar Days** from the starting date specified in the Notice to Proceed. The installation start date should be no later than **August 19, 2024**.

Completion is considered achieved once site cleanup and resolution of all punch list items resulting from the final inspection have been completed, as defined in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

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

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

**3.6. Licenses and Permits:** The Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at the Contractor's expense. See Section 2.12. The Contractor shall supply to the Owner all copies of finalized permits.

**3.7. Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

- None

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

- None

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

**3.10. Project Communications:** Before and during construction, the Contractor will meet with the Project Engineer to discuss timelines, challenges, and updates on progress.

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

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

- Project Schedule
- Manufacturer Specification Sheets
- Warranty

**3.13. Clean-Up:** The Contractor will be responsible for maintaining the cleanliness of the premises. This includes the ongoing removal of any loose materials or debris generated during the performance of the Project, and a thorough cleaning of the area after each workday. The building and work area must be secured after each workday.

All materials, tools, and equipment must be promptly removed or securely stored. The City assumes no liability for theft or damage to the Contractor's property.

Furthermore, the Contractor must promptly address any potential safety hazards to workers or the public, ensuring that the work environment remains safe throughout the duration of the project. The cost associated with all clean-up activities shall be considered incidental and will not be compensated separately.

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

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

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

- If necessary, arrange for the temporary relocation of the furniture.

**3.17. Scope of Work:** The Contractor will purchase glass as stated herein and provide all necessary labor, supplies, tools, incidentals, permits, and insurance necessary for

**3.17.1.** Installation of UL 752 Level 2, or Level 3 glass within existing frames, inclusive of all necessary supplies such as weather-resistant barriers, flashing, tape and caulk, and any additional materials required for proper installation.

**3.17.2.** Glass shall meet Level 2 and Level 3 ballistic criteria as well as the following:

**3.17.2.1.** ASTM F1233 – Standard Test Method for Security Glazing Materials and System.

**3.17.2.2.** UL 752 – Standard for Bullet-Resisting Equipment.

**3.17.2.3.** Local building codes and regulations.

**3.17.3.** The framing, thickness, and additional features must meet or exceed the specifications of the current windows, [Door, and Window Frame Types Specifications](#).

**3.17.4.** The sizes provided on the Bid Schedule are not exact and will need to be verified by the Contractor. It will be the responsibility of the Contractor to measure, confirm, purchase, and install the appropriate size of ballistic glass.

**3.17.5.** The Contractor shall thoroughly clean all surfaces before installation and ensure thorough cleaning of newly installed glass.

**3.17.6.** The Contractor shall bear responsibility for the safe removal and disposal of any existing glass or materials slated for replacement with ballistic-rated glass. Such removal and disposal shall adhere to all relevant safety and environmental regulations.

- 3.17.7.** The office, along with other areas within the GJPD, will remain occupied during the Project. It is the Contractor's responsibility to ensure the safety of the work area for both the public and City employees, as well as its personnel.
- 3.17.8.** The building and work area must be secured after each workday. In instances where glass is removed, the new glass must be promptly installed, or plywood/board securely locked in place to maintain building security.
- 3.17.9.** Management of Noise, Vibration, Dust, and Odors: The Contractor shall collaborate with the Project Manager to coordinate activities that may generate high levels of noise and/or excessive vibrations, dust, odors, or other disruptions.
- 3.17.10.** Experience and Licensure: The Contractor must demonstrate substantial expertise and proficiency as both a provider and installer of ballistic-rated glass, with a minimum of three (3) years of verifiable experience. Upon request, the Contractor must also be prepared to furnish references for Projects completed in the past 12 months, validating its experience and capabilities.
- 3.17.11.** Fingerprinting and Background Check: The Contractor must undergo fingerprinting and successfully pass a background check to obtain authorization to perform work at the site location.
- 3.17.12.** The bid response must include product and schedule lead times, warranty details covering labor for a minimum of one (1) year, manufacturer's warranty for the ballistic glass, and comprehensive specification information.
- 3.17.13.** Work Quality and Work Task: All work performed by the Contractor shall be conducted in a professional manner consistent with accepted and customary building standards for the work/service(s).
- 3.18. 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 Contractor(s) 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.
- 3.19. Basis of Award:** The award will be granted to the lowest responsive and responsible Offeror that meets or exceeds the quality, capacity, specifications, requirements, and ability to perform and deliver on time. The City reserves the right to award on an item-by-item basis to the lowest and best bid(s) or an award may be made to the lowest best bid overall, depending on what is deemed to be in the best interest of the City.
- 3.20. 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
- Product Lead Times, Warranty, and Specifications

**3.21. Attached Documents:** (click on the link(s) below for access)

*\* If the link doesn't work, please try an alternate browser and refresh*

- [Door and Window Frame Types Specifications](#)

**3.22. IFB Tentative Time Schedule:**

- |                                                  |                                                |
|--------------------------------------------------|------------------------------------------------|
| • Invitation for Bids is available               | April 9, 2024                                  |
| • Non-Mandatory Pre-Bid Site Visit               | April 15, 2024, 10:00 A.M.                     |
| • Inquiry deadline, no questions after this date | April 24, 2024                                 |
| • Final Addendum Posted                          | April 26, 2024                                 |
| • Submittal deadline for Bids                    | May 9, 2024, before 1:00 P.M.                  |
| • Notice of Award & Contract Execution           | May 13, 2024                                   |
| • Bonding & Insurance Certificates Due           | May 24, 2024                                   |
| • Work begins no later than                      | Receipt of Notice to Proceed                   |
| • Final Completion                               | 180 Calendar Days<br>Date of Notice to Proceed |

Holidays:

- |                  |                      |
|------------------|----------------------|
| Memorial Day     | May 27, 2024         |
| Juneteenth       | June 19, 2024        |
| Independence Day | July 4, 2024         |
| Labor Day        | September 2, 2024    |
| Veterans Day     | November 11, 2024    |
| Thanksgiving     | November 28-29, 2024 |
| Christmas        | December 25, 2024    |

## 4.0. Offeror's Bid Form

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

**Project:** IFB-5432-24-KF "Purchase and Installation of Ballistic-Rated Glass"

**Bidding Entity:** \_\_\_\_\_

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

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

**Telephone Number:** \_\_\_\_\_

**Entity Address:** \_\_\_\_\_

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

The undersigned Offeror, in compliance with the Invitation for Bids, 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.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a current completed W-9 form.

**Print Full Entity Name:** \_\_\_\_\_

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

**Print Name of Signatory:** \_\_\_\_\_

**Title of Signatory:** \_\_\_\_\_

The undersigned Offeror proposes to subcontract the following portion of the Work/Service(s):

<u>Name &amp; address of Subcontractor (Name, City, State)</u>	<u>Description of Work to be performed</u>	<u>Est. Value and % of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any Bid(s) submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid response, each Offeror certifies, and in the case of a joint Bid response each Party thereto certifies as to its organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Offeror(s) or with any competitor.

**Price Bid Schedule IFB-5432-24-KF "Purchase and Installation of Ballistic-Rated Glass"**

The Contractor shall provide all necessary labor, materials, supplies, equipment, tools, incidentals, permits and insurance necessary for the purchase and installation of ballistic-rated glass following the IFB.  
**Lead time, warranty, and specification information must be included in the bid response, per Section 3.17.12.**

Item No.	Floor	Location:	Quantity Units	Size	BR Level	Unit Price	Extended Price
1	2nd	Dispatch - Training Room	6	21 3/4 x 37 1/4	Level 2	\$ _____	\$ _____
2	2nd	Dispatch - Main	8	25 1/2 x 35 1/2	Level 2	\$ _____	\$ _____
3	2nd	Dispatch - Break Room	4	21 3/4 x 37 1/4	Level 2	\$ _____	\$ _____
4	2nd	Dispatch Door - Break Room	1	25 1/2 x 36 1/2	Level 2	\$ _____	\$ _____
5	2nd	Dispatch - Supervisor	2	21 3/4 x 37 1/4	Level 2	\$ _____	\$ _____
6	2nd	Victims Advocate	4	24 x 44	Level 2	\$ _____	\$ _____
7	2nd	Training Room East & West	4	41 1/2 x 44 3/4	Level 2	\$ _____	\$ _____
8	2nd	Training Room North	14	24 x 44	Level 2	\$ _____	\$ _____
9	2nd	IT Room	6	21 3/4 x 37 1/4	Level 2	\$ _____	\$ _____
10	1st	Inside Property Entry Door Glass	3	7 x 32	Level 3	\$ _____	\$ _____
11	1st	Middle lobby sidelight	1	18 x44	Level 3	\$ _____	\$ _____
12	1st	Middle lobby sidelight	1	18 x 34	Level 3	\$ _____	\$ _____

**Subtotal quantity units      54**

**Bid Amount:      \$ \_\_\_\_\_**

Total Bid Price Written: \_\_\_\_\_ dollars.

**Bid Alternate 1**

Item No.	Floor	Location:	Quantity Units	Size	BR Level	Unit Price	Extended Price
BA1.1	2nd	Dispatch Door Frame, BR Glass, and all required components (instead of item #4 above).	1	36 x 80	Level 3	\$ _____	\$ _____
BA1.2	2nd	or any necessary updates or upgrades to the existing Dispatch Door Frame, such as hinges, to ensure its capability to support the weight of the ballistic-resistant glass (in conjunction with item #4 above).	<i>tbd</i>	n/a	Level 3	\$ _____	\$ _____

**Bid Alternate No. 1 Bid Amount:      \$ \_\_\_\_\_**

Bid Alternate 1 Total Bid Price Written: \_\_\_\_\_ dollars.



**Price Bid Schedule IFB-5432-24-KF "Purchase and Installation of Ballistic-Rated Glass"**

**Add Alternate 1**

<b>Item No.</b>	<b>Floor</b>	<b>Location:</b>	<b>Quantity Units</b>	<b>Size</b>	<b>BR Level</b>	<b>Unit Price</b>	<b>Extended Price</b>
AA1.1	2nd	Digital Lab lower pane only	1	21 3/4 x 37 3/4	Level 2	\$ _____	\$ _____
AA1.2	2nd	Digital Lab lower pane only	4	21 3/4 x 29 3/4	Level 2	\$ _____	\$ _____
AA1.3	2nd	Investigations lower pane only	6	37 3/4 x 25 3/4	Level 2	\$ _____	\$ _____
AA1.4	2nd	Investigations lower pane only	6	37 3/4 x 25 1/2	Level 2	\$ _____	\$ _____
AA1.5	2nd	Investigations lower level only	10	21 3/4 x 37 3/4	Level 2	\$ _____	\$ _____
AA1.6	2nd	PIO	4	21 3/4 x 37 3/4	Level 2	\$ _____	\$ _____
AA1.7	2nd	Chief's Office Windows	2	37 3/4 x 37 5/8	Level 2	\$ _____	\$ _____
AA1.8	2nd	Admin/Admin	2	37 3/4 x 37 5/8	Level 2	\$ _____	\$ _____
AA1.9	2nd	East - Accounting	2	37 3/4 x 33 1/2	Level 2	\$ _____	\$ _____
AA1.10	2nd	Admin Offices	12	25 1/2 x 44 3/4	Level 2	\$ _____	\$ _____
AA1.11	2nd	Admin Offices	2	21 3/4 x 37 1/4	Level 2	\$ _____	\$ _____

**Subtotal quantity units      51**

**Add Alternate No. 1 Bid Amount:                      \$ \_\_\_\_\_**

Add Alternate 1 Total Bid Price Written: \_\_\_\_\_ dollars.

**Price Bid Schedule IFB-5432-24-KF "Purchase and Installation of Ballistic-Rated Glass"**

**Add Alternate 2**

Item No.	Floor	Location:	Quantity Units	Size	BR Level	Unit Price	Extended Price
AA2.1	1st	Back Lower Level	2	25 3/4 x 65 1/2	Level 3	\$ _____	\$ _____
AA2.2	1st	Back Double Door	2	25 1/2 x 36 1/2	Level 3	\$ _____	\$ _____
AA2.3	1st	South Facing	10	21 3/4 x 37 1/2	Level 3	\$ _____	\$ _____
AA2.4	1st	Back Gym Door	1	35 x 67 1/2	Level 3	\$ _____	\$ _____

**Subtotal quantity units      15**

**Add Alternate No. 2 Bid Amount:                      \$ \_\_\_\_\_**

Add Alternate 2 Total Bid Price Written: \_\_\_\_\_ dollars.

**Bid Alternate 2 for Add Alternate 2**

Item No.	Floor	Location:	Quantity Units	Size	BR Level	Unit Price	Extended Price
BA2.1	1st	Back Double Door Frame, BR Glass, and all required components (instead of item #AA2.2 above).	2		Level 3	\$ _____	\$ _____
BA2.2	1st	or any necessary updates or upgrades to the existing Back Double Door Frame, such as hinges, to ensure its capability to support the weight of the ballistic-resistant glass (in conjunction with item #AA2.2 above).	<i>tbd</i>		Level 3	\$ _____	\$ _____
BA2.3	1st	Back Gym Door Frame, BR Glass, and all required components (instead of item #AA2.4 above).	1		Level 3	\$ _____	\$ _____
BA2.4	1st	or any necessary updates or upgrades to the existing Back Gym Door Frame, such as hinges, to ensure its capability to support the weight of the ballistic-resistant glass (in conjunction with item #AA2.4 above).	<i>tbd</i>		Level 3	\$ _____	\$ _____

**Bid Alternate No. 2 Bid Amount:                      \$ \_\_\_\_\_**

Bid Alternate 2 Total Bid Price Written: \_\_\_\_\_ dollars.

**Price Bid Schedule IFB-5432-24-KF "Purchase and Installation of Ballistic-Rated Glass"**

Add Alternate 3							
Item No.	Floor	Location:	Quantity Units	Size	BR Level	Unit Price	Extended Price
AA3.1	1st	Front Entry Lobby	3	37 1/4 x 47 3/4	Level 3	\$ _____	\$ _____
AA3.2	1st	Floor Front Entry Lobby	3	37 1/4 x 33 3/4	Level 3	\$ _____	\$ _____

**Subtotal quantity units      6**

**Add Alternate No. 3 Bid Amount:                      \$ \_\_\_\_\_**

Add Alternate 3 Total Bid Price Written: \_\_\_\_\_ dollars.

Ballistic-Rated Glass Lead Time: \_\_\_\_\_

Estimated Schedule and Project Timeline: \_\_\_\_\_

Is the Ballistic-Rated Level 2 and Level 3 Specifications and Warranty Information attached to the Bid Response? \_\_\_\_\_

Include the cost increase range for ballistic Level 2 and Level 3 glass as a percentage over the last four years:

	Level 2	Level 3
2020-2021	_____	_____
2021-2022	_____	_____
2022-2023	_____	_____
2023-2024	_____	_____