



Purchasing Division

Request for Quote

RFQ-5498-24-KH

Roll Off Containers for City Leaf Cleanup Program

Responses Due:

September 11, 2024, prior to 2:00 PM

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

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

NOTE: All City solicitation openings will continue to be held virtually.

Purchasing Representative:

Kassy Hackett, Buyer

kassyh@gjcity.org

970-244-1546

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1. Instructions to Quoters

- 1.1. **A.D.A Document Compliance Requirements:** All work documents, and/or Quote/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado 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. **Purpose:** The City of Grand Junction is soliciting competitive Quotes from qualified and interested Contractors for all labor, equipment, and materials required to supply and haul roll-off containers for the City's fall leaf cleanup program. All dimensions and scope of work should be verified by Contractors prior to submission of Quotes.
- 1.4. **Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent listed on the cover page is responsible for this procurement.

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.

- 1.5. **The Owner:** The City is the "Owner" who will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this solicitation.
- 1.6. **Submission:** **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website. (www.bidnetdirect.com/colorado).** ***This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals.*** (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "**Electronic Vendor Registration Guide**" at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/670589701>

You can also dial in using your phone.
Access Code: 670-589-701
United States: +1 (224) 501-3412
- One-touch: tel:+12245013412,,670589701#

Join from a video-conferencing room or system.
Meeting ID: 670-589-701
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 670589701@67.217.95.2 or 67.217.95.2##670589701

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

- 1.7. **Compliance:** All Offerors, by submitting a bid response, commit to adhere to all conditions, requirements, and instructions in this solicitation 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. **Controlling Authority:** The current version of the City [Procurement Policy](#) applies to this solicitation.
- 1.9. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. **Collusion Clause:** Each Offeror, 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 Offerors. The Owner retains the discretion to accept future bids for the same Work or commodities from participants in such collusion.
- 1.11. **Gratuities:** The Contractor/Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any commissions, fees, favors, 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.
- 1.12. **Altering Bids:** Any alteration(s) made before the opening date and time must be initiated by the Offeror. Bids may not be altered or amended after the submission deadline.

1.13. Withdraw of Bids: A Bid must be Contractor and valid for the award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only before the award.

1.14. 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 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 Offeror's Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Price Bid Schedule.

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

1.15. Exclusions: No oral, telephonic, emailed, or facsimile Quote will be considered

1.16. Contract Documents: The complete solicitation and Offeror's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.

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

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize with local conditions that may in any manner affect cost, progress, or performance of the Work;

- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Quoter's observations with the *Contract Documents*, and;
- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

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

1.18. Questions Regarding Statement of Services/Work: Any information relative to the interpretation of the Scope of Services/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. Acceptance of Bid Content: The bid selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the "Agency," "Consultant," "Contractor." or "Firm."

1.20. Addenda: Official response(s) to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the City GJ Cloud website at insert link. An Offeror(s) must acknowledge receipt of all addenda in the Bid(s).

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.

1.21. 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 the request of the Purchasing Agent, agrees to an extension.

1.22. Exceptions and Substitutions: All bids meeting the intent of this solicitation will be considered for the award. An Offeror that takes 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 Contract Documents.

- 1.23. Confidential Material:** All materials submitted in response to this solicitation shall ultimately become public record and shall be subject to inspection after the Contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and that provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information identified with the words "**Confidential Disclosure**" and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror(s) intends to be treated as confidential or proprietary must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its Bid or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire Bid may be claimed as confidential or proprietary.
- 1.24. Response Material Ownership:** All bids become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the Bid shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this solicitation, subject to limitations in the materials marked as "Confidential Material." Disqualification of a Bid does not eliminate the City's right.
- 1.25. Minimal Standard for Responsible Prospective Offeror(s):** The Offeror(s) must affirmatively demonstrate its responsibility. A prospective Offeror(s) must meet the following minimum requirements:
- a. Have adequate financial resources or the ability to obtain such resources if required.
 - b. Be able to comply with the schedule.
 - c. Have a satisfactory record of performance of projects of similar scope and size.
 - d. Have a satisfactory record of integrity and ethics.
 - e. Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.26. Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, contractor, firm, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable. Offerors may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project its bidding/proposing on, and possession of the necessary financial and other resources to complete the proposed Service/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 Service/Work from an individual, firm, 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.

- 1.27. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.28. Sales and Use Taxes:** The Contractor/Firm 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.
- 1.29. BB. Federal Taxpayer Identification Certificate (W-9):** Successful Offerors new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.30. Public Opening:** The opening of the Bids will be conducted publicly in a virtual meeting following the submittal deadline. Offerors, its representatives, and other interested parties are welcome to attend. The Owner will disclose the entity name, location, and total bid price for each bid.

2. General Contract Conditions for Construction Projects

- 2.1. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.
- 2.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the contract. The Owner will have authority to reject 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 authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

- 2.4. Bidder:** 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. 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.
- 2.5. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term sub-Contractor is referred to throughout the contract documents and means a sub-Contractor or its authorized representative.
- 2.6. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its Quote response to the Owner, in writing for acceptance, a list of the names of the sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-Contractors proposed for the principal portions of the Work. Prior to 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, prior to 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, prior to the award, withdraw its proposal without forfeiture of proposal 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 proposal 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 prior to the award.
- 2.7. 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 prior to receipt of Quotes unless the Quoter submits a written request for approval to the City Purchasing Division at least ten (10) days prior to

the date for receipt of Quotes. 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 Quoter shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other contracts, 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 Quotes, such approval will be set forth in an Addendum. Quoters shall not rely upon approvals made in any other manner.

- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the contract.
- 2.9. Warranty:** The Contractor warrants the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not so conforming to these standards may be considered defective. If required by Owner, the 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 replacement, the Contractor should neglect to make or undertake with due diligence to the same, the Owner may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Contractor's expense.
- 2.10. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental 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.
- 2.11. 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 sub-Contractors, its agents and employees, and all other persons performing any of the Work under a contract with the Contractor.
- 2.12. 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.
- 2.13. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work shall

remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.

2.14. Insurance: The selected Quoter 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 Quoter pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Quoter shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Quoter shall procure and maintain and, if applicable, shall cause any Subcontractor of the Quoter 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 Quoter pursuant to this Section. 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: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

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

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

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

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

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

With respect to each of Quoter's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required 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 Quoter. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Quoter shall be solely responsible for any deductible losses under any policy required above.

- 2.15. 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, sub-Contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.16. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of Quote. It is the responsibility of the Quoter to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All Quoters agree and warrant that Work performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.
- 2.17. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Quoter to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time 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 Quote Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.18. Progress & Completion:** The Contractor shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.19. 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 application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.20. 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. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.21. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the Work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.22. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for 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 in accordance with 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.
- 2.23. Minor Changes in the Work:** The Owner shall have 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.
- 2.24. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.25. Protection of Persons and 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 services, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury acceptably.

- 2.34. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this RFQ, in whole or in part, without prior written approval from the Owner.
- 2.36. Compliance with Laws:** Bids must comply with all Federal, State, County, and local laws governing the fulfillment of the Contract requirements for and on behalf of the public.
- 2.37. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.38. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFQ.
- 2.39. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Contractor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.40. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement, equally binding between the Owner and the 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 only with Amendment.
- 2.41. Contract Termination:**
The Contract shall remain in effect until any of the following occurs:
- a. Contract expires
 - b. Completion of Contract requirements
 - c. Final acceptance of products/equipment/materials, or
 - d. For the convenience of termination by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.42. Employment Discrimination:**
During the performance of the Contract Contractor agrees to:
- a. 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.

b. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that such Contractor is an Equal Opportunity Employer.

c. Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

- 2.43. 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 personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.44. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.45. Failure to Deliver:** In the event of failure of the Contractor to perform under the Contract, the Owner, after due oral or written notice, may procure Contract requirements from other sources and hold the Contractor responsible for any and all costs resulting in the fulfillments of the Contract requirements. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.46. 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 at any time under the terms thereof.
- 2.47. 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.
- 2.48. 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, the Contract which may result from Bid award. The Contractor shall pay any judgment concerning costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 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 Contract, payments to 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 to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.50. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.51. Patents/Copyrights:** The Contractor agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.52. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFQ 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 this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in the preparation, submission, and presentation of a Bid in response to this solicitation are the responsibility of the Contractor and shall not be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 C.R.S et seq
- 2.56. 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 obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.

- 2.57. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of the resulting Contract award.
- 2.58. Default:** The Owner reserves the right to terminate the Contract in the event the Contractor fails to meet delivery or completion schedules or otherwise performs under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Contractor.
- 2.59. Multiple Offers:** If an Offeror submits more than one Bid, THE ALTERNATE BID must be marked "Alternate BID." The Owner reserves the right to make the award in the best interest of the Owner.
- 2.60. 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" and/or a statement of financial interest before conducting business with the Owner.
- 2.61. Piggy-Back 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 pricings established in this Quote. The quantities furnished in this Quote document are only for the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

3. Statement of Work

- 3.1. GENERAL / BACKGROUND:** The City of Grand Junction is requesting competitive pricing from qualified and interested companies, for three 40-cubic yard roll-off containers, associated service trucks and drivers for the City's annual Leaf Cleanup Program. The program generally runs from October 7, 2024 thru December 31, 2024, depending on weather conditions. The City of Grand Junction will collect leaves and stockpile them at a dumpsite location. The dumpsite location is located next to Fire Station 6 at 731 27 RD. Reference the picture below. City of Grand Junction employees will load collected leaves into roll-off containers at the City Compound on a daily basis and notify the refuse company for delivery to the Mesa County Compost facility at the Mesa County's Orchard Mesa Landfill. The Mesa County Compost facility is open each week Wednesday through Friday, between 8:00 a.m. and 4:15 p.m. The delivery of loaded roll-off containers must occur within the compost facility's hours of operation.



3.2. SCOPE OF WORK: Three roll-off containers will be needed (on site) at the 2620 Legacy Way dumpsite location at the beginning of the collection program. City of Grand Junction Street Crews will load roll offs during or at the end of each day (Monday-Friday 7am-3:30pm), less holidays. The total quantity of roll-off loads required for last year's program (2023) was approximately 145, it is expected this will be a similar number of loads needed for this year's program; however quantities may significantly increase or decrease depending on weather conditions and leaf volumes. The containers must be 40 cubic yards in size, the price should be noted on the Price Quote Form.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

Kassy Hackett, Buyer
City of Grand Junction
kassyh@gjcity.org

3.3.3 Project Manager: The Project Manager for the Project is Jerod Timothy, Deputy General Services Director who can be reached at (970) 244-1565 or by email at jerodt@gjcity.org. During construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Attn: Jerod Timothy
333 West Avenue, Building C
Grand Junction, CO 81501
jerodt@gjcity.org

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

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

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

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

3.3.8 Contract: A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) Additional Documents, (3) the Quoter's response (Quote) to the RFQ, (4) clarification of the Quote, if any, and (5) the City's Purchasing Department's acceptance of the Quote by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the RFQ shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Quoter and the City Purchasing Agent or by a modified Purchase Order prior to the effective date of such modification. The Quoter expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

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

3.3.10 Contract Period: The original contract period shall be as stated in the Request for Quote (RFQ). The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period, which is from Contract issue date to December 31, 2024.

3.3.11. Renewals: The awarded Contractor and the Owner agree that the Contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the Contract for up to three (3) additional one (1) year Contract periods, contingent upon the applicable fiscal year funding/appropriations.

3.4. Contractor Quote Documents: For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's Quote response. However, should a

form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- **Contractor's Quote Form**
- **Price Bid Schedule**

3.5. RFQ TENTATIVE TIME SCHEDULE:

Request for Quote available	August 21, 2024
Inquiry deadline, no questions after this date	September 3, 2024
Addendum Posted	September 4, 2024
Submittal deadline for proposals	September 11, 2:00 PM
Notice of Award & Contract execution	September 25, 2024
Insurance Certificate due	October 1, 2024

4. Contractor's Quote Form

Quote Date: _____

Project: RFQ-5498-24-KH "Roll Off Containers for City Leaf Cleanup Program"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ Address _____

City _____ State _____ Zip _____

The undersigned Bidder, in compliance with the Request for Quote, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Quote Form is a part.

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

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the quote proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this quote proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a quote proposal for the purpose of restricting competition.
- The individual signing this quote proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

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

Company: _____

Authorized Signature: _____

Title: _____

Price Quote Schedule

RFQ-5498-24-KH Roll Off Containers for City Leaf Cleanup Program

Item	Unit	Description	Unit Price Per Haul
1.	Per Haul	40 cubic yard roll-off container provided, transported and dumped at the Mesa County Composting Facility. Including all labor, equipment, and materials required.	

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this quote is submitted in accordance with all applicable Federal, State, County, and City laws.

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

Company: _____

Authorized Signature: _____

Title: _____