The City of Grand Junction New Supplier Portal is Coming!

Hello Supplier,

The City of Grand Junction is transitioning our financial management system to a new online cloud-based solution. The new system is called the GJ Cloud. Beginning **April 1, 2025,** new suppliers will have the opportunity to register, and existing suppliers will access our new cloud Supplier Portal to do business with us. GJ Cloud will streamline the way we do business and provide a more efficient means for payment processing.

NOTE: The Supplier Portal and registration is **not** for bidding opportunities. Suppliers will continue to utilize BidNet Direct, and City's Purchasing website.

The Supplier Portal will be your primary communication channel to the Accounts Payable Division, and as such, you will be able to:

- View and update your supplier profile information
- View purchase orders and invoices, if applicable
- Track payment status, if applicable

Right now, there is no action needed by the supplier. Continue to communicate and do business with us as you have done in the past. Further communications will be provided with specific instructions for viewing and updating your supplier profile in the new system.

Thank you and we look forward to doing business with you through GJ Cloud.

Purchasing Division

Request for Quotes

RFQ-5600-25-KN

Chlorine

Responses Due:
February 11, 2025, prior to 2:00 PM Mountain Time

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

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

Purchasing Representative:
Kassy Nelson, Buyer
kassy.nelson@gjcity.org
Phone (970) 244-1546

NOTE: Solicitation opening will be held virtually.
See Section 1.7 for details.

Request for Quotes

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1. Instructions to Bidders

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/Work being solicited.

1.1. A.D.A Document Compliance Requirements: All work documents, and/or Quote/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

1.2. Issuing Office: This Request for Quotes (RFQ) is issued by the City of Grand Junction. All contact regarding this RFQ is to be directed to:

Kassy Nelson, Buyer
kassyh@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. assigned to the project or Purchasing Division. Other communication may result in disqualification.

1.3. Purpose: The City of Grand Junction and Mesa County are soliciting competitive Quotes from qualified and interested companies for all labor, equipment, and materials required to provide and deliver **chlorine for the Lincoln Park Pool.** All specifications and scope of work should be verified by Bidders prior to submission of Quotes.

1.4. The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.

1.5. Compliance: All Firms, by submitting a Quote, agree to comply with all conditions, requirements, and instruction of this RFQ as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Firm(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

1.6. Procurement Process: The most current version of the City of Grand Junction Purchasing Policy and Procedure Manual is contracting.

1.7. Submission: ***Each Quote shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website (***www.bidnetdirect.com/colorado). *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "**Electronic Vendor Registration Guide"** at http://www.gjcity.org/501/Purchsing-Bids for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/754881261

You can also dial in using your phone.
Access Code: 754-881-261
United States: +1 (872) 240-3412
- One-touch: tel:+18722403412,,754881261#

Join from a video-conferencing room or system.
Meeting ID: 754-881-261
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 754881261@67.217.95.2 or 67.217.95.2##754881261

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

1.8. Modification and Withdrawal of Quotes Before Opening: 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 prior to Quote Opening.

A Quote must be firm and valid for award and may not be withdrawn or cancelled by the Firm for sixty (60) days following the submittal deadline date, and only prior to award.

1.9. 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 Firm 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 Firm, Firm's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is 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 Firm's Quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Firm's Quote Form.

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

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

1.11. Contract Documents: The complete RFQ and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, https://www.gjcity.org/501/Purchasing-Bids.

1.12. 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 with respect to its Quote. The submission of a Quote shall be taken as evidence of compliance with this section. Prior to submitting a Quote, each Firm 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 cost, progress, or performance of the Work;

c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;

d. Study and carefully correlate 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.

1.13. Questions Regarding Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.

1.14. Addenda & Interpretations: If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically 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 Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.

1.15. Taxes: The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.16. 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 in accordance with the provisions of the General Contract Conditions. Quotes shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.

1.17. Offers Binding 60 Days: Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.

1.18. Exceptions and Substitutions: All Quotes meeting the intent of this RFQ shall be considered for award. A Firm taking exception to the specifications does so at the Firm's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Firm must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Firm has not taken exceptions, and if awarded a Contract shall hold the Firm responsible to perform in strict accordance with the specifications or scope of the Quote and Contract Documents.

1.19. Collusion Clause: Each Offeror by submitting a Quote certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all Quotes shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future Quotes for the same service or commodities for participants in such collusion.

1.20. Disqualification of Bidders: A Quote 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.

Bidders may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project Quote upon and that it has the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Quote:

a. More than one Quote is submitted for the same Work from an individual, firm, or corporation under the same or different name; and

b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

1.21. Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-contractors 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.

1.22. Public Opening: Quotes shall be opened in a virtual meeting immediately following the Quote deadline. Offerors, its representatives and interested persons may be present.

2. General Contract Conditions

2.1. The Contract: This Request for Quotes submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Quote documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local 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 intention of the Contract Documents is to include all labor, materials, equipment, Work and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It's not to be used on any other project.

2.3. The Owner: The Owner is the City of Grand Junction and/ Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.

2.4. Firm: The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to

the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.5. Warranty: The Firm warrants the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Firm's expense.

2.6. Indemnification: 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, sub-Firm or supplier in the execution of, or performance under, any Contract which may result from Quote award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.

2.7. Miscellaneous Conditions: Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of Quote. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that Work performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.

2.8. Time: The Contract Time is the period of time allotted in the Contract Documents for completion of product/material receipt. The date of commencement of the Contract is the date established in the Contract Documents.

2.9. 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 application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with

generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of Work in the applicable community. The Work to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

2.10. Protection of Persons & Property: The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect itself from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

2.12. 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.

2.13. Assignment: The Firm shall not sell, assign, transfer or convey the Contract resulting from this RFQ, in whole or in part, without the prior written approval from the Owner.

2.14. Cancelation of Solicitation: Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.

2.15. Compliance with Laws: Responses must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Service(s) for and on behalf of the public. Firm 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, required by law.

2.16. Confidentiality: All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after Contract award. "**Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "***Confidential Disclosure***" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have

the opportunity to withdraw its entire Quote, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

2.17. Conflict of Interest: No public official and/or Owner employee shall have interest in the Contract resulting from this Request for Quote.

2.18. 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 days past notification.

2.19. Employment Discrimination: During the performance of any Work per agreement with the Owner, the Firm, 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 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.

2.19.2. In all solicitations or advertisements for employees placed by or on behalf of the Firm, that the Firm is an Equal Opportunity Employer.

2.19.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.20. 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 Service(s)er without authorization Work or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

2.21. Ethics: The 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.

2.22. 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 Work from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Work and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

2.23. 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 in accordance with the terms thereof.

2.24. 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.

2.25. 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 Service(s)ers' Compensation, normally provided by the Owner for its employees.

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

2.27. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

2.28. Patents/Copyrights: The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Firm for any/all suits 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.

2.29. Remedies: The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.30. Governing Law: Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

2.31. Expenses: Expenses incurred in preparation, submission, and presentation of a response to this Solicitation are the responsibility of the Firm and cannot be charged to the Owner.

2.32. Sovereign Immunity: The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 C.R.S et seq.

2.33. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners 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 will be subject to and provide a non-appropriation of funds clause.

2.34. Cooperative 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 shall be required to abide by the specifications, terms, conditions, and pricings established in this Solicitation. The quantities furnished in this Quote document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place its own awards on its respective Contract/Purchase Orders through its Purchasing Office or use its Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate its specific delivery and invoicing instructions.

2.35. Definitions:

2.35.1. The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.35.2. "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative. Based on such observations and the Firm's Application for Payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can be then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm, and sub-Firm, or any of its agents or employees, or any other persons performing any of the Service(s).

2.35.3. "Firm" is the person, organization, firm, or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the

Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

2.35.4. "Sub-Contractor" is a person or organization who has a direct Contract with the Firm to perform any of the work at the site. The term sub-contractor is referred to throughout the Contract documents and means a sub-contractor or its authorized representative.

3. Specifications and Special Conditions & Provisions

3.1. **General:** The City of Grand Junction is accepting competitive pricing, from qualified and interested companies, to supply and deliver **chlorine for the Lincoln Park Pool that meet the specifications listed in Section 3.2 "Specifications."**

No installation/application is required for this purchase. This is a product/materials purchase only.

Delivery costs of the product to the City of Grand Junction must be included in the Quote price.

3.2. **Specifications:** See Price Bid Schedule for product specifications.

3.3. **Special Conditions & Provisions:**

3.3.1. Questions Regarding Solicitation Process/Scope of Work:

Kassy Nelson, Buyer
City of Grand Junction
kassy.nelson@gjcity.org

3.3.2. Project Manager: The Project Manager for this purchase is Tom Lanam, who can be reached at (970) 254-3844. After Award, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Attn: Larry Manchester, Project Manager
1340 Gunnison Ave
Grand Junction, CO 81501

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

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

3.3.4. Rejection of Products/Supplies: The City of Grand Junction reserves the right to return products/supplies due to product flaws and/or not meeting

specifications. Judgment of non-conformity will be at the discretion of the City of Grand Junction Project Manager.

3.3.5. Delivery Schedule: <u>See Firm's Quote Form to state lead times.</u>

<u>The City is requesting delivery be made within 1 week of receipt of the purchase order.</u>

3.3.6. Delivery Location: Items shall be delivered "F.O.B. Destination – Freight Pre-paid and Allowed" to:

City of Grand Junction – Lincoln Park Pool
1340 Gunnison Ave
Grand Junction, CO 81501

<u>**Please call before delivery to verify proper location of material drop. ** Larry Manchester, (970) 254-3844</u>

3.3.7. Estimated Quantities: <u>The quantities indicated in this Request for Quotes are **estimates** that pertain to the total aggregate quantities that may be ordered throughout the stated Contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.</u>

3.3.8. Minimum Order Quantities: The bidder shall not establish a minimum order quantity for items under contract.

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), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the Project.
The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

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

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

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal Contract

amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.11. Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:
- The purchase order number
- The name of the article and stock number
- The quantity ordered
- The quantity shipped
- The quantity back ordered
- The name of the vendor(s)

3.4. Contract Period: The original contract period / purchase quantity shall be as stated in the Request for Quote (RFQ). The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period / purchase quantity, which is 2025.

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

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

- Firm's Quote Form
- Price Quote Schedule

3.7. RFQ Tentative Time Schedule:

• Request for Quotes available	January 28, 2025
• Inquiry deadline, no questions after this date	February 6, 2025
• Addendum issued, if needed	February 7, 2025
• Response Deadline	February 11, 2025
• Purchase Order executed	February 14, 2025

4. Firm's Quote Form

Quote Date: _____

Project: **RFQ-5600-25-KN "Chlorine"**

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone_____ Address_____

City_____State_____Zip_____

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

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

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

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

- Prices in this quote proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a quote proposal for the purpose of restricting competition.
- The individual signing this quote proposal certifies it are a legal agent of the Firm, authorized to represent the Firm and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the quote award that are no less than Net 10 days.

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

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

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

Company: _____

Authorized Signature: _____

PRICE QUOTE SCHEDULE: RFQ-5600-25-KN “Chlorine”

Item No.	Description	Estimated Qty	Unit	Unit Price	Extended Price
1	**12.5% sodium hypochlorite**, as per specifications stated in the solicitation documents.	10,000	Gallons		

Total Extended Price Written:

_____

State Delivery / Lead Time:

_____

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

Company: _____

Authorized Signature: _____

Title: _____