



Request for Quote

RFQ-5530-24-KF

Armored Car Service

Responses Due:

November 4, 2024, before 1:00 p.m. MST

Accepting Electronic Responses Only
Submitted Through the
Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

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

Purchasing Agent:

Kathleen Franklin

kathleenf@gjcity.org

970-244-1513

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Section 1.0: Instructions to Bidders

- 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 Bidder is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Quote (RFQ).
- 1.3. **Issuing Office:** This RFQ is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Bidder's quote.
- 1.4. **Purpose:** The City of Grand Junction, Colorado, is seeking quotes from qualified and interested contractors to provide armored car services at various locations. All services will be provided under the terms and conditions outlined in this RFQ.
- 1.5. **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Bidders, by submitting a quote, commit to adhere to all conditions, requirements, and instructions in this RFQ as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to clearly understand the requirements, or should it appear that various instructions conflict, the Bidder(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.7. **Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.

- 1.8. **Submission:** *Each quote shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of quotes. (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. (The Purchasing Agent does not have access to or control the vendor side of RMEPS. If there are website or other problems that arise during response submission, the Bidder **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

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

**Solicitation Opening, Armored Car Service, RFQ-5530-24-KF
November 4, 2024, 1:00 p.m. (America/Denver)**

Please join the meeting from a computer, tablet, or smartphone.
<https://meet.goto.com/568108021>

Dial in using a phone.

Access Code: 568-108-021

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Join from a video-conferencing room or system.

Meeting ID: 568-108-021

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

Or dial directly: [568108021@67.217.95.2](tel:568108021@67.217.95.2) or [67.217.95.2###568108021](tel:67.217.95.2###568108021)

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

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

- 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 or quote is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or quote(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. **Public Disclosure Record:** If the Bidder knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.
- 1.11. **Collusion Clause:** Each Bidder, by submitting a quote, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state

antitrust laws, rules, and/or regulations. Any quote(s) found to have evidence or reasonable belief of collusion among the Bidders will be rejected. The Owner reserves the right, at its discretion, to accept future quotes for the same service(s) or work from participants identified in such collusion.

- 1.12. **Gratuities:** The Bidder shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Quote and/or an award of a Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.13. **Ethics:** No Bidder shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.14. **Altering Quotes:** Any alterations made before the opening date and time must be initiated by the Bidder. Quotes may not be altered or amended after the submission deadline.
- 1.15. **Withdrawal of Quotes:** Quotes may be modified or withdrawn by an appropriate document stating such, duly executed, and submitted to the place where Quotes are to be submitted at any time before the deadline.
- 1.16. **Offers Binding for Sixty (60) Days:** Once submitted, a quote must remain firm and valid for consideration of award and may not be withdrawn or canceled by the Bidder for sixty (60) days following the submittal deadline.
- 1.17. **Printed Form for Price Quote:** All Price Quotes must be made upon the Price Quote Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the Bidder.

The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Quote price shall be equal to the sum of all extended amount prices. When an item in the Price Quote Schedule provides a choice to be made by the Bidder, the Bidder's choice shall be indicated under the specifications for that item and thereafter no further choice shall be permitted.

Where the unit of a pay item is a lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Quote.

All blank spaces in the Price Quote Schedule must be properly filled out.

Quotes by corporations must be executed in the corporate name by the president, or vice president, or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Quotes by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bidder's Quote shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bidder's Quote Form.

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

1.18. Exclusions: No oral, telephonic, emailed, or facsimile quote will be considered.

1.19. Contract Documents: The Contract Documents consist of the complete solicitation and the Bidder's quote. Solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).

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

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize itself with local conditions that may in any manner affect the cost, progress, or performance of the Services;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost, progress, or performance of the Services;
- d. Study and carefully correlate Bidder'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 Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services.

- 1.21. Questions Regarding Specifications or Statement of Services/Work:** All requests for clarification or interpretation of the Specifications, and/or Scope of Services/Work must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions submitted after the deadline may not receive a response.
- 1.22. Addenda:** Official response 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 BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. A Bidder(s) must acknowledge receipt of all addenda in the quote(s).
- 1.23. Exceptions and Substitutions:** All quotes meeting the intent of this RFQ will be considered for the award. A Bidder that takes exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Bidder 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 Bidder has not taken exception(s), and if awarded a Contract, shall hold the Bidder responsible for performing in strict accordance with the Contract Documents.
- 1.24. Disqualification of a Bidder:** A Quote will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity 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 otherwise deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is quoting, 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 a Bidder and Quote:

- More than one Quote is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and
 - Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future Service/Work of the Owner until such participant has been reinstated as a qualified Bidder.
- 1.25. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.26. Sales and Use Taxes:** The Contractor and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use

taxes. Quotes shall reflect the removal of sales and use tax on materials, fixtures, and equipment.

- 1.27. **Federal Taxpayer Identification Certificate:** Successful Bidder(s) 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.
- 1.28. **Public Opening:** The opening of the Quote(s) shall be conducted publicly in a virtual meeting following the quote deadline. Bidders, representatives, and interested people may be present. Quotes shall be received and acknowledged to maintain transparency in the process.

Section 2.0: General Contract Terms and Conditions

- 2.1. **Nonconforming Terms and Conditions:** A quote 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 quote before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor 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. **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 Services. 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 Service(s). 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 necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Contractor performs any Services 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 Services.

- 2.4. Responsibility for those Performing the Services:** The Contractor shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services under the Contract.
- 2.5. 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 Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Contractor of the value of Service(s) performed under the Contract Documents. The Service(s) performed by the Contractor shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Contractor signed by the Contact Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.7. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment to the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.8. Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Contractor are found by the Owner to be non-conforming to the terms of the Contract, the Contractor shall promptly correct such issues. The Contractor shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Contractor of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services 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.

- 2.10. 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.
- 2.11. 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.
- 2.12. Compliance with Laws:** Quotes must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Contractor hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.13. 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.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Bidder and/or the Contractor for the Services to be performed or information that comes to the attention of the Contractor during the performance of such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFQ.
- 2.16. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner, or any quote may be rejected in whole or in part when it is in the best interest of the City.
- 2.17. Contract:** This solicitation, the Bidder's quote/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 City 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.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; 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 days past notification.
- 2.19. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:

- 2.19.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.19.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.20. 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.
- 2.21. 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 Services from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.22. 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.
- 2.23. 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.
- 2.24. 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 quote award.

The Contractor shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.

- 2.25. Independent Contractor:** The Contractor shall be legally considered an independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contractor, 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.
- 2.26. Ownership:** All documents, plans, concepts, and work prepared under the Contract, *etc.*, created by the Contractor for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.27. Governing Law:** The Contract and/or any agreement(s) 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.
- 2.28. Expenses:** Expenses incurred in the preparation, submission, and presentation of a quote in response to this solicitation are the responsibility of the Contractor and shall not be charged to the Owner.
- 2.29. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*
- 2.30. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated 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.
- 2.31. 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 resulting Contract award.

- 2.32. Default:** The Owner reserves the right to terminate the Contract in the event the Contractor fails to meet delivery, or completion schedule(s) 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.
- 2.33. Piggyback:** Agreements resulting from this solicitation are intended primarily for the Owner. However, other governmental entities may be extended the opportunity to utilize the awarded Contract, contingent upon the agreement of the successful Bidder and the participating agencies. All participating entities must adhere to the specifications, terms, conditions, and contract prices established within the agreement. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required.

It is understood and agreed that the City is not a legally binding party to any contractual agreement made between another governmental entity and the Contractor as a result of this solicitation. The City shall not be held liable for any costs or damages incurred by any other entity.

2.34. Definitions:

- 2.34.1.** “Agency,” “Consultant,” “Contractor,” or “Firm” is the individual, organization, entity, or consultant identified as such in the quote and throughout the Contract. The term encompasses the Agency, Consultant, Contractor, Firm, or its authorized representative(s).
- 2.34.2.** “Bidder” refers to the person(s) legally authorized by the Agency, Contractor, or Firm to make an offer and/or submit a quote in response to the RFQ.
- 2.34.3.** “City” or “Owner” is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.34.4.** “Contract Sum” is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.
- 2.34.5.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Contractor as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence 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 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.

- 2.34.6. "Key Personnel" designates the crucial individual(s) from the Agency, Contractor, or Firm essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.
- 2.34.7. "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 2.34.8. "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
- 2.34.9. "Subcontractor" is a person(s) or organization that has a direct contract with the Agency to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

Section 3.0: Insurance

- 3.1. **Insurance Requirements:** The selected Contractor 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 Contractor under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

- (b) Commercial General Liability with minimum combined single limits of:
ONE MILLION DOLLARS (\$1,000,000) per occurrence
TWO MILLION DOLLARS (\$2,000,000) aggregate.

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

- (c) Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of:
ONE MILLION DOLLARS (\$1,000,000) per occurrence
ONE MILLION DOLLARS (\$1,000,000) aggregate

This coverage applies to each of the Contractor's owned, non-owned, and hired vehicles used in the performance of the Services/Work.

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), (c), and (e) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall serve as primary insurance, with any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any Owner's insurance pool being considered excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications, Scope of Services/Work

- 4.1.** The successful Contractor will perform Armored Car Services including weekly pick-up and delivery of locked or sealed bank bags to the financial institution as designated by the City. At this time, it is ANB Bank located at 131 North 6th St, Grand Junction, CO 81501.
- 4.2.** The awarded Contractor must have depository capabilities and provide secure storage, liability protection, and reliable revenue delivery.
- 4.3.** The awarded Contractor is required to provide weekly pickup and bank deposit services to ensure timely handling of funds. Pickups will be conducted once per week during regular business hours, Monday through Friday, according to the scheduled hours outlined in the table below.

4.4. Coordination and Pickup Locations: The awarded Contractor is expected to coordinate effectively with all relevant City departments and locations listed in the table below. The City reserves the right to add, modify, or remove locations as needed to accommodate evolving requirements. Please note that exact locations and pickup frequencies may change over the term of any resulting contract. All locations are situated in Grand Junction, Colorado.

Location:	Address:	Scheduled Pickup Hours:
City Hall	250 N 5 th St	9-3:30
Cemetery	2620 Legacy Way	** 9-noon
Customer Service	910 Main St	9-3:30
Fire Department	625 Ute Ave	9-3:30
Lincoln Park Golf	800 Mantlo Cir	9-3:30
Orchard Mesa Pool <ul style="list-style-type: none"> • Summer Season (May 1 – August 31): Access is restricted from 9:30 a.m. to 12:30 p.m. • Off-Season (September 1 – April 30): Standard access hours apply. 	2736 Unawweep Ave	** 12:30-3:00
Police Department	555 Ute Ave	9-3:30
Parks & Rec Admin	1340 Gunnison Ave	9-3:30
Tiara Rado Golf	2057 S Broadway	9-3:30

4.5. Pickup services will be adjusted to accommodate the following City-observed holidays.

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

- 4.6. The awarded Contractor will collect between one and five deposit bags from each location each week.
- 4.7. The awarded Contractor is responsible for collecting empty deposit bags from the bank and returning the bags to the designated pickup location. The number of bags picked up from each location must match the number returned the following week, ensuring consistency and efficiency in the deposit bag handling process.
- 4.8. Certain locations will be allowed to temporarily suspend pick-up services during off-seasons or facility closures. Departments will not be charged for services at locations that are “suspended.” The Department will provide at least twenty-four (24) hours' notice to the local point of contact when a location is to be suspended for an extended period.
- 4.9. The awarded Contractor shall not charge the City for any **excess premise time** or additional items beyond standard service. During peak periods, service may require handling increased volumes and extended processing times as part of the City's normal business operations. All locations prioritize customer service, so the Contractor may occasionally be required to wait as necessary.
- 4.10. The Contractor shall invoice only for completed pickups and shall not bill for any projected or anticipated pickups. If a stop is attempted outside the scheduled pickup window and the facility is locked, the Contractor shall not invoice for the missed pickup.
- 4.11. Quoted prices must remain firm for the entire duration of this agreement and must include **all** costs associated with fulfilling the contract. For any contract renewal opportunities, the contract rates must remain unchanged.
- 4.12. Employees of the awarded Contractor are expected to deliver the highest standard of customer service, maintaining a courteous and professional demeanor in all interactions with City personnel. Employees must be in uniform, present a neat and clean appearance, and display visible identification that includes both the Contractor's name and the employee's name.
- 4.13. The awarded Contractor must ensure that all vehicles comply with applicable parking regulations and requirements. Contractor vehicles must not impede the normal flow of traffic at any location or block access to pedestrian walkways, fire and emergency lanes, handicap-access areas, or designated customer and employee parking areas.
- 4.14. **Special Conditions & Provisions:**
 - 4.14.1. **Questions Regarding the Solicitation Process or the Scope of Services/Work:**

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

- 4.14.2. Inclement Weather, Public Health Emergencies, and Facility Closures:** In the event of inclement weather, a pandemic, or unforeseen City facility closures, notifications will be provided to the local point of contact. City locations may operate under specific policies during such events.
- 4.14.3. Estimated Quantities:** The location pickups outlined in this RFQ represent estimated weekly pickups for the duration of the contract period. Actual pickup locations may vary and could increase or decrease based on the City's needs. The City does not guarantee a minimum or maximum number of pickups.
- 4.14.4. Minimum Quantities:** The Contractor shall not impose any minimum pickup quantity requirements under this contract.
- 4.14.5. Pricing:** Pricing for the services must be "all-inclusive," encompassing all relevant costs for the successful execution of the work. This includes, but is not limited to labor, fuel, materials, meetings, calls, travel expenses, permits, fees, and any other associated costs.

The Contractor is required to submit a **not-to-exceed** cost amount per pickup amount using the Price Quote Schedule found in Section 5.0. The Owner will not pay nor be liable for any other additional costs beyond the agreed pricing structure. This exclusion includes but is not limited to, taxes, insurance, interest, penalties, termination payments, attorneys' fees, liquidated damages, etc.

All fees and pricing are subject to negotiation between the Contractor and the Owner.

- 4.14.6. Payment and Invoicing:** Invoices shall be submitted monthly to:

City of Grand Junction
Finance Accounts Payable
P.O. Box 1809
Grand Junction, CO 81502-1809

A complete invoice must include the following details:

- Contractor's name, address, and contact information
- Billing Date
- Dates of Service/Month
- Invoice Number
- City-provided Purchase Order Number
- List of locations/services with pickups during the billing period
- Number of pickups at each location
- An explanation of any adjustments

4.14.7. Laws, Codes, Rules, and Regulations: The Contractor shall ensure that all Services/Work provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.14.8. Contract: A binding Contract shall consist of (1) the RFQ and any Addendum(s) thereto, (2) the Bidder's response (Quote) to the RFQ, (3) any clarification of the Quote, if applicable, and (4) the City's Purchasing Department's acceptance of the quote through a "Notice of Award." All Exhibits and Attachments within the RFQ 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 Bidder and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.14.9. Contract Term: The Contract shall become effective upon execution by the Parties and shall remain in effect until December 31, 2025, contingent upon the appropriation of funds by the City Council. The awarded Contractor and Owner may, upon mutual agreement, opt to renew the contract for up to three (3) additional one-year periods subject to satisfactory performance and the appropriation of funds by the City Council. **Any renewals must adhere to the original Contract terms, conditions, and pricing/rate.**

4.14.10. Contract Administrator: The City's Contract Administrator for this project is Duane Hoff, Jr., CPPB. All contract-related inquiries, issues, change orders, amendments, and communications during the provision of services should be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org
(970) 244-1545

4.15. Attached Documents:

Appendices * If any issues are encountered with the link(s), try using an alternate browser and refreshing the page.

Note: *There are currently no attachments for this solicitation.*

4.16. Tentative Calendar of Events:

- Solicitation available October 14, 2024
- Inquiry deadline, no questions after this date October 22, 2024, close of business
- Final Addendum Posted, *if required* October 24, 2024
- Submittal deadline for quotes November 4, 2024, 1:00 p.m. MST
- Final Selection November 6, 2024
- Contract execution November 8, 2024

Section 5.0. Bidder's Quote Form

Quote Date: _____

Project: RFQ-5530-24-KF "Armored Car Service"

Bidding Entity: _____

Name of Authorized Agent: _____

Agent Email: _____

Telephone Number: _____

Entity Address: _____

City: _____ State: _____ Zip: _____

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

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

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

Prices in the bid response have not knowingly been disclosed with another provider and will not be 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 Bidder, authorized to represent the Bidder, and is legally responsible for the bid concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the submitted bid prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered, to the the Owner if the invoice is paid within _____ days after the receipt of the invoice.
The Owner reserves the right to consider any such discounts when determining the quote award that is no less than Net 10 days.

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

State number of Addenda received: _____

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

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

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

Print Full Entity Name: _____

Authorized Signature: _____

Print Name of Signatory: _____

Title of Signatory: _____

Price Quote Schedule RFQ-5530-24-KF “Armored Car Service”

Item	Description	Quantity	Unit of Measure	Cost	Extended Price
1)	One (1) time per week pickup	9	Each		
1) Extended Price Written: <hr/> <div style="text-align: right;">_____dollars</div>					
2)	One (1) special pick-up, as needed.	1	Each		
2) Extended Price Written: <hr/> <div style="text-align: right;">_____dollars</div>					

Contractor Preferred Pickup Day (must be Monday – Friday): _____

Include a supplemental page outlining the armored car service operations, including but not limited to personnel, service schedules, including holidays, security procedures, etc.

Local point of contract for special pickups, changes, or location suspensions.

Local Point of Contact: _____

Email: _____

Telephone Number: _____

Address: _____

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