



Invitation for Bid

IFB-5742-25-KF

Evidence Unit Steel Shelving

Bid Response Deadline

November 3, 2025, before 1:00 p.m. (Mountain Standard 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 a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

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

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• Inquiry deadline, no questions after this date,	October 22, 2025
• Addendum issued, if needed,	October 24, 2025
• Bid Response Deadline	November 3, 2025
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Section 1.0. Administrative Information and Instructions

- 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.

Deliverables that fail to meet accessibility requirements may be returned for correction at no additional cost to the City.

- 1.2. Required Review:** The Bidder is responsible for thoroughly reviewing all solicitation documentation to ensure a complete understanding of the scope, specifications, delivery requirements, and all terms and conditions governing this procurement. The Bidder shall review all applicable laws, regulations, instructions, and procurement policies associated with this solicitation process. Submission of a bid response constitutes acknowledgement that the Bidder has reviewed and understands all requirements necessary to provide the specified products and fulfill the obligations under this solicitation.
- 1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Bidder's response.

- 1.4. Purpose:** The City of Grand Junction, Colorado, is soliciting competitive bids from qualified suppliers to provide durable, industrial-grade shelving constructed of heavy-duty steel capable of supporting substantial weight. Section 3.0 outlines the product specifications, delivery requirements, and applicable performance standards. All products shall be furnished in full compliance with the terms, conditions, and specifications of this solicitation.
- 1.5. The City:** The City will act by and through its authorized representative(s).
- 1.6. Compliance:** By submitting a bid, the Bidder affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Bidder identify any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements, the Bidder must seek clarification from

the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Bidder of its obligation to fulfill the requirements of the Contract.

1.7. Controlling Authority: The 2024 version of the City [Procurement Policy](#) is controlling.

1.8. Submission Requirements

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

- 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 the vendor access to the BidNet® Direct system. Bidders are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at **(800) 835-4603** before the proposal deadline.

1.9. Solicitation Opening

IFB-5742-25-KF, Evidence Unit Steel Shelving

Date/Time: November 3, 2025, 1:00 p.m. (America/Denver)

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

<https://meet.goto.com/383304477>

Or join the meeting by phone.

Access Code: 383-304-477

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

To join from a video-conferencing room or system:

Meeting ID: 383-304-477

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

Or dial directly: 383304477@67.217.95.2 or 67.217.95.2##383304477

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

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

1.10. Public Disclosure Notice: Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Bidder, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file—including all responsive bids—shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Bidders.

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation is canceled.

- 1.11. Public Disclosure Record:** If the Bidder knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a “Public Disclosure Record” and/or a statement of financial interest before conducting business with the City.
- 1.12. Collusion Clause:** By submitting a bid, each Bidder 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 bid(s) found to have evidence or a reasonable belief of collusion among the Bidders will be rejected. The City reserves the right, at its discretion, to accept future bids for the same work or service(s) from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks:** The Bidder certifies that no gratuities, kickbacks, or contingent fees have been, or will be offered, solicited, or paid in connection with this solicitation or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other items of value made contingent upon, or intended to influence, the award of a Contract.

If the Bidder breaches this certification, the City may cancel the Contract immediately, without liability, and pursue any and all remedies available under law.

- 1.14. Ethics and Conflict of Interest:** Bidders shall not offer, give, solicit, or accept any gift, favors, or item of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process.

Bidders shall also avoid any business arrangement, financial relationship, or other activity that creates, or could be perceived to create, a conflict of interest or undermine public confidence in the integrity of the City’s procurement process.

Any violation of this provision may result in disqualification from consideration, cancellation of an existing contract, and/or other legal or administrative action as permitted by law.

- 1.15. Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by the Bidder in writing, duly executed, and submitted to the place where Bids are to be submitted at any time before the Bid Opening. Bids may not be altered, modified, or amended after the submission date.
- 1.16. Price Bid Form:** All Price Bids must be made on the attached Price Bid Schedule, state amounts in both figures and words, and be signed by an authorized representative of the Bidder.

The Bidder shall specify a unit price in figures for each line item where a quantity is provided and shall extend the total price for each item in the Extended Amount

column. The Total Bid Price shall equal the sum of all extended amounts. When an item on the Price Bid Schedule offers a choice, the Bidder's selection shall be clearly indicated and once submitted, may not be changed.

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

All blank spaces in the Price Bid Schedule must be properly completed. Incomplete, unsigned, or altered bid forms may be deemed non-responsive.

Bids submitted by corporations, limited liability companies, or similar entities must be executed in the entity's legal name by a duly authorized officer or representative, with evidence of authority to sign provided upon request. The entity's business address and state of organization shall appear below the signature. All names shall be typed or printed below the signature line.

The Bidder's submittal shall include acknowledgment of all issued Addenda, with the corresponding addendum numbers entered on the Bid Submittal Form. Contact information for all communications regarding the bid must also be clearly provided.

1.17. Exclusions: No oral, telephone, email, or facsimile bids will be accepted or considered. All bids must be submitted electronically through the **Rocky Mountain E-Purchasing System (RMEPS)** at www.bidnetdirect.com/colorado in accordance with the instructions contained in this solicitation.

1.18. Examination of Specifications: Bidders shall thoroughly examine and be familiar with all solicitation documents, including the Specifications, Scope of Work, and any Addenda issued. Failure or omission by any Bidder to review such documents shall not relieve the Bidder from any obligation under its bid. Submission of a bid will be considered evidence that the Bidder has reviewed, understood, and accepted all requirements of this solicitation.

Before submitting a bid, each Bidder shall, at a minimum:

- (a) Examine the *Contract Documents* thoroughly.
- (b) If applicable, visit the site or delivery location to become familiar with local conditions that may affect cost, delivery, or performance.
- (c) Correlate its observations with the requirements of the solicitation; and,
- (d) Notify the Purchasing Agent in writing via email of any conflicts, errors, ambiguities, or discrepancies in or among the solicitation documents within the designated inquiry period.

By submitting a bid, the Bidder represents that it has complied with these requirements and that the solicitation documents are adequate and sufficient to convey an understanding of all conditions necessary to furnish the specified products in accordance with the City's requirements.

1.19. Material Availability and Miscellaneous Conditions: Before submitting a bid, the Bidder is responsible for verifying the availability of specified products, production schedules, and lead times. Bids shall reflect realistic delivery commitments. If any specified item has been discontinued, is on allocation, or is otherwise unavailable

within the required schedule, the Bidder shall disclose this in the bid and, if proposing an alternate, clearly identify the proposed substitution per Section Exceptions and Substitutions.

- 1.20. Questions Regarding Specifications or Scope of Work:** All requests for clarification or interpretation of the Specifications or Scope of Work must be submitted in writing by email to the Purchasing Agent no later than the close of business on the Inquiry Deadline stated in this solicitation.

The City has no obligation to respond to inquiries received after the deadline, and any response provided after that time shall be at the City's sole discretion. Responses to all timely inquiries will be issued in the form of a written Addendum and posted to the City's website and the Rocky Mountain E-Purchasing System (RMEPS).

Bidders are responsible for monitoring all issued addenda and shall acknowledge receipt of all addenda on the Supplier's Bid Form found in Section 4.0.

- 1.21. Addendum and Interpretations:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the bid response 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-jeff>. The Bidder(s) are responsible for monitoring this platform for issued addenda.

The Bidder(s) must acknowledge receipt of all addenda on the completed Supplier's Bid Form located in Section 4.0.

- 1.22. Bids Binding 60 Days:** Unless otherwise specified, all bids submitted in response to this solicitation shall remain firm and binding for **sixty (60) calendar days** following the bid opening date. During this period, Bidders may not withdraw or modify its bid.

At the City's request, a Bidder may agree to extend the binding period to allow for final evaluation, award, or administrative processing.

- 1.23. Exceptions and Substitutions:** All bids meeting the intent of this IFB will be considered for award. A Bidder taking exception to any specification does so at the Bidder's own risk. The City reserves the right to accept or reject any or all substitutions or alternatives.

When offering substitutions or alternatives, the Bidder must clearly identify and describe each exception in the section to which it pertains. Any approved exception or substitution must meet or exceed the stated intent and specification requirements.

The absence of stated exceptions will be interpreted as the Bidder's acknowledgment that the bid fully complies with all specifications and requirements. If awarded a Contract, the Bidder shall be responsible for furnishing the specified products in strict accordance with the IFB and related documents.

- 1.24. Disqualification of a Bidder:** A Bid will not be accepted from, nor shall a Contract be awarded to, any individual, firm, corporation, supplier, or entity that is in arrears to

the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence demonstrating responsibility, relevant experience, and possession of the necessary financial and other resources necessary to furnish the specified products in accordance with this solicitation.

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

- 1.24.1.** Submission of more than one Bid for the same procurement by an individual, firm, corporation, contractor, supplier, or entity, whether under the same or different name; and
- 1.24.2.** Evidence of collusion among Bidders. Any participant found to have engaged in collusive behavior shall be disqualified from consideration for future solicitations with the City until reinstated as a qualified Bidder.
- 1.25. Taxes:** The City is exempt from State, County, Municipal, and Federal Excise Taxes; therefore, all bids shall not include taxes.
- 1.26. Sales and Use Taxes:** The Supplier and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Bids shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.27. Federal Taxpayer Identification Certificate:** Successful Bidder(s) new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.28. Public Opening:** The Bid opening shall be conducted publicly in a virtual meeting immediately following the response deadline. Bidders, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all bids received by the deadline will be formally acknowledged, and the name of each Bidder and the total bid amount will be read aloud.

Following the opening, all bids will be reviewed for responsiveness and compliance with the solicitation requirements. The City will evaluate bids to determine the lowest, technically acceptable Bid meeting all specifications and terms of this Invitation for Bids.

Section 2.0. General Contract Terms and Conditions

- 2.1. The Contract:** The IFB, the Bidder’s submitted documents, and any negotiations, when properly accepted by the City, shall together constitute an enforceable Agreement (Contract) equally binding between the City and Supplier. The Contract represents the entire and integrated agreement between the City and the Supplier, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents.

Any amendment shall comply with the requirements described in *Change Order or Contract Amendment below*.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by both the City and Supplier. By executing the Contract, the Supplier acknowledges that it has examined all requirements and conditions governing the procurement, delivery, and acceptance of the specified products, and has correlated its understanding with the Contract Documents.

The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intent of the Contract Documents is to include the furnishing, delivery, and, if applicable, installation of all products, materials, and related items necessary to fulfill the City's specifications and to ensure proper completion of the procurement.

- 2.3. Warranty:** The Supplier warrants to the City that all products, materials, and equipment furnished under this Contract shall be:

- New, unless otherwise specified in the solicitation.
- Free from defects in design, materials, and workmanship; and
- In full conformance with the requirements of the Contract Documents.

Products failing to meet these standards shall be deemed non-conforming and may be rejected. If required by the City, the Supplier shall provide satisfactory evidence as to the kind and quality of the products provided.

If, within **ten (10) calendar days** after written notice from the City, the Supplier fails to replace or correct defective or non-conforming products, the City may, at its option, make such replacement or correction. All direct and indirect costs associated with such correction, removal, or replacement shall be the Supplier's expense.

The Supplier shall also be responsible for any damage to City property or other products resulting from the correction, removal, or replacement of defective or non-conforming items. Manufacturer warranties shall remain in effect for the duration specified in the solicitation or as provided by the manufacturer, whichever is longer.

- 2.4. Indemnification:** The Supplier shall defend, indemnify, and hold harmless the City of Grand Junction, its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, actions, suits, claims, demands, damages, losses, or expenses of any kind, including reasonable attorney's fees, arising out of or resulting from injury to persons or damage to property caused by the negligent act, error, omission, or fault of the Supplier, its agents, employees, subcontractors, or suppliers while furnishing, delivering, or otherwise performing under this Contract.

The Supplier shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City because of such claims.

This indemnification obligation shall survive delivery and acceptance of the products and the termination or expiration of the Contract, but only with respect to acts or omissions occurring during the Supplier's performance under the Contract.

- 2.5. Material Availability and Miscellaneous Conditions:** After award, the **Supplier** shall promptly notify the City in writing if any awarded item is discontinued, materially

backordered, or unavailable for an extended period, and shall request directions before proceeding. Any proposed substitute must: (a) meet or exceed the specification requirements; (b) be supplied at the **bid price or lower** unless otherwise approved in writing; and (c) include manufacturer documentation demonstrating equivalency (e.g., datasheets, certifications, warranty terms).

- 2.6. City Remedies:** If availability issues arise, the City may, at its sole discretion, accept an approved equal, adjust quantities, make a partial award, cancel the affected line(s) without penalty, or procure the item(s) from alternate sources. No restocking fees, cancellation charges, or price increases shall apply absent the City's prior written approval.
- 2.7. Schedule Integrity:** The Supplier shall actively manage supply chain risks to meet the agreed delivery schedule, including timely order placement and coordination with manufacturers/distributors. The City reserves the right to require updated lead-time confirmations and status reporting upon request.
- 2.8. Documentation:** Upon request, the Supplier shall provide written confirmation from the manufacturer or distributor regarding discontinuation, allocation, or lead-time constraints for any affected item.
- 2.9. Delivery and Time Performance:** Time is of the essence in fulfilling this Contract. The Supplier shall deliver all products, materials, and equipment within the timeframes specified in the Contract Documents or as otherwise agreed in writing by the City.

Each Bidder shall demonstrate its ability to meet the required delivery schedule and must account for current lead times, production capacity, and shipping logistics in its bid. The Contract Time means the period between the date of the Notice of Award (or other start date established in the Contract) and the date by which all deliveries must be completed.

Failure to meet the specified delivery deadlines without prior written authorization from the City may constitute a breach of contract and subject the Supplier to remedies available under the Contract and applicable law.

- 2.10. Payment & Completion:** The Contract Sum, as stated in the Contract, represents the total amount payable by the City to the Supplier for furnishing, delivering, and, if applicable, installing all products and materials specified in the Contract Documents.

Upon receipt of all required documentation, including a valid invoice and confirmation of delivery and acceptance of the products by the City, payment shall be made in accordance with the payment terms set forth in this solicitation. The City shall not be obligated to make payment for any products or services not accepted as meeting the specifications and requirements of the Contract.

Payment by the City shall constitute acceptance of the products only to the extent that such products have been inspected and verified as conforming to the Contract requirements. Acceptance shall not relieve the Supplier of warranty obligations or responsibility for latent defects.

- 2.11. Protection of Persons & Property:** The Supplier shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations governing the safety of persons and property during the furnishing, delivery, handling, and installation (if applicable) of products under this Contract.

The Supplier shall take all reasonable precautions necessary to protect the public, City personnel, and property from damage, injury, or loss arising from its activities or those of its agents, employees, subcontractors, or suppliers. This includes, but is not limited to, following all required safety procedures, posting warnings when hazards are present, and coordinating with owners or users of adjacent utilities or facilities as appropriate.

If any damage or injury to public or private property occurs because of the Supplier's acts, omissions, negligence, or failure to perform under the Contract, the Supplier shall promptly restore such property, at its own expense, to a condition equal to or better than that which existed prior to the damage. If restoration is not feasible, the Supplier shall compensate the City or property owner for the loss in a manner acceptable to the City.

- 2.12. Change Order or Contract Amendment:** No oral statement, representation, or commitment by any person shall modify, change, or affect the terms, conditions, or specifications stated in this resulting Contract. Any revision, addition, or deletion to the Contract — including changes to quantity, price, delivery, or other terms — shall be made only by a written Change Order or Amendment issued and executed by the City's Contract Administrator and accepted by the Supplier.

Unauthorized changes made without written approval shall be null and void and may not be binding upon the City.

- 2.13. Assignment:** The Supplier shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the City. Any attempted assignment without such approval shall be null and void and shall not relieve the Supplier of its obligations under the Contract.

- 2.14. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time, as a whole or in part, or to reject any or all bids when such action is deemed to be in the best interest of the City. In the event of cancellation, the City shall not be liable for any costs incurred by Bidders in preparing or submitting its bids.

- 2.15. Compliance with Laws:** The Supplier shall comply with all applicable federal, state, county, and local laws, regulations, ordinances, and codes governing the manufacture, labeling, shipment, sale, and delivery of the products furnished under the Contract.

The Supplier warrants that it is fully qualified and authorized to assume the obligations of this Contract and possesses all required business licenses, registrations, and permits in good standing as required by law.

- 2.16. Confidentiality:** While furnishing products or performing any related obligations under this Contract, the Supplier may have access to non-public information belonging to the City. Any such information, whether written or verbal, shall be treated as confidential and shall not be disclosed to any third party or used for any purpose

other than fulfilling the requirements of this Contract without the City's prior written consent.

This obligation shall not apply to information that:

1. Is or becomes publicly available through no fault of the Supplier.
2. Is lawfully obtained by the Supplier from a third party not under a confidentiality obligation; or
3. Is independently developed by the Supplier without reference to the City's confidential information.

All confidential materials shall be returned or destroyed upon completion of the Contract or at the City's request.

- 2.17. Conflict of Interest:** No public official, officer, or employee of the City shall have any financial or personal interest, direct or indirect, in any Contract resulting from this solicitation. Any potential or actual conflicts of interest shall be promptly disclosed and managed in accordance with applicable federal, state, and local laws, as well as the City's policies.

This provision is intended to ensure the integrity of the City's procurement process and the impartial administration of this Contract.

- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) all products and materials have been delivered, inspected, and accepted by the City; or (3) the Contract is terminated for cause or convenience.

Either Party may terminate the Contract, in whole or in part, for convenience by providing written *Notice of Cancellation* to the Supplier specifying the reason for termination and the effective date, which shall be not less than thirty (30) calendar days from the date of notice, unless a shorter period is mutually agreed upon.

Termination for **cause** may occur in the event of the Supplier's failure to perform in accordance with the terms, conditions, or specifications of the Contract. In such a case, the City may obtain substitute products or services, and the Supplier shall be liable for any additional costs incurred by the City as a result.

- 2.19. Employment Discrimination:** During the performance of the Contract, the Supplier agrees to:

- 2.19.1.** The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any other legally protected status, except where such condition is a legitimate occupational qualification reasonably necessary for the normal operation of the business. The Supplier shall post notices in conspicuous places visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.

- 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Supplier shall state that the Supplier is an Equal Opportunity Employer.

2.19.3. Notices, advertisements, and solicitations placed following applicable federal, state, and local laws, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.20. Immigration Compliance: The Supplier certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws and regulations.

The Supplier shall not knowingly employ or subcontract with any individual who is not authorized to work in the United States during the term and performance of the Contract.

Any violation of this requirement shall constitute a material breach of the Contract and may result in immediate termination and potential legal action as permitted by law.

2.21. Failure to Deliver: If the Supplier fails to fulfill its obligations under this Contract—including, but not limited to, timely delivery of products, adherence to specifications or quality standards, or compliance with contractual requirements—the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute products or materials from alternate sources. The Supplier shall be liable for any additional costs, losses, or damages incurred by the City because of such failure.

In instances of nonperformance, the City may take progressive corrective action as appropriate. However, if the failure materially delays delivery, results in defective or nonconforming products, or disrupts City operations, the City reserves the right to take immediate action, including suspension or termination of the Contract, and to pursue any remedies available under law or equity.

2.22. Failure to Enforce: The City's failure to enforce any provision of this Contract at any time shall not be construed as a waiver of that provision or of 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 City from enforcing any provision at a later date in accordance with the Contract's terms

2.23. Force Majeure: The Supplier shall not be held liable for failure to perform its obligations under the Contract when such failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fires, floods, legal strikes, civil disturbances, wars, governmental actions, supply chain interruptions, or other unforeseen events that could not have been reasonably anticipated or avoided.

This exemption shall not apply if the Contract specifically provides otherwise. The Supplier shall provide prompt written notice to the City of any such event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

If the delay extends beyond a reasonable period, the City may, at its sole discretion, terminate the Contract in whole or in part without penalty.

2.24. Independent Supplier: The Supplier is and shall remain an independent supplier in all respects under the Contract. Neither the Supplier nor its employees, agents, or

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

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Supplier, its employees, agents, or subcontractors. The Supplier 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 Supplier is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

2.25. Nonconforming Terms and Conditions: A bid response that includes terms, conditions, or exceptions that do not conform to the requirements of this Invitation for Bid (IFB) may be rejected as non-responsive. The City reserves the right, at its sole discretion, to allow a Bidder to withdraw nonconforming terms or conditions from its bid prior to the City's determination of non-responsiveness.

Examples of non-responsiveness include, but are not limited to:

- Submission of the bid on forms other than those provided or approved by the City,
- Alteration, interlineation, erasure, or detachment of any portion of the official bid forms,
- Inclusion of unauthorized additions, conditions, alternate bids, or irregularities that render the bid incomplete, indefinite, or ambiguous as to its meaning,
- Failure to acknowledge receipt of all issued Addenda,
- Failure to provide pricing (unit or total) for all required items, unless a bid alternate is expressly permitted in the solicitation,
- Submission of pricing that, in the City's opinion, is unbalanced such that one or more items do not reasonably reflect their proportional cost or include inadequate or excessive prices,
- Inclusion of terms that tie this bid to any other bid or contract; and/or,
- Failure to calculate or present bid prices as described in this solicitation.

2.26. Evaluation of Bids and Bidders: The City reserves the right to:

- Reject any or all Bid(s)
- Waive any informalities or technical irregularities
- Consider any prompt payment discounts offered by the Bidder
- Negotiate final terms with the successful Bidder
- Take into consideration the past performance on previous contracts or purchase orders with the City of any Contractor, Supplier, Firm, Supplier, or Service Provider in determining the final award

- Disregard any nonconforming, nonresponsive, or conditional Bids

Discrepancies between the written amount and figures will be resolved in favor of the written amount. Discrepancies between unit prices and extended prices shall be resolved in favor of the unit prices. Discrepancies between column totals and correct sums shall be resolved in favor of the mathematically correct total. Corrected extensions and totals will be shown in the City's bid tabulation.

The City may consider the Bidder's responsibility, qualifications, and performance history, as well as operating costs, product reliability, delivery performance, warranty coverage, and maintenance or service support, if applicable.

The City may conduct any investigation it deems necessary to evaluate a Bidder's financial capability, integrity, and ability to furnish the specified products in accordance with the Contract Documents. The Bidder shall furnish all information and data requested by the City to assist in this evaluation.

By submitting a Bid, each Bidder authorizes the City to obtain reference information regarding its past performance and releases both the City and any entity providing such information from liability related to the disclosure

If the Contract is awarded, it will be made to the lowest responsive and responsible Bidder whose bid best meets the City's requirements and interests. The City reserves the right to accept or reject any portion of the Bid Schedules or alternates, either in whole or in part.

2.27. Ownership of Delivered Goods and Documentation: Upon delivery and acceptance, all products, materials, and equipment furnished and delivered under the Contract shall become the property of the City.

2.28. Patents and Copyrights: The Supplier shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, including but not limited to demands, damages, liabilities, losses, costs, or expenses (including attorney's fees) arising out of or resulting from any actual or alleged infringement of any patent, copyright, trademark, or other intellectual property right related to the products, materials, or equipment furnished under this Contract.

In no event shall the City be liable to the Supplier for any damage, awards, or expenses arising from such claims. If any product, material, or equipment is held to constitute an infringement, the Supplier shall, at its own expense and at the City's option:

1. Obtain the right for the City to continue using the item;
2. Replace the item with a non-infringing equivalent; or
3. Modify the item so that it becomes non-infringing while remaining compliant with the Contract specifications.

Any failure by the Supplier to fulfill these obligations shall constitute a material breach of the Contract and may result in termination.

2.29. Remedies: The Supplier and the City agree that all rights, duties, obligations, and remedies provided under this Contract shall be governed by, and construed in

accordance with, the Uniform Commercial Code (UCC) as adopted and in effect in the State of Colorado.

- 2.30. 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 under or related to the Contract shall be brought in the District Court, 21st Judicial District, Mesa County, Colorado. In the event of a conflict between the body of the Contract and any incorporated or referenced document, the provisions of this Contract shall govern and control.
- 2.31. Expenses:** The Supplier is solely responsible for all costs and expenses incurred in preparing, submitting, and presenting a Bid in response to this solicitation. Under no circumstances shall such costs be reimbursed by, or charged to the City, regardless of whether the solicitation results in an award.
- 2.32. Sovereign Immunity:** The City 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 City's sovereign immunity.
- 2.33. Public Funds and Non-Appropriation of Funds:** Payment for any products, materials, or equipment furnished under this Contract is contingent upon the availability and appropriation of funds by the City of Grand Junction for the applicable fiscal year.

Under Colorado law, public funds may not be obligated or expended beyond the fiscal year for which a budget has been duly approved. Accordingly, any contractual commitments extending beyond the current fiscal year are subject to annual budget appropriation by the City Council.

If funds are not appropriated or otherwise made available for the continuation of this Contract in any subsequent fiscal year, the City may terminate the Contract without penalty or further obligation, and such termination shall not constitute a breach of contract or give rise to any claim for damages or additional compensation.

- 2.34. Piggyback:** Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Supplier 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 original agreement.

Each participating governmental entity shall establish its own separate contract with the Supplier, 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 Supplier 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.

2.35. Definitions: Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

- 2.35.1.** “Bidder” refers to the individual or entity legally authorized to submit a bid response to this solicitation on behalf of the Supplier or Contractor.
- 2.35.2.** “Contractor,” or “Supplier” refers to the individual, organization, or business entity identified in the Bid and throughout the Contract, including its authorized representatives, employees, and agents responsible for fulfilling the obligations of the Contract.
- 2.35.3.** “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- 2.35.4.** The “Contract Sum” refers to the total amount payable by the City to the Supplier for the products, materials, and any associated obligations furnished under the Contract. Any changes to the Contract Sum must be authorized in writing by both Parties.
- 2.35.5.** “Contract Time” means the period specified for delivery, inspection, and acceptance of products under this Contract, beginning on the effective date of the Notice of Award or Purchase Order and ending upon completion, expiration, or termination as set forth in the Contract Document.
- 2.35.6.** “Project” or “Work” refers to the procurement and delivery of the products, materials, or equipment specified in this solicitation and the resulting Contract Documents.

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Section 3.0: Specifications and Special Conditions and Provisions

- 3.1. General:** The following specifications and special conditions apply to the procurement of the products, materials, and equipment described herein. All items furnished shall be new, of current manufacture, and shall meet or exceed the minimum requirements stated in this solicitation and any referenced standards or specifications.
- 3.2. Project Description:** The purpose of this IFB is to establish a purchase order with a qualified supplier to provide metal shelving units for the Grand Junction Police Department Evidence Unit. The shelving will expand the Department's storage capacity and improve the organization and accessibility of stored materials. The City seeks durable, industrial-grade shelving constructed of heavy-duty steel capable of supporting substantial weight. All proposed products must meet or exceed the specifications contained herein. Equivalent products demonstrating equal or greater performance and quality may be accepted, provided sufficient documentation is submitted to support equivalency.
- Bidders shall complete the Price Bid Schedule and submit manufacturer product specification sheets with its bid response. Failure to include this documentation may render the bid non-responsive.
- 3.3. Specifications:** The shelving units furnished under this solicitation shall conform to the following minimum requirements. Substitutions of equal or greater quality will be considered, provided the Bidder clearly demonstrates how the proposed product meets or exceeds these specifications. The shelving units shall be of a common design, construction, and finish to ensure uniformity and compatibility with additional units that may be purchased for future expansion.

3.3.1. General Construction

Each shelving unit shall consist of:

- 3.3.1.1. **Welded steel uprights** constructed of 14-gauge steel minimum, with cross bracing to ensure structural stability
- 3.3.1.2. **Four (4) load-bearing supports per shelf**, constructed of heavy-duty steel or equivalent material.
- 3.3.1.3. **Decking panels** made from 22-gauge ribbed steel, designed to interlock or rest securely on beams to prevent flexing or displacement under load.
- 3.3.1.4. **Footplates** welded to each upright, suitable for permanent floor anchoring.
- 3.3.1.5. **Boltless design** to allow easy assembly and reconfiguration without specialized tools.
- 3.3.1.6. **Finish:** Powder-coated or painted steel surface for corrosion resistance and durability.

Each unit shall be rated to support a minimum of **500 pounds cumulative load per shelving level**.

3.3.2. Dimensions and Quantities

Size (Width x Length x Height)	Estimated Quantity
--------------------------------	--------------------

24" W X 36" L X 72" H	24 units
24" W X 36" L X 96" H	40 units

Quantities are subject to adjustment based on pricing

3.3.3. Delivery Requirements

- 3.3.3.1. All shelving shall be delivered to Grand Junction, Colorado (ZIP 81501).
- 3.3.3.2. No assembly or installation services are required.
- 3.3.3.3. All deliveries must include complete component parts and manufacturers' instructions for assembly.

3.4. Special Conditions and Provisions

- 3.4.1. Questions Regarding Solicitation Process or Specifications:** All questions regarding the solicitation process or technical specifications shall be submitted in writing by email no later than the **Inquiry Deadline** stated in this solicitation to:

Kathleen Franklin
Purchasing Agent
kathleenf@gjcity.org

- 3.4.2. Contract Administrator:** The Contract Administrator is responsible for all matters related to the administration of contracts, including the issuance of amendments, modifications, or general interpretation of contractual terms. All such inquiries shall be directed to:

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

- 3.4.3. Materials Specifications Sheets:** Bidders shall submit product data sheets, manufacturer's specifications, and Material Safety Data Sheets (MSDS/SDS), as applicable, with its bid submittal. Failure to provide such documentation may render the bid non-responsive.

- 3.4.4. Delivery Schedule:** The Bid Schedule Table shall indicate the estimated delivery timeframe for each line item. The delivery schedule proposed by the Supplier must ensure timely fulfillment within the period required by the City.

- 3.4.5. Delivery Location:** The order shall be delivered to:

The City of Grand Junction
Police Department
333 West Avenue
Grand Junction, CO, 81501

The Supplier must confirm the delivery location at least **[5]** business days prior to shipment.

******Please call before delivery to verify the delivery point:
Trent Rundquist, 970-549-5170, 970-852-9237.******

3.4.6. Rejection of Products or Supplies: The City reserves the right to reject and return any product or material that does not meet the required specifications, quality standards, or is otherwise defective. Determination of nonconformity shall be made at the City's sole discretion. Returned products shall be replaced at no additional cost to the City.

3.4.7. Estimated Quantities: Quantities listed in this IFB represent estimates of the City's anticipated requirements during the Contract term. Actual quantities may increase or decrease depending on operational needs. The City does not guarantee specific purchase volumes or minimum orders.

3.4.8. Minimum Order Quantities: The Supplier shall not impose any minimum order quantities for items covered under this Contract.

3.4.9. Pricing: All pricing shall be **firm and all-inclusive**, covering all costs associated with the supply and delivery of products, including but not limited to materials, equipment, packaging, shipping, freight, insurance, and any applicable fees.

The City shall not pay, nor be liable for, any additional or hidden costs, including but not limited to taxes, fuel, surcharges, tariffs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.4.10. Packing Slips or Delivery Tickets: All shipments must include a packing slip or delivery ticket showing:

- City Purchase Order number
- Description of items and stock numbers
- Quantities ordered, shipped, and backordered
- Supplier name and contact information

3.4.11. Brand Name or Equal: Whenever a product is specified by brand, trade name, or manufacturer, it is intended to establish a standard of quality, performance, and appearance, not to limit competition. Equivalent products ("or equal") will be considered if the product meets or exceeds the stated specifications.

It is the Bidder's responsibility to clearly identify any proposed equivalent item and provide supporting documentation demonstrating compliance. The City reserves the right to determine product equivalency. Unauthorized substitutions after Contract award are prohibited.

3.4.12. Freight and Shipping: All shipments of the products covered by the contract shall be made F.O.B. Destination—Freight Prepaid and Allowed, delivered to the specified City location in Grand Junction, Colorado.

3.4.13. Laws, Codes, Rules, and Regulations: The Supplier shall ensure that all products and materials provided comply with all applicable Federal, State, County, and City laws, codes, ordinances, and regulations.

3.4.14. Contract: A binding Contract shall consist of:

1. The IFB and any Addenda;
2. The Supplier's bid response;

3. Any written clarifications or modifications mutually agreed upon; and
4. The City's Purchasing Department's acceptance of the bid through a "Notice of Award" or executed Purchase Order/Contract.

All exhibits and attachments referenced in this IFB are incorporated by reference.

- 3.4.14.1. The Contract represents the complete agreement of the Parties and shall be governed solely by the specifications and requirements contained therein and applicable law.
- 3.4.14.2. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Bidder and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

3.4.15. Authorized Representatives of the City: Those authorized to represent the City for purposes of this solicitation and resulting Contract include the Purchasing Agent, Contract Administrator, and other designated City personnel as identified in writing.

3.5. Supplier's Bid Documents: The following forms and documents must be submitted with the Supplier's bid response. Failure to provide any required document may render the bid non-responsive.

If a form or document is not listed below but is otherwise required within this solicitation, it remains the Supplier's responsibility to ensure that all required materials are properly completed and submitted with a bid response.

- Supplier's Bid Form
- Price Bid Schedule
- Materials Specifications Sheets

3.6. Product Warranty and Support: All products, materials, and equipment furnished under this Contract shall be new, unused, and free from defects in design, materials, and workmanship.

The Supplier shall warrant that all products supplied meet or exceed the specifications stated in this solicitation and are fit for the intended purpose for which such goods are ordinarily used.

Unless otherwise specified, each product shall include the manufacturer's standard warranty, which shall not be less than one (1) year from the date of acceptance by the City. During the warranty period, the Supplier shall promptly repair, replace, or otherwise remedy any defective or nonconforming product at no additional cost to the City.

All warranty coverage and service obligations shall survive final acceptance and shall be assignable to the City.

The Supplier shall also provide the City with all applicable warranty documentation, including registration forms, contact information for warranty claims, and detailed instructions for obtaining service or replacement parts.

IFB Tentative Time Schedule:

- | | |
|---|------------------|
| • Invitation for Bids available | October 10, 2025 |
| • Inquiry deadline, no questions after this date, | October 22, 2025 |
| • Addendum issued, if needed, | October 24, 2025 |
| • Bid Response Deadline | November 3, 2025 |
| • Contract execution | November 6, 2025 |

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Section 4.0: Supplier's Bid Form

Bid Date: _____

Solicitation: **IFB-5742-25-KF, Evidence Unit Steel Shelving**

Supplier/Company Name: _____

Authorized Agent Name: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

The undersigned **Bidder**, in compliance with this Invitation for Bid, having examined the **Administrative Information and Instructions, General Terms and Conditions, Specifications, Special Conditions and Provisions**, and any **Addenda** thereto, hereby proposes to furnish and deliver all products, materials, and supplies in accordance with the requirements of this solicitation and any resulting **Contract**, within the time specified and at the prices stated below.

These prices include all costs associated with furnishing the specified products, including but not limited to materials, handling, delivery, and any other expenses necessary to fulfill the requirements set forth in the solicitation documents, of which this **Bid Submittal Form** is a part.

The undersigned **Bidder** hereby declares and stipulates that this bid is made in good faith, without collusion or connection with any person, firm, or entity submitting a bid for the same procurement. This bid is made in full compliance with all terms, conditions, and requirements of the solicitation, all of which have been carefully reviewed, understood, and accepted by the undersigned.

The **Bidder** further agrees that, if awarded the **Contract**, it will provide all required insurance certificates within ten (10) working days of the date of the **Notice of Award**. Submittal of this **bid** shall be taken by the City as a binding commitment that the Bidder is prepared to furnish all specified products and complete all requirements of the **Contract** in its entirety

The City reserves the right to make the award to the Bidder whose submission is deemed most advantageous to the City, to waive any formalities or technical irregularities, and to reject any or all bids. It is further agreed that this **bid** may not be withdrawn for a period of **sixty (60) calendar days** following the bid opening. Submission of clarifications or revised information, when requested by the City, shall automatically extend the binding period for an additional **thirty (30) calendar days** from the date of such submission.

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

Bid Certification

By submitting this Bid, the **Bidder** certifies that:

- The prices in this Bid have been determined independently, without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Bid in a manner that restricts competition.
- The individual signing this Bid is a duly authorized representative of the Bidder and has the legal authority to bind the Bidder to all representations, supporting documentation, and pricing provided in the Bid.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The Bidder certifies that no Federal, State, County, or Municipal tax will be added to the quoted prices
- The City's standard payment terms are Net 30 days.
- A prompt payment discount of _____ **percent** of the net amount will be offered, to the City if the invoice is paid within _____ **days** after receipt of the invoice. The City reserves the right to consider any such discounts when determining the bid award, provided the discount terms are not less than Net 10 days.

Receipt of Addenda

The undersigned **Bidder** acknowledges receipt of all Addenda issued for this solicitation, including any modifications to the Specifications and Contract Documents.

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

The Bidder is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Bid response.

Required Submittals (As Applicable)

In addition to the Bid forms, the Bidder may be required to provide the following prior to Contract execution or upon request by the City.

- A **letter of authorization** signed by the entity's owner, or a **Statement of Authority** delegating authorization to act on behalf of the Bidder; and.
- A completed and current IRS Form W-9.

Signature Block (for Bid Submittal Form)

Print Full Legal Company Name (as shown on W-9): _____

Authorized Signature: _____

Authorized Agent Name & Title: _____

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Price Bid Schedule

IFB-5742-25-KF – Evidence Unit Steel Shelving

Item No.	Description	Size (Width x Length x Height)	Estimated Quantity	Unit	Unit Price	Extended Price	Lead Time
1	Shelving Unit – As Specified in Section 3.0	24" W X 36" L X 72" H	24	EA	\$	\$	
2	Shelving Unit – As Specified in Section 3.	24" W X 36" L X 96" H	40	EA	\$	\$	
Total Extended Bid Amount:						\$	

Total Extended Bid Amount Written:

_____ dollars.

Provide Product Link and Attach Manufacturer Specifications: _____

Estimated Delivery ARO: _____

Cooperative Purchasing:

Are these products available through a cooperative purchasing contract for future City purchases? ☐ Yes ☐ No

If yes, identify the cooperative and contract number: _____

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

Company: _____

Authorized Signature: _____

Title: _____

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