



Invitation for Bid

IFB-5501-24-DD

Hydro Mulching

Responses Due:
September 3, 2024, before 3:00 p.m. MDT

Accepting Electronic Responses Only
Submitted Through the
Rocky Mountain E-Purchasing System (RMEPS)
<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

NOTE: All City solicitation openings will be held virtually, information in Section 1.8.

Purchasing Agent:
Dolly Daniels, Senior Buyer
dollyd@gjcity.org 970-256-4048

Invitation for Bid

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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 Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to the Purchasing Agent listed below:
Dolly Daniels
dollyd@gjcity.org

Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. **Purpose:** The City of Grand Junction, Colorado, by and through the Parks and Recreation Department is soliciting competitive pricing bids from qualified Firms interested in supplying and applying hydro-mulching services for approximately 8 acres at the Lincoln Park Golf Driving Range. All dimensions and Scope of Work shall be verified by Firms prior to submission of bids
- 1.5. **Owner:** The "Owner" is the City and its authorized representative(s); the term Owner or City may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Offerors, by submitting a bid response, commit to adhere to all conditions, requirements, and instructions in this IFB as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.7. **Procurement Process:** The 2023 version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this Solicitation.

- 1.8. **Submission:** *Each bid response shall be submitted in electronic format only through the Rocky Mountain E-Purchasing System (RMSPS) BidNet Direct website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>)*. This site offers both “free” and “paying” registration options which allow for full access to the Owner’s documents and electronic submission of Bids. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline. **800-835-4603**.

Bids shall be formatted as directed in Section 4.0. 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:

Please join my meeting from your computer, tablet or smartphone.

Bid Opening for Hydro Mulching

Sep 3, 2024, 3:00 – 3:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/624000037>

You can also dial in using your phone.

Access Code: 624-000-037

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Join from a video-conferencing room or system.

Meeting ID: 624-000-037

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

Or dial directly: 624000037@67.217.95.2 or 67.217.95.2##624000037

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

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

- 1.9. **Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by the Offeror in writing, duly executing, and submitting to the place where Bids are to be submitted at any time before the Bid Opening. Bids may not be altered, modified, or amended after the submission date.
- 1.10. **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 Bid Submittal Form.

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

- 1.11. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.12. Contract Documents:** The complete IFB and Offeror's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.
- 1.13. Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the Project 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 shall be taken as evidence of compliance with and understanding. Before submitting a Bid, each Offeror shall, at a minimum:
- (a) Examine the *Contract Documents* thoroughly;
 - (b) Study and carefully correlate the Offeror's observations with the *Contract Documents*; and,
 - (c) Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.
- 1.14. Questions Regarding Statement of Work:** Any information relative to the interpretation of the Scope of Work and/or Specifications shall be requested in writing through email to the Purchasing Agent, no later than close of business on the day of the inquiry deadline. Questions received after the inquiry deadline may not be answered.
- 1.15. Addenda & Interpretations:** An official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the bid opening/receipt date shall be made by a written Addendum to the Solicitation by the Purchasing Agent. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction> and posted on the City's

website at <https://www.gjcity.org/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by the Owner unless such clarification or change is provided in written addendum form from the City Purchasing Division. Offeror(s) must acknowledge receipt of all addenda in its bid.

- 1.16. **Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs shall not include taxes.
- 1.17. **Sales and Use Taxes:** The 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.
- 1.18. **Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following the opening date, unless the Offeror, upon request of the Purchasing Agent, agrees to an extension.
- 1.19. **Exceptions and Substitutions:** All bid responses meeting the intent of this IFB shall be considered for award. Offeror(s) taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the pertinent section. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates the Offeror has not taken exceptions, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.20. **Collusion Clause:** Each Offeror, by submitting a bid, certifies that it is not engaged in any collusive 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.
- 1.21. **Gratuities:** The Firm 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 Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.22. **Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Offerors may be required to submit satisfactory evidence that it is responsible, have practical knowledge of the Project bid upon, and have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify an Offeror and Bid:

- (a) More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- (b) Evidence of collusion among Offerors. Any participant in such collusion shall not receive recognition as an Offeror for any future Work of the Owner until such participant has been reinstated as a qualified Offeror.

1.23. 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.

1.24. Public Opening: The Bid response(s) will be opened in a virtual meeting immediately following the submittal deadline. The Offeror(s)/Bidder(s), its representatives, and interested persons may attend. Only the Offeror/Bidder entity name, entity city, and price 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 Offeror. The Contract represents the entire and integrated agreement between the Owner and the Firm, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. The Contract may be amended or modified with a Change Order or Amendment.

2.2. The Work: Includes all labor necessary to perform the Project required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such performance.

2.3. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Offeror. By executing the Contract, the Offeror represents that it has familiarized itself with the conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work.

2.4. Responsibility for those Performing the Work: The Firm 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.

2.5. Insurance Requirements: The selected Firm agrees to procure and maintain, at its own

cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Firm 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 Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm 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: Vendor 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, 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 include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests' 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 Vendor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests' provision.

2.5.1. 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 Firm.

The Firm shall be solely responsible for any deductible losses under any policy required above.

- 2.6. Indemnification:** The Firm shall defend, indemnify, and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.
- 2.7. Miscellaneous Conditions & Material Availability:** The Offeror must accept responsibility for verification of material availability, production schedules, and other pertinent data before submission of a bid. It is the responsibility of the Offeror to notify the Owner immediately if the materials specified are discontinued, replaced, or not available for an extended period.
- 2.8. Time:** 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.
- 2.9. Progress & Completion:** The Firm 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.
- 2.10. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of 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.
- 2.11. 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 Firm 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.

- 2.12. Claims for Additional Cost or Time:** If the Firm 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 Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm 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.
- 2.13. 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.
- 2.14. Correction of Work:** The Firm shall promptly correct all Work found by the Owner as defective or as failing to conform to the Contract Documents. The Firm 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 Firm.
- 2.15. Acceptance Not Waiver:** The Owner's acceptance or approval of Work furnished hereunder shall not in any way relieve the Firm 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.
- 2.16. 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.
- 2.17. Assignment:** The Firm 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.
- 2.18. 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.
- 2.19. 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.
- 2.20. Confidentiality:** All information disclosed by the Owner to the Firm for the Work to be done, or information that comes to the attention of the Firm during the course of performing such Work, is to be kept strictly confidential.

- 2.21. Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this IFB.
- 2.22. 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.
- 2.23. Employment Discrimination:** During the performance of any Work, the Offeror, by submitting a Bid, agrees to:
- 2.23.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- In all solicitations or advertisements for employees placed by or on behalf of the Firm, the Firm asserts that it is an Equal Opportunity Employer.
- 2.23.2.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.24. Affirmative Action:** In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations, as mandated by applicable federal, state, and local laws.
- 2.25. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ 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.
- 2.26. Ethics:** The Offeror/Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.27. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the products/materials from other sources and hold the Firm responsible for any and all costs resulting in the fulfillment of this solicitation. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.28. 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.

- 2.29. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.
- 2.30. Independent Firm:** The Firm shall be legally considered an independent firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.31. 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;
- (b) Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- (c) Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- (d) Failure to acknowledge receipt of any or all issued Addenda;
- (e) Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- (f) Failure to list the names of subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- (g) Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost, or which contains inadequate or unreasonable prices for any item;
- (h) Tying of the Bid with any other bid or Contract; and
- (i) Failure to calculate Bid prices as described herein.

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

- Reject any and all Bids,

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

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

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 cost 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 and all 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.

- 2.33. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Firm for the Project, shall become the property of the Owner. All information furnished by the Owner is and shall remain, the Owner's property.
- 2.34. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.35. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). In no event shall the Owner be liable to the Firm 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.
- 2.36. Governing Law:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court, 21st Judicial District, Mesa County, Colorado.
- 2.37. 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.
- 2.38. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.39. 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).
- 2.40. Piggyback Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and prices established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its awards on its respective Purchase Orders through its purchasing office(s) or use its purchasing card(s) for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggyback" on the Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.41. Definitions:

- 2.41.1.** “City” or “Owner” is the City of Grand Junction, Colorado.
- 2.41.2.** “Consultant” or “Firm” is the person, organization, entity, or consultant identified as such in the proposal and is referred to throughout the Contract. The term Firm means the Firm or its authorized representative(s).
- 2.41.3.** “Offeror” refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the IFB.
- 2.41.4.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 2.41.5.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.41.6.** “Subcontractor” is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

3.0 Statement of Work

3.1. General: The City of Grand Junction, Colorado, by and through the Parks and Recreation Department is soliciting competitive pricing bids from qualified Firms interested in supplying and applying hydro mulching services for approximately 8 acres as described, and for the purposes stated herein in accordance with the terms and conditions of this IFB.

3.2. General Specifications:

- 3.2.1.** The Firm will be required to provide the necessary labor, tools, equipment and supplies to perform the required services.
- 3.2.2.** A total of 8 acres at the Lincoln Park Golf Driving Range is required to be hydro-mulched. There is no seed or fertilizer required.
- 3.2.3.** 4 acres to be completed early September 2024 and the remaining 4 acres to be completed in mid-May 2025

3.3. Special Conditions & Provisions:

3.3.1 Personnel: All workers assigned by the Firm servicing a City job shall be adequately and properly trained to perform their work properly and safely.

The Firm is responsible for supplying equipment and staff capable of completing work in a safe and efficient manner.

3.3.2 Completion Schedule: 4 acres to be completed in early September 2024 and the remaining 4 acres to be completed mid-May 2025.

3.3.3 Invoicing: Each completed Work Request shall be invoiced separately. All invoicing shall be submitted no later than fourteen (14) calendar days after the completion of the Work. Invoices shall be submitted via email to dougj@gjcity.org

- a. Body of invoice must contain at a minimum:
 - i. Contract Number
 - ii. Date of completion
 - iii. Total price

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

All work shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

3.3.5. Authorized Representatives of the City: Those authorized to represent the City shall include Purchasing Agent, Parks and Recreation Staff, and Inspectors employed by the City, only.

3.3.6. Stockpiling Materials and Equipment: All stockpiling/storage shall be in accordance with General Contract Condition Section 51.

3.3.7. Clean-Up: The Firm is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

Firm will be held responsible for the cost of full cleanup of any chemical spills and the proper disposal of all containers, spill material and clean-up material.

3.3.8 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 as incidental to those items, and will be included in the cost of those items.

3.3.9 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.

The Firm 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.

3.3.10 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 prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

3.3.11 City Project Manager: The Project Manager for the Project is Doug Jones, Golf Course Supervisor, reachable at (970) 201-4117 or by email at dougj@gjcity.org. The Project Manager will be responsible for approving and accepting all Work within the Scope of Services. During the performance of the Services, all notices, letters, submittals, and other communications directed to the City shall be delivered to: Doug Jones, Golf Course Supervisor dougj@gjcity.org
City of Grand Junction, General Services

3.3.12. Contract Administrator: The Contract Administrator for the Project is Duane Hoff, Jr., reachable at (970) 244-1545. Contract-related inquiries, issues, and communications related to the Contract during the Project phase will be directed to: Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

3.4. Contract Term: The Contract will be effective from the date of execution by the Parties and services shall be provided one year from contract signing.

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

- Offeror’s Bid Form
- Price Bid Schedule

3.6. IFB Tentative Time Schedule:

- Invitation for Bid available August 26, 2024
- Inquiry deadline, no questions after this date August 29, 2024, 5:00 PM
- Final Addendum Posted August 30, 2024
- Submittal deadline for Bids September 3, 2024, 3:00 PM
- Notice of Award & Contract Execution September 5, 2024

3.7. Questions Regarding Scope of Services:
Dolly Daniels, Purchasing
dollyd@gjcity.org

4.0. Offeror's Bid Form

Bid Date: _____

Project: IFB-5501-24-DD "Hydro Mulching"

Bidding Entity: _____

Name of Authorized Agent: _____

Agent Email: _____

Telephone Number: _____

Entity Address: _____

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

The undersigned Offeror, in compliance with the Invitation for Bid, having examined the Instruction to Offeror(s), General Contract Terms and Conditions, Statement of Work, Specifications, and any Addenda thereto, having investigated the location of, and conditions affecting the proposed Work, hereby proposes to furnish all labor, materials and supplies, and to perform all Work for the Project following the Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Submittal Form is a part.

The undersigned Offeror does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same Work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Offerors, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

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

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

Prices in the bid response have not knowingly been disclosed with another provider and will not be before the award.

- Prices in this bid response have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or entity to submit a bid response to restrict competition.

- The individual signing this bid response certifies it is a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the bid concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the submitted bid prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: _____

The Offeror is responsible for ensuring all Addenda have been received and acknowledged.

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

Print Full Entity Name: _____

Authorized Signature: _____

Print Name of Signatory: _____

Title of Signatory: _____

PRICE BID SCHEDULE: IFB-5501-24-DD Hydro Mulching

Description	Unit of Measure	Quantity	Unit Pricing	Total Pricing
Supplying and applying hydro mulching services for approximately 8 acres as described in Section 3.1	Acre	8	\$ _____/Acre	\$ _____

Total Amount Written _____ **Dollars**

Print Full Entity Name: _____

Authorized Signature: _____

Date: _____