



The City of Grand Junction New Supplier Portal!

Hello Supplier,

The City of Grand Junction has transitioned our financial management system to a new online cloud-based solution. The new system is called the GJ Cloud. Beginning **April 7, 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.

[Self-Service Supplier Registration Link](#) (Supplier Account Creation)

[GJ Cloud Supplier Portal](#) (Supplier Account Access)

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

For step-by-step instructions on using the supplier registration process, please refer to the following Scribe resource: [Self-Service Supplier Registration Process](#) (link).

If you encounter any issues or need assistance, feel free to email us at suppliers@gjcity.org or call 970-549-5166

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



Request for Proposal

RFP-5672-25-KF

Repair Services for an EXCEL Two-Ram 2R63 Automatic Baler

Proposal Deadline

June 2, 2025, before 1:00 p.m. (Mountain Daylight Time)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

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

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be held virtually. See Section 1.10. for details.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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| Event | Date/Time |
|--|--|
| Solicitation Issued/Posted Published via BidNet® Direct – RMEPS | April 25, 2025 |
| Non-Mandatory Site Visit Please refer to Section 1.5. for Information | May 7, 2025, at 2:00 p.m. MDT |
| Inquiry deadline <i>Questions will not be accepted after the close of business on this date</i> | May 21, 2025 (Close of Business) |
| Final Addendum Issued (if applicable) | May 23, 2025 |
| Proposal Submission Deadline <i>Electronic submission via BidNet® Direct only</i> | June 2, 2025, before 1:00 p.m. MDT |
| Evaluation of proposals Internal review by City-appointed committee | June 2—6, 2025 |
| Interviews (if required) <i>Virtual or in-person by City invitation only</i> | Week of June 9, 2025 |
| Notice of Intent to Award (tentative) | June 13 2025 |
| Contract Execution | June 18, 2025 |
| Bonding and Insurance Due | June 30, 2025 |
| Work Start Date | Upon receipt of the Notice to Proceed |
| Final Completion Date | Within 60 Calendar Days of the Notice to Proceed |

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Section 1.0: Administrative Information & Conditions for Submittal

- 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 Proposer 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 Proposal (RFP).
- 1.3. Issuing Office:** This solicitation 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 Proposer's submission.
- 1.4. Purpose:** The City of Grand Junction, Colorado, solicits competitive proposals from qualified contractors to provide all necessary labor, equipment, materials, and supervision to complete repairs to an Excel 2R36 Two-Ram Baler. The full Scope of Work, including project requirements and expectations, is provided in Section 4.0. All work shall be completed under the terms and conditions outlined in this solicitation.
- 1.5. Non-Mandatory Site Visit:** Prospective Proposers are strongly encouraged to attend a non-mandatory site visit to understand the project environment and conditions related to the Scope of Services.

Site Visit Details:



Date: May 7, 2025



Time: 2:00 p.m. Mountain Daylight Time



Location: Grand Junction City Shops
333 West Ave Bldg. G, Grand Junction, CO 81501

This site visit provides an opportunity for Proposers to:

- Inspect the existing baler and site conditions.
- Take necessary field measurements.
- Ask clarifying questions regarding the Scope of Services.

- Assess access constraints, logistical factors, and equipment needs.
- Ensure all cost proposals are accurate, complete, and well-informed.

Important notes:

- Attendance is not required to submit a proposal.
- Statements made during the site visit will not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

Proposers are reminded that participation in the site visit is at its discretion, but it is strongly recommended to ensure a full understanding of the project before submission.

- 1.6. The Owner:** The City is the “Owner” under this Contract and shall act through its designated and authorized representative(s). “Owner” and “City” may be used interchangeably throughout this Solicitation and the resulting Contract Documents.

The Owner shall always have access to the Work, regardless of its preparation stage or progress. The Contractor shall provide reasonable and safe access to the Work and cooperate fully with the Owner’s representatives during such visits or inspections.

The Owner may conduct periodic site visits to observe the work's progress and general quality and assess whether it is proceeding according to the Contract Documents. Based on these observations and the Contractor’s Application for Payment, the Owner will determine the amounts due and may issue Certificates for Payment as outlined in the Contract.

The Owner shall have the authority to reject any Work that does not conform to the Contract Documents. If, according to the Owner’s reasonable judgment, it is necessary to ensure compliance with the intent of the Contract, the Owner may direct the Contractor to stop Work, in whole or in part, or to require additional inspections or testing, regardless of whether the Work in question is complete, in progress, or yet to be fabricated or installed.

Notwithstanding the foregoing, the Owner shall not be responsible for the acts or omissions of the Contractor, its Subcontractors, agents, employees, or any other person performing any portion of the Work.

- 1.7. The Contractor/Firm:** “Contractor” and “Firm” are used interchangeably throughout this Solicitation and refer to the individual, entity, or organization identified in the Agreement and Contract Documents. The Contractor, acting through its authorized representatives, is responsible for reviewing, understanding, and coordinating all components of the Contract, including but not limited to the General Conditions, Agreement, Specifications, Drawings, Scope of Services/Work, Addenda, and any Modifications.

In writing, the Contractor shall promptly notify the Owner of any errors, omissions, inconsistencies, or ambiguities discovered within the Contract Documents. The Contractor shall not proceed with the affected portion of the Work until the Owner has clarified such issues. The Contractor shall not be held liable for damages caused by errors, omissions, or inconsistencies in the Contract Documents that were not reasonably discoverable or that were promptly reported to the Owner.

Under no circumstances shall the Contractor/Firm commence Work based on unclear or incomplete Drawings, Specifications, or Interpretations.

- 1.8. Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements? In that case, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.
- 1.9. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.10. Submission:** Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

To participate in the public proposal opening, please refer to the following virtual meeting information:

Solicitation Title: Repair Services for an EXCEL Two-Ram 2R63 Automatic Baler

Solicitation Number: RFP-5672-25-KF

Date/Time: June 2, 2025, 1:00 p.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone:

🔗 <https://meet.goto.com/551129133>

Or join the meeting by phone.

Access Code: 551-129-133

United States: [+1 \(571\) 317-3122](tel:+15713173122)

To join from a video-conferencing room or system:

Meeting ID: 551-129-133

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

Or dial directly: 551129133@67.217.95.2 or 67.217.95.2##551129133

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

🔗 <https://meet.goto.com/install>

- 1.11. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon issuing an award and executing a contract, the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). Public disclosure is contingent upon adherence to pertinent laws in instances of this Solicitation or Project cancellation.

- 1.12. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of the individuals. The individuals must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the Owner.
- 1.13. Collusion Clause:** By submitting a proposal, each Proposer 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 proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. At its discretion, the Owner reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.14. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the Owner reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.15. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the Owner that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.16. Altering the Proposal:** The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline.
- 1.17. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The Owner reserves the right to make the award in the Owner's best interest.
- 1.18. Withdrawal of a Proposal:** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.
- 1.19. Exclusions:** The Owner shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.20. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal, supporting documents, and any negotiations when formally accepted by the Owner. These documents collectively constitute a binding and enforceable Agreement (Contract) between the Owner and the Proposer upon acceptance. This Contract represents the entire and integrated agreement between the Owner and the Proposer (collectively, the "Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any

modifications or amendments to this Contract must be made through a duly executed Change Order or Amendment.

1.21. Questions Regarding Specifications or Scope of Services: All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. The Owner is not obligated to respond to questions received after the deadline, and any responses provided will be at the Owner's sole discretion.

1.22. Acceptance of Proposal Content: The Proposal selected by the Owner, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm" as applicable.

1.23. Addendum: Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

1.24. Exceptions and Substitutions: All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The Owner reserves the sole right to accept or reject any proposed exceptions, substitutions, or alternatives.

If the Proposer(s) wish to propose a substitution or alternative, it must:

1.24.1. Clearly state each exception in a designated section of its proposal, specifying the affected requirement.

1.24.2. Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.25. Confidential Material:** All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, “**Proprietary or Confidential Information**” refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Proposer(s) seeking to designate specific information as confidential or proprietary must:

- 1.25.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure**” and
- 1.25.2.** Upload confidential information as a separate document; and
- 1.25.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer’s competitive position, consistent with CORA.

The Owner shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the Owner. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The Owner assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.26. Response Material Ownership:** All proposals submitted in response to this solicitation shall become the Owner's sole property upon receipt and will not be returned to the Proposer(s) except at the Owner’s sole discretion. The Owner’s right of ownership is not affected by the selection, rejection, or disqualification of any proposal.

The Owner reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved “Confidential Material” under Section 1.25.

Disqualification or non-selection of a proposal shall not limit or negate the Owner’s rights under this provision.

- 1.27. Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and

capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.27.1. Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
 - 1.27.1.1. A comparison of original schedules to actual completion dates
 - 1.27.1.2. A brief explanation of methods used to manage timelines and mitigate delays
- 1.27.2. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.27.3. Maintain a satisfactory track record of integrity, ethical business practices, and regulatory compliance.
- 1.27.4. Be fully qualified and otherwise eligible to receive an award and enter into a legally binding Contract with the Owner.
- 1.27.5. Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

- 1.28. **Disqualification of a Proposer:** A Proposal 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 the surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

- 1.28.1. Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
 - 1.28.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Service/Work with the Owner until reinstated as a qualified Proposer.
- 1.29. **Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
 - 1.30. **Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
 - 1.31. **Federal Taxpayer Identification Certificate:** Successful Proposer(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.

- 1.32. Public Opening:** The Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposals shall be formally acknowledged during the opening. However, following the nature of an RFP, only the names of the proposing entity and its business location will be disclosed. No pricing will be shared at this stage of the process.

Section 2.0: General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer's submission deviates in any way from the Owner's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.

- 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/Work shall be performed and correlated its/his/her 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/Work as defined in the specifications contained herein.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall be responsible for obtaining and paying all necessary permits, governmental fees, and licenses required for the proper execution and completion of the Services/Work. The Contractor must provide all the required notices and comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders of any public authority, including those of the City, that govern the performance of the Services/Work.

If the Contractor identifies any inconsistencies or conflicts between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall

promptly notify the Owner in writing. The Owner will determine the appropriate resolution to reconcile such variances in the City's best interest.

Should the Contractor proceed with any Services/Work knowing it is non-compliant with applicable laws or regulations and fails to provide written notice to the Owner, the Contractor shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

- 2.4. Award for Subcontractors and Other Contracts:** As soon as practicable after proposals are received and before the award of the Contract, the successful Contractor shall submit to the Owner, in writing and for review and acceptance, a list of the subcontractors or other individuals or entities proposed to perform portions of the Work as identified in the proposal requirements. If no specific portions are designated, the Contractor shall provide the names of those proposed for the principal elements of the Work.

Before the Contract award, the Owner shall notify the Contractor in writing if, after reasonable investigation, it has a valid objection to any proposed subcontractor or entity. If the Owner reasonably and substantially objects to any listed subcontractor or entity and issues a written notice of such objection before the contract award, the Contractor may, without penalty or forfeiture of proposal security, withdraw its proposal.

Should the Contractor elect to proceed, it may submit an alternate subcontractor or entity acceptable to the Owner. If the substitution results in a price adjustment, the Contractor shall include the revised amount in its proposal. The Owner may accept the revised proposal or reject the substitution at its sole discretion.

If the Owner rejects a proposed subcontractor or entity after the Contract award, the Contractor shall promptly submit a qualified and acceptable replacement. Any adjustment to the Contract Sum resulting from such substitution shall be documented in a Change Order. However, no increase in the Contract Sum will be allowed unless the Contractor can demonstrate that it acted promptly and responsively in submitting the original proposed subcontractor or entity before the award.

- 2.5. Supervision and Repair Procedures:** The Contractor shall provide full-time supervision and direction of the Services/Work using the highest degree of care, skill, and attention. The Contractor is solely responsible for:

2.5.1. All means, methods, techniques, sequences, and procedures of the repair

2.5.2. Coordination of all phases and portions of the Services/Work

2.5.3. Ensuring the Services/Work is executed under the Contract Documents

The Contractor is also responsible for ensuring the quality and timeliness of all work its employees and subcontractors perform.

- 2.6. Responsibility for those Performing the Services/Work:** The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individuals performing any of the Services/Work under the Contract.

- 2.7. Use of the Site:** The Contractor shall limit operations to areas authorized by applicable laws, ordinances, permits, and the Contract Documents. The Contractor shall maintain the site in an orderly manner and shall not unreasonably encumber it with materials, equipment, or temporary structures beyond what is necessary to execute the Work.
- 2.8. Cleanup:** The Contractor shall maintain the project site in a clean, safe, and orderly condition throughout the duration of the Work. Waste materials, debris, and rubbish from the Contractor's operations shall be regularly removed to prevent accumulation. Upon completion of the Work, the Contractor shall promptly remove all waste, excess materials, tools, equipment, and temporary facilities from the site, leaving the premises in a neat and acceptable condition as determined by the Owner.
- 2.9. Miscellaneous Conditions:** The Contractor(s) are responsible for verifying the availability of materials, production lead times, and all other relevant factors before submitting a proposal. If any specified materials are discontinued, replaced, or unavailable for an extended period, the Contractor(s) must promptly notify the Owner in writing. Failure to do so may result in delays or contract noncompliance, for which the Contractor shall remain responsible.
- 2.10. Time:** Time is of the essence for completion of the Project, including all milestones and deadlines established in the Contract. Each Proposer must demonstrate to the City's satisfaction the ability to complete the Work within the Contract Time specified in the Contract Documents.

The **Contract Time** refers to the total period allocated to complete the Work. The commencement date will be established in the Notice to Proceed. If no Notice to Proceed is issued, the commencement date shall be the date of the Contract, another date specified therein, or as entered on the Solicitation Response Form.

The **Date of Substantial Completion** is the date certified by the City when construction is sufficiently complete under the Contract Documents, allowing the City to occupy or use the Work or a designated portion thereof for its intended purpose.

- 2.11. Performance & Payment Bonds:** Before the commencement of construction, the Contractor shall furnish a Performance Bond and a Payment Bond, each equal to the full Contract Price, as security for the faithful performance of the Work and for the payment of all obligations arising under the Contract.

These bonds shall remain in effect for the duration of the Warranty Period, as specified in the Special Conditions. The Contractor shall also provide any additional bonds required by the Special Conditions.

- 2.11.1.** All bonds shall be executed on forms provided or approved by the City and issued by surety companies that:

2.11.1.1. Are licensed to do business in the State of Colorado; and

2.11.1.2. Are listed in the current U.S. Department of the Treasury Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies*.

Bonds signed by an attorney-in-fact must be accompanied by a certified copy of the agent's Power of Attorney.

If the surety on any bond furnished by the Contractor becomes insolvent, is declared bankrupt, loses its license to do business in Colorado, or no longer meets the above requirements, the Contractor shall, within five (5) calendar days, provide a replacement bond and surety acceptable to the City.

- 2.12. Retention:** To protect the Owner's interests, a portion of each progress payment will be retained for the construction portion of the Contract. The amount retained shall be five percent (5%) of the value of the completed Work, not to exceed five percent (5%) of the total Contract amount. Once the cumulative retainage reaches this maximum, no further retainage will be withheld from subsequent payments.

All invoices must clearly indicate the amount of retention withheld as a separate line item. The final invoice shall request release of the full retained amount, subject to the Owner's final inspection, acceptance of the Work, and receipt of all required closeout documentation.

Final payment, including the release of retainage, is subject to a public notice and claims period.

- 2.13. Liquidated Damages for Failure to Meet Project Completion Schedule:** Upon the established construction schedule and mutual agreement by the Owner and the Contractor, time shall be of the essence for the completion of the Project. In the event the Contractor fails to achieve Final Completion by the specified date, for any reason not attributable to the Owner, including but not limited to neglect, delay, refusal, or default, the Contractor agrees to pay the City liquidated damages in the amount specified in the Contract for each calendar day that Final Completion is delayed.

The Contractor acknowledges and agrees that, as part of the consideration for the award of this Contract, liquidated damages in the amount of **\$750.00** per day represent a reasonable and necessary estimate of the actual damages the City will sustain due to such delay. The parties acknowledge that the City's damages include but are not limited to additional costs from permit violations (e.g., CDPHE), added engineering, inspection, and oversight by City staff and consultants, increased contract administration time, diversion of City resources, public inconvenience, delays in public benefit from completed work, and reputational harm to the City. These damages are difficult to quantify precisely, and the stated amount is agreed to be fair and enforceable.

The Contractor shall complete all Services/Work and achieve Final Completion as outlined in the Time of Completion Section or within the time specified following the City's written Notice to Proceed. When the Contractor determines the Work is ready for its intended use, it shall certify in writing that the Services/Work is Substantially Complete. Final Completion shall be the date on which all punch list items, cleanup, and outstanding work identified by the City have been fully completed to the City's satisfaction. Unless otherwise stated, for purposes of this provision, time shall continue to accrue until the City issues a written Final Acceptance.

If the Contractor fails to pay the liquidated damages upon demand, the City may first apply any retainage or other funds due to the Contractor to satisfy the amount owed. If such funds are insufficient, the Surety under the Contractor's Performance and Payment Bonds shall be liable for payment. Additionally, the City reserves the right to withhold any part of such damages from progress or final payments due under the Contract.

The liquidated damages specified in this section are separate from any actual costs the City may incur due to delays to other City contracts caused by the Contractor's untimely performance. If the City incurs such additional costs, the Contractor agrees to reimburse those amounts, and any liquidated damages otherwise owed.

The Contractor further agrees that if it fails to pursue completion diligently and the time for completion has elapsed, the City may use its own forces or engage others to achieve Substantial or Final Completion of the Services/Work. In such cases, the Contractor shall reimburse the City for all costs, expenses, and any applicable liquidated damages.

- 2.14. Contingency/Force Account:** Contingency/Force Account Work refers to minor, unforeseen, or miscellaneous items not specifically included in the Drawings, Specifications, or Scope of Work but deemed necessary for the proper execution and completion of the Project. Such Work shall only be performed upon prior written authorization from the Owner's Project Manager using the City's approved Contingency/Force Account Authorization form.

Contingency/Force Account funds are the sole property of the Owner. Without written approval, the Contractor shall not perform or invoice any Contingency/Force Account Work. Any unused funds after the Project shall remain with the Owner. The Contractor shall have no claim or entitlement to any portion of unutilized contingency funds.

- 2.15. Claims for Additional Cost or Time:** If the Contractor believes it is entitled to an adjustment in the Contract Sum or an extension of the Contract Time, the Contractor shall submit written notice to the Owner within a reasonable period following the event giving rise to the claim. Such notice shall be provided before commencing any portion of the Work related to the claim, except in cases of emergency affecting the safety of persons or property. In this event, the Contractor shall communicate with the City's Project Manager and proceed following the applicable safety provisions of the Contract.

No claim for an adjustment in the Contract Sum or Contract Time shall be valid unless submitted following this provision. Any adjustment to the Contract shall be authorized only by a written Change Order executed by the Owner.

- 2.16. Field Orders:** The Owner may issue written Field Orders to clarify or interpret the Contract Documents following the specifications or authorize minor work changes that do not affect the Contract Sum or Contract Time. The Contractor shall promptly comply with all such Field Orders
- 2.17. Progress & Completion:** The Contractor shall begin Work on the commencement date established in the Contract and carry out the Work diligently, using sufficient

resources to ensure timely progress. The Work shall be completed within the Contract Time specified in the Contract Documents.

- 2.18. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the Owner to the Contractor for performing the Service(s)/Work under the Contract. Upon completion of the required deliverables, the Contractor shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The Owner's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Contractor's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services/Work performed under the Contract.

All Services provided by the Contractor shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services. Additionally, all Services must fully comply with applicable laws, ordinances, and regulations.

- 2.19. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property. The Contractor shall implement and maintain all necessary precautions to safeguard the public, workers, and property, including but not limited to erecting protective barriers, posting appropriate warning signs, establishing safety protocols, and providing notice to affected parties, including owners and users of adjacent utilities.

Should any direct or indirect damage, injury, or loss to public or private property arise from any act, omission, negligence, or misconduct of the Contractor in the performance of services/work under this Contract or from the Contractor's failure to perform its/his/her obligations, the Contractor shall, at its/his/her sole expense, restore the affected property to a condition equal to or better than its pre-existing state. Restoration shall be completed in a manner acceptable to the Owner. If the Contractor fails to remedy such damage or injury promptly, the Owner reserves the right to take corrective action and recover all associated costs from the Contractor.

- 2.20. Changes in the Services/Work:** The Owner may request changes to the Services/Work within the general scope of this Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

2.21. Minor Changes in the Services/Work: The Owner may authorize minor changes to the Services/Work that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

2.22. Correction of Services/Work: The Contractor shall perform all services and provide all deliverables following industry standards, utilizing the prevailing skill, care, and expertise expected in the relevant market or industry. Should the Owner determine if any services or deliverables are non-compliant with the Contract requirements? In that case, the Contractor shall promptly correct all deficiencies to the Owner's satisfaction at no additional cost to the Owner.

The Contractor shall bear all costs associated with correcting the non-conforming Services, Work, or Deliverables, including any additional work required by the Owner as a direct result of the deficiencies. If the Contractor fails to remedy the non-conformance promptly, the Owner reserves the right to take corrective action and recover all related costs from the Contractor.

2.23. Warranty of Services/Work and Materials: The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents and that all Services/Work shall be performed in a good and workmanlike manner shall be of good quality, free from defects in workmanship or materials, and in conformance with the requirements of the Contract Documents. Any Services/Work not meeting these standards may be deemed defective by the Owner.

If the Owner requests, the Contractor shall provide satisfactory evidence regarding the materials or equipment's source, quality, and specifications.

Should the Contractor fail to promptly correct defective or non-conforming Services/Work within ten (10) calendar days after receiving written notice from the Owner or fail to commence and diligently pursue such correction. In that case, the Owner may, at its sole discretion, undertake such repairs or replacements. The Contractor shall bear all direct and indirect costs associated with such correction, including the cost of removing and replacing defective Work.

The Contractor shall also be responsible for the cost of repairing or restoring to the satisfaction of the Owner any portion of the Work, or work performed by others, that is damaged or destroyed because of the correction, removal, or replacement of defective Services/Work.

2.24. Acceptance Not Waiver: The Owner's acceptance or approval of any Service(s)/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The Owner's approval or acceptance of, or remittance of payment for any service(s)/Work shall not be construed as a future waiver of any rights under this Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.

2.25. Change Order/Amendment: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the

City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

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

2.27. Compliance with Laws: The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements governing the Services/Work performed under this Contract.

The Contractor warrants that it is fully qualified to perform the required Services/Work and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

2.28. Debarment/Suspension: The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.

2.29. Conflict of Interest: No public official or employee of the Owner shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed under applicable laws and the Owner's policies.

2.30. Cancellation of Solicitation: The Owner reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.

2.31. Contract: This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Contractor. The Contract represents the entire integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral, including the solicitation documents. The Contract may be amended or modified only by an Amendment.

2.32. Contract Termination: The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services/Work; (3) final acceptance of Services/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.

2.33. Employment Discrimination: During the performance of any Services/Work, the Contractor agrees to:

2.33.1. 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 notices in conspicuous places, visible to employees

and applicants for employment, setting forth the provisions of this nondiscrimination clause.

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

2.33.3. Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.34. Immigration Compliance: The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences

2.35. Failure to Perform: If the Contractor fails to fulfill its obligations under the Contract, the Owner may, after providing oral or written notice, procure the required services, work, or materials from alternate sources. The Contractor shall be held liable for any additional costs incurred by the Owner due to such procurement. This remedy shall be in addition to, and not a limitation of, any other rights or remedies available to the Owner under the Contract or by law.

2.36. Failure to Enforce: The Owner's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the Owner from enforcing any provision of the Contract later under the terms thereof.

2.37. Force Majeure: The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the Owner of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

2.38. Indemnification: The Contractor shall defend, indemnify, and hold harmless the Owner, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the Owner due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

2.39. Independent Contractor: The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its

employees, agents, or subcontractors shall be considered employees, representatives, or agents of the Owner for any purpose.

The Owner assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the Owner provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 2.40. Ownership of Services/Work Product:** All documents, drawings, plans, specifications, reports, concepts, designs, calculations, models, data, and any other materials or deliverable products created, developed, or prepared by the Contractor under this Contract shall become the Owner's sole property upon creation. The Contractor shall have no ownership, copyright, or proprietary rights to such materials.

Additionally, all information, data, and materials provided by the Owner to the Contractor shall remain the exclusive property of the Owner. It may not be used, disclosed, or distributed by the Contractor for any purpose outside the scope of this Contract without the Owner's prior written consent.

- 2.41. Patents/Copyrights:** The Contractor agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in case of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.42. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation 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 from or under this Solicitation and/or Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.
- 2.43. Expenses:** All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the Owner.
- 2.44. Sovereign Immunity:** The Owner expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the Owner's sovereign immunity.

- 2.45. Public Funds & Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the Owner's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the Owner reserves the right to terminate the Contract without penalty or liability.

- 2.46. Performance of the Contract:** In the event of a breach or default, the Owner reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the Owner's best interest. The Owner may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- 2.47. Default:** The Owner reserves the right to terminate the Contract in the event of the Contractor's failure to meet delivery or completion schedules or any other material breach of Contract terms. In such an event, the Owner may procure the required services or work from an alternate source and hold the Contractor liable for any excess costs. This remedy is in addition to any other rights or remedies available to the Owner under the Contract or applicable law.
- 2.48. Piggyback:** Contracts resulting from this solicitation are primarily intended for the Owner. However, upon mutual agreement between the awarded Contractor and other governmental entities, the Contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the agreement.

Each participating governmental entity shall establish its own separate contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide its own tax exemption certificates, if applicable.

It is expressly understood that the City is not a party to any contract formed between the Contractor and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

2.49. Definitions:

- 2.49.1.** "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor's authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
- 2.49.2.** "City" and "Owner" are used interchangeably throughout the Contract Documents and refer to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- 2.49.3.** The "Contract Sum" refers to the total amount payable by the City (Owner) to the Contractor for the full and satisfactory completion of the required

Services/Work. This sum includes all materials, labor, equipment, services, travel, mobilization, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.

2.49.4. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services/Work. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

2.49.5. “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services/Work. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the Owner, as specified in the Contract Documents.

2.49.6. “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.

2.49.7. “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.

2.49.8. “Services” includes all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.

2.49.9. “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services/Work under this

Contract. The term "Subcontractor" includes the subcontractor's authorized representatives.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall secure appropriate retroactive dates and extended reporting periods for any claims-made policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability:**

ONE MILLION DOLLARS (\$1,000,000) per occurrence, and
TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It 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 provision for severability of interest.

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

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

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

(c) **Workers' Compensation and Employers' Liability:** At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

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

Section 4.0: Specifications/Scope of Services

4.1. Background

In 2022, the City of Grand Junction acquired GJ CRI (Curbside Recycling Indefinitely), expanding recycling capabilities and enabling the transition to a full-service, dual-stream recycling program. The City assumed operations at the recycling facility located at 333 West Avenue, Building G.

A critical component of the facility's processing system is the **Excel 2R63 Two-Ram Baler**, which compacts various recyclable materials for downstream transport and handling. The efficient operation of this baler is essential to the City's solid waste and recycling management goals.

4.2. Scope of Services/Work

The City seeks a qualified contractor to provide comprehensive repair services for the Excel 2R63 Two-Ram Baler, including the removal and replacement of designated components, inspection of major systems, and all necessary labor, equipment, and materials to return the unit to full operational status.

4.3. Repair Components to be Replaced

The selected contractor shall furnish and install new parts to replace the following worn or damaged components:

- Guide tube wear strips
- Eject bottom liners
- Eject platen side liners
- Corrugated floor strips
- Side floor liners
- Partial middle and rear liners
- Small and large side liners (gather platen)
- Glide retainers
- Lower and tail bearings
- Shear blade platen and chassis shear blades
- Cylinder hoses, including:

- 2R63 eject
- Standard cylinder hoses)

Additionally, the contractor shall conduct inspection and repair of all baler cylinders as necessary to ensure full operability.

4.3.1. Services to be Provided

The Scope of Services includes, but is not limited to, the following:

- Mobilization and demobilization, including travel to and from the project site
- On-site labor, supervision, and project management
- Lodging and per diem allowances for out-of-town personnel (if applicable)
- Rental and delivery of a 12,000 lb. Extend-A-Boom forklift, or an equivalent unit approved by the City
- Freight, shipping, and handling of all replacement parts and materials

The contractor shall maintain a clean, safe, and organized work environment in compliance with City safety regulations, access controls, and site protocols for the duration of the project.

4.3.2. Warranty Requirements

The contractor shall provide a minimum one-year warranty covering workmanship and all replacement parts supplied and installed as part of the repair. Warranty terms shall be clearly detailed in the proposal, including response times and procedures for remedying defects.

4.3.3. Project Timeline:

- Anticipated Notice to Proceed: Within 1–2 months following contract award
- Estimated On-Site Repair Duration: 14 calendar days

The successful Proposer shall coordinate with City staff to finalize scheduling and mobilization following contract execution.

Please note: The baler must remain operational outside of the designated 14-day on-site work period. Any downtime beyond this window is not permitted.

4.4. Special Conditions and Provisions:

4.4.1. Purchasing Agent: All communications, questions, or requests for clarification regarding this solicitation or the Scope of Services must be directed exclusively at:


Kathleen Franklin
Purchasing Agent
Email: kathleenf@gjcity.org

4.4.2. Non-Mandatory Site Visit: Prospective Proposers are strongly encouraged to attend a non-mandatory site visit to understand the project environment and conditions related to the Scope of Services.

Site Visit Details:

 **Date:** May 7, 2025

 **Time:** 2:00 p.m. Mountain Daylight Time

 **Location:** Grand Junction City Shops
333 West Ave Bldg. G, Grand Junction, CO 81501

This site visit provides an opportunity for Proposers to:

- Inspect the existing baler and site conditions.
- Take necessary field measurements.
- Ask clarifying questions regarding the Scope of Services.
- Assess access constraints, logistical factors, and equipment needs.
- Ensure all cost proposals are accurate, complete, and well-informed.

Important notes:

- Attendance is not required to submit a proposal.
- Statements made during the site visit will not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

Proposers are reminded that participation in the site visit is at its discretion, but it is strongly recommended to ensure a full understanding of the project before submission.

4.4.3. Bonding Requirements: Following the City's Procurement Policy, Performance and Payment Bonds may be required depending on the total contract amount. If the contract amount meets or exceeds applicable thresholds under City policy, the successful Contractor will be required to furnish Performance and Payment Bonds as a condition of the award.

4.4.4. Fee Proposal Requirements: Pricing shall be established as a **not-to-exceed, all-inclusive amount**, as indicated in the Solicitation Response Form (Section 7.0). The proposed price must include all labor, materials, equipment, supervision, travel, and services necessary to complete the repair project as described in Section 4.0 – Specifications/Scope of Services. This includes, but is not limited to:

- Procurement, delivery, and installation of all specified replacement components
- Inspection, testing, and necessary repair of all of the baler hydraulic cylinders
- Mobilization and demobilization, including travel to and from the job site
- Lodging and per diem expenses for out-of-town personnel in accordance with applicable GSA or contractor policy

- On-site labor, supervision, and project management
- Rental and operation of a 12,000 lb. Extend-A-Boom forklift (or approved equivalent)
- Freight, shipping, and handling of all parts and materials (F.O.B. Destination – Freight Prepaid and Allowed)
- Jobsite setup and takedown
- Cleanup and proper disposal of all waste, debris, and removed components
- All administrative, overhead, and miscellaneous costs
- Any and all other expenses required for the complete and proper performance of the work under the resulting contract

Additional charges beyond the proposed not-to-exceed amount will not be accepted unless expressly authorized by the City through a written contract amendment.

Proposers shall submit pricing using the designated form in Section 7.0.— Solicitation Response Form and a separate, detailed itemized fee proposal.

The successful Contractor will be paid based on submitted invoices, with required supporting documentation, as work is completed. No additional charges will be allowed beyond the agreed price unless approved in writing by the City.

The Owner shall not be responsible for any additional costs beyond the agreed pricing, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise specified in the Contract Documents.

All fees and pricing submitted in response to this solicitation shall be considered negotiable at the Owner's sole discretion.

4.4.5. Contract: A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

4.4.5.1. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract and all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

4.4.5.2. Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City

Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

4.4.6. Project Manager: The City's Project Manager shall oversee, approve, and accept all Work performed under the Scope of Services.

During the performance of the Contract, all notices, correspondence, submittals, and other communications intended for the City shall be directed to the designated City representative at the following address.

Jerod Timothy
Deputy Director
City of Grand Junction – General Services
333 West Ave Unit C
Grand Junction, CO 81501-5826

4.4.7. Contract Administrator: The Contract Administrator for the City manages contract-related inquiries, including issues, modifications, change orders, amendments, and general communications during the performance of Services/Work. All such matters shall be directed at:

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

The Contract Administrator serves as the primary point of contact for contract administration but is not responsible for technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

Tentative Schedule of Events:

The following schedule outlines key dates associated with this solicitation. All dates are subject to change at the discretion of the City. Any updates will be issued via formal addendum through **BidNet® Direct – RMEPS**

| Event | Date/Time |
|--|----------------------------------|
| Solicitation Issued/Posted Published via BidNet® Direct – RMEPS | April 25, 2025 |
| Non-Mandatory Site Visit Please refer to Section 1.5. for Information | May 7, 2025, at 2:00 p.m. MDT |
| Inquiry deadline <i>Questions will not be accepted after the close of business on this date</i> | May 21, 2025 (Close of Business) |
| Final Addendum Issued (if applicable) | May 23, 2025 |

| | |
|--|--|
| Proposal Submission Deadline <i>Electronic submission via BidNet® Direct only</i> | June 2, 2025, before 1:00 p.m. MDT |
| Evaluation of proposals Internal review by City-appointed committee | June 2—6, 2025 |
| Interviews (if required) <i>Virtual or in-person by City invitation only</i> | Week of June 9, 2025 |
| Notice of Intent to Award (tentative) | June 13 2025 |
| Contract Execution | June 18, 2025 |
| Bonding and Insurance Due | June 30, 2025 |
| Work Start Date | Upon receipt of the Notice to Proceed |
| Final Completion Date | Within 60 Calendar Days of the Notice to Proceed |

Observed Holidays

The following holidays fall within the potential project schedule and may affect on-site work:

- **Juneteenth** – June 19, 2025
- **Independence Day** – July 4, 2025
- **Labor Day** – September 1, 2025

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Section 5.0: Preparation and Submittal of Proposals

Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: <https://www.bidnetdirect.com/colorado/city-of-grand-jeff>

- The platform offers both free basic registration and paid subscription plans. Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
- Please refer to the [BidNet Electronic Vendor Registration](#) page.
- The City does not control or administer vendor access to BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at **(800) 835-4603**.

Late submissions will not be accepted under any circumstances.

Proposal Format

Proposals must be submitted as a **single PDF file** and organized in the format outlined in **Section 5.1. through 5.7.** below to ensure a fair and consistent evaluation. Proposals should:

- Demonstrate interest in the project.
- Highlight relevant experience and qualifications.
- Address the Scope of Services and Work and show the capability to complete and meet requirements.
- Be clear, concise, and free of extraneous information

Failure to comply may result in disqualification.

Proposals should be limited to a maximum of 20 pages

To be considered, each proposal must include the following basic elements:

5.1. Cover Letter: Include a brief letter expressing your interest in the project. The letter should include:

- Name, title, phone number, email, and address of your main contact.
- Name and title of the person authorized to sign and commit on behalf of your company.
- Signature of the authorized individual

By submitting a response to this solicitation, the Proposer acknowledges and agrees to all terms, conditions, and requirements outlined herein, including

compliance with all contractual, legal, and ethical standards applicable to the scope of work or services.

- 5.2. Solicitation Response Form (Required):** Proposers must complete and submit the Solicitation Response Form included in Section 7.0 as part of its proposal package. This form must be signed by an authorized representative of the contractor and shall serve as the official acknowledgement of the Proposer's intent to comply with all solicitation terms and conditions.
- 5.3. Fee Proposal (Required):** Proposers must provide a **comprehensive and itemized fee proposal** in accordance with Section 4.4.3 – *Fee Proposal Requirements*. The proposal must reflect a **not-to-exceed, all-inclusive price** covering all services, labor, equipment, materials, travel, lodging, per diem, freight, supervision, and any other costs necessary to complete the work described in the Scope of Services.
- 5.4. Experience and Qualifications (Required):** Proposers shall submit a summary of its relevant experience and qualifications, including:
- 5.4.1.** Examples of similar repair or refurbishment projects involving industrial or heavy-duty recycling equipment (preferably Excel Two-Ram Balers).
 - 5.4.2.** Company background and areas of technical specialization.
 - 5.4.3.** Key personnel assigned to the project and roles, certifications, and years of experience.
- 5.5. Strategy and Implementation Plan (Required):** Proposers must submit a detailed project strategy and implementation plan that demonstrates a clear understanding of the City's objectives, the proposed scope, and site conditions. The plan should describe the approach to completing the repair efficiently, safely, and within the specified timeframe. At a minimum, the plan must include:
- 5.5.1. Repair Methodology and Product Details:** Description of the proposed repair approach, including sourcing parts, product specifications, and installation methods.
 - 5.5.2. Project Timeline:** A proposed schedule showing key milestones, estimated duration of on-site work, and target completion dates aligned with Section 4.2.4.
 - 5.5.3. Warranty Information:** Details of all applicable warranties, including duration and coverage for both workmanship and replacement components.
 - 5.5.4. City Responsibilities and Exclusions:** A clearly defined list of any tasks, support, or materials that the Proposer expects the City to provide, along with any exclusions to the scope.

This section should provide assurance of the Proposer's capability, readiness, and commitment to completing the repair project in a timely and professional manner.

- 5.6. References (Required):** Proposers shall submit **three (3) references** from projects completed within the past five (5) years that highlight its ability to deliver high-quality technical repairs, stay within budget and schedule, resolve unforeseen challenges effectively.

For each reference, include:

- Client name and location
- Contact person (name, phone number, and email address)
- Date of Service
- Assigned personnel and identify roles and responsibilities
- Summary of services performed and any major challenges
- Original budget and final cost
- Notes on any scope of budget deviations

The City will use this information to assess the Proposer's qualifications, problem-solving approach, and overall project performance.

5.7. Additional Data (Optional): Proposers are invited to submit any supplemental materials it believes will support its proposal and further demonstrate its qualifications, expertise, or innovative approach to completing the specified repair services. This may include, but is not limited to:

- 5.7.1.** Photographs or case studies of similar equipment repairs
- 5.7.2.** Certifications or specialized training relevant to Excel balers or heavy industrial equipment
- 5.7.3.** Methodologies or technologies that enhance efficiency, safety, or quality of service
- 5.7.4.** Letters of commendation or performance evaluations from previous clients
- 5.7.5.** Company brochures or product literature related to proposed components or tools

While optional, the inclusion of such materials may assist the evaluation committee in gaining a deeper understanding of the Proposer's capabilities and value-added offerings.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review all qualified proposals based on the Proposer's ability to demonstrate the expertise, capability, and reliability necessary to perform the Scope of Services successfully. The committee will assess each proposal's integrity, responsiveness, and overall credibility to ensure confidence in contract performance.

6.2. Intent

Only Proposers who meet the qualification criteria will be considered. Proposals must clearly demonstrate the Proposer's ability to provide the services outlined in this solicitation.

6.3. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and weighting described below. The City reserves the right to:

- Accept or reject any portion of a proposal
- Consider past performance on previous contracts with the City or other entities
- Make an award, if any, in the best interest of the City

6.4. Scoring Methodology

Evaluation committee members will score each qualitative evaluation criterion listed below on a scale from **1 (low)** to **10 (high)** based on how well the proposal satisfies the solicitation requirements. Scores are then weighted according to the percentage assigned to that criterion to determine a final qualitative score.

| Evaluation Criteria | Weight | Scoring Range | Evaluated By |
|-------------------------------|--------|---------------|----------------------|
| Experience and Qualifications | 20% | 1-10 | Evaluation Committee |
| Strategy & Implementation | 40% | 1-10 | Evaluation Committee |
| Fee or Pricing | 40% | Formula-based | Procurement |

6.4.1. Evaluation Criteria and Weighted Values (60%)

- **Qualifications, Experience, Credentials (20%)**
 - Demonstrated expertise and successful execution of comparable projects or services.
 - Proposer's ability to provide the required qualifications, certifications, and professional competencies.
- **Strategy & Implementation (40%)**
 - Clarity, feasibility, and effectiveness of the Proposer's implementation plan.

- See **Section 5.5. – Strategy and Implementation Plan** for additional details.

6.4.2. Fee Proposal (40%) – Formula-Based Scoring

The fee proposal criterion will account for **40%** of the total evaluation score and will be assessed independently of the qualitative evaluation. To ensure objectivity and consistency, pricing will be evaluated using the following formula:

$$(\text{Lowest Proposed Fee} \div \text{Proposer's Fee}) \times 10 = \text{Raw Score}$$

- The proposer with the lowest responsive total cost will receive 10 points.
- All other proposals will receive a proportional score based on its submitted fee relative to the lowest cost.
- The resulting score will be weighed to represent **40% of the total evaluation**.

All pricing must be fully itemized and clearly aligned with the Scope of Services. At the City's discretion, proposals containing incomplete, unbalanced, or unclear pricing may be disqualified or receive a reduced score.

6.5. Shortlisting Proposers

The City will use the following process to shortlist proposals, but it reserves the right to modify this process if deemed in the City's best interest:

- **Compliance Review:** All proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. Non-responsive proposals will be eliminated from consideration. The Purchasing Agent may request clarification from Proposers if needed.
- **Evaluation and Scoring:** Evaluation committee members will independently review and score proposals based on the criteria. Scores will be compiled into an Evaluation Matrix to assist in ranking and prioritizing responsive proposals.

6.6. Experience and Reference Checks

The City reserves the right to conduct reference checks for the top-ranked Proposer(s) to verify past performance, reliability, and qualifications. Reference checks may include, but are not limited to, inquiries regarding:

- The Proposer's past performance on comparable projects and/or
- Adherence to project timelines, budgets, and contractual obligations; and/or
- Responsiveness, professionalism, and quality of work delivered.

The City may contact the references provided by the Proposer and/or other relevant sources familiar with the Proposer's performance. The City may also request copies of final reports or deliverables and, if applicable, conduct site visits to further assess the Proposer's capabilities and verify the information submitted in the proposal.

6.7. Interviews

At its discretion, the City may invite Proposers scoring within the top 85% to 100% for an interview (virtual or in-person) to evaluate further its qualifications, approach, and ability to fulfill the Scope of Services. The City reserves the right to adjust this threshold based on proposal quality and the number of competitive responses.

Shortlisted Proposer(s) will be notified if interviews are required. Interview dates will follow the schedule outlined in the #Tentative Calendar of Events. Proposers will receive details regarding:

- Interview format and expectations
- Duration and structure
- Location (virtual or in-person)

6.8. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following the evaluation process. The City will not negotiate with lower-ranked Proposer(s) unless negotiations with higher-ranked Proposer(s) are unsuccessful and formally concluded.

If selected for negotiations, the Proposer may be required to submit revisions to its proposal, which may include, but are not limited to:

- Price adjustments or Best and Final Offers (BAFOs)
- Refinements to technical or scope-related components of the proposal
- Other modifications as reasonably requested by the City to ensure alignment with project goals and requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to serve the City's best interest.

6.9. Award

The City reserves the right to:

- If deemed in the City's best interest, award a contract in whole or part, make multiple awards, or award a primary and secondary contractor.
- Reject any or all proposals and waive informalities or irregularities.
- Consider past performance with the City or other public entities as part of the evaluation.
- Additionally, it may not make an award if it is determined to be in the City's best interest.

6.10. Contract Execution

- The selected Proposer must execute the contract within a specified timeframe after award notification. Failure to do so may result in a contract award to the next highest-ranked proposer or re-solicitation.
- The award is contingent upon funding availability and final City approval.

6.11. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5672-25-KF “Repair Services for an Excel Two-Ram 2R63 Automatic Baler”

The proposer must submit the completed, dated, and signed form.

All pricing must be **all-inclusive** and represent the total cost to complete the project as specified in the Scope of Services.

1) **Total Cost for Services as Described Not-to-Exceed:** \$ _____

Total Cost (Written):

_____ **dollars**

Note: The Proposer must attach a detailed itemized breakdown of costs

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City’s sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City’s best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.

- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for ensuring that all Addenda has been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services/Work:

| Name, address, city, and state of Subcontractor | Description of Service(s) to be performed | Est. Value & % of Service(s) |
|---|---|------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

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