



Invitation for Bid

IFB-5916-26-KN

Crack Fill Material

Responses Due:

May 15, 2026, before 2:00 p.m.

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

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

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

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

Purchasing Agent:

Kassy Nelson

kassyh@gjcity.org

970-244-1546

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Section 1.0: Instructions to Bidders

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Bidder is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Invitation for Bid (IFB).
- 1.3. **Issuing Office:** This IFB is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kassy Nelson
kassyh@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 Bid.
- 1.4. **Purpose:** The City of Grand Junction, Colorado, is seeking Bids from qualified and interested firms for all labor, equipment, and materials required to provide and deliver **crack fill materials** for the City of Grand Junction. All specifications and scope of work should be verified by Bidders prior to submission of Bids.
- 1.5. **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Bidders, by submitting a Bid, commit to adhere to all conditions, requirements, and instructions in this IFB as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to clearly understand the requirements, or should it appear that various instructions conflict, the Bidder(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.7. **Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.

- 1.8. **Submission:** *Each Bid shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of Bids. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the **“Electronic Vendor Registration Guide”** at <https://www.gjcity.org/501/Purchasing-Bids> for details. (The Purchasing Agent does not have access to or control the vendor side of RMEPS. If there are website or other problems that arise during response submission, the Bidder **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

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

Time: May 15, 2026 @ 2:00 p.m.

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/699293077>

You can also dial in using your phone.

Access Code: 699-293-077

United States: [+1 \(571\) 317-3112](tel:+15713173112)

Join from a video-conferencing room or system.

Meeting ID: 699-293-077

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

Or dial directly: 699293077@67.217.95.2 or 67.217.95.2###699293077

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

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

- 1.9. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or Bid is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or Bid(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. **Public Disclosure Record:** If the Bidder knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.
- 1.11. **Collusion Clause:** Each Bidder, by submitting a Bid, 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 reasonable belief of collusion among the Bidders will be rejected. The Owner reserves the right, at its discretion, to accept future Bids for the same service(s) or work from participants identified in such collusion.

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

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

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

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

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

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

All names must be typed or printed below the signature.

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

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

- 1.18. Exclusions:** No oral, telephonic, emailed, or facsimile Bid will be considered.
- 1.19. Contract Documents:** The Contract Documents consist of the complete solicitation and the Bidder's Bid. Solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).
- 1.20. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation concerning its Bid. The submission of a Bid shall be taken as evidence of compliance with this section. Before submitting a Bid, each Bidder shall, at a minimum:
- a. Examine the *Contract Documents* thoroughly;
 - b. Visit the site to familiarize itself with local conditions that may in any manner affect the cost, progress, or performance of the Services;
 - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost, progress, or performance of the Services;
 - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
 - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services.

- 1.21. Questions Regarding Specifications or Statement of Services/Work:** All requests for clarification or interpretation of the Specifications, and/or Scope of Services/Work must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions submitted after the deadline may not receive a response.
- 1.22. Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. A Bidder(s) must acknowledge receipt of all addenda in the Bid(s).
- 1.23. Exceptions and Substitutions:** All Bids meeting the intent of this IFB will be considered for the award. A Bidder that takes exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Bidder must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Bidder has not taken exception(s), and if awarded a Contract, shall hold the Bidder responsible for performing in strict accordance with the Contract Documents.
- 1.24. Disqualification of a Bidder:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is quoting, and possession of the necessary financial and other resources to complete the proposed Service/Work. Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- More than one Bid is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and
 - Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future Service/Work of the Owner until such participant has been reinstated as a qualified Bidder.
- 1.25. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.26. Sales and Use Taxes:** The Firm and all subcontractors are required to 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 opening of the Bid(s) shall be conducted publicly in a virtual meeting following the Bid deadline. Bidders, representatives, and interested people may be present. Bids shall be received and acknowledged to maintain transparency in the process.

Section 2.0: General Contract Terms and Conditions

- 2.1. **Nonconforming Terms and Conditions:** A Bid that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Firm to withdraw nonconforming terms and conditions from its Bid before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.
- 2.3. **Warranty:** The Firm warrants the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Firm's expense.
- 2.4. **Miscellaneous Conditions: Material Availability:** Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior

to submission of Bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Firm of the value of Service(s) performed under the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect itself from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.8. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.

- 2.9. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without prior written approval from the Owner.
- 2.10. Compliance with Laws:** Bids must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.11. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.12. Confidentiality:** All information disclosed by the Owner to the Bidder and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the performance of such Services is to be kept strictly confidential.
- 2.13. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this IFB.
- 2.14. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner, or any Bid may be rejected in whole or in part when it is in the best interest of the City.
- 2.15. Contract:** This solicitation, the Bidder's Bid/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.16. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.17.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause.

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

2.17.3. Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

2.19. Failure to Deliver: In the event of failure of the Firm to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

2.20. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time under the terms thereof.

2.21. Force Majeure: The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.

2.22. Indemnification: The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from Bid award. The Firm shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.

2.23. Independent Firm: The Firm shall be legally considered an independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state

unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.24. Ownership:** All documents, plans, concepts, and work prepared under the Contract, etc., created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.25. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.26. Remedies:** The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.27. Governing Law:** The Contract and/or any agreement(s) as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.28. Expenses:** Expenses incurred in the preparation, submission, and presentation of a Bid in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.29. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*
- 2.30. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.31. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.32. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery, or completion schedule(s) or otherwise performs under the

Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.

2.33. Piggyback: Agreements resulting from this solicitation are intended primarily for the Owner. However, other governmental entities may be extended the opportunity to utilize the awarded Contract, contingent upon the agreement of the successful Bidder and the participating agencies. All participating entities must adhere to the specifications, terms, conditions, and contract prices established within the agreement. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required.

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

2.34. Definitions:

- 2.34.1.** “Agency,” “Consultant,” “Contractor,” or “Firm” is the individual, organization, entity, or consultant identified as such in the Bid and throughout the Contract. The term encompasses the Agency, Consultant, Contractor, Firm, or its authorized representative(s).
- 2.34.2.** “Bidder” refers to the person(s) legally authorized by the Agency, Contractor, or Firm to make an offer and/or submit a Bid in response to the IFB.
- 2.34.3.** “City” or “Owner” is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.34.4.** “Contract Sum” is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.
- 2.34.5.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Firm as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related

to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

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

Section 3.0: Specifications, Scope of Services/Work

- 3.1. **General:** The City of Grand Junction is accepting competitive pricing, from qualified and interested companies, to supply and deliver **crack fill material that meet the specifications listed in Section 3.2 "Specifications."**

It is estimated that 47,000 lbs. to be purchased for the City of Grand Junction's Crack Fill Program.

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

- 3.2. **Specifications:**

It is anticipated that the City will make two separate orders for this product (one for fall and one in late February).

NOTE: This purchase does not include mastic materials.

This specification is intended to describe a premixed, hot applied, polymer rubberized crack fill material that does not contain any vulcanized or reclaimed rubber, with the maximum weight per gallon not to exceed 10 pounds.

The requested material shall be designed for application (heating and/or reheating) for use in any hot-oil jacketed melter capable of constant agitation and equipped with a calibrated thermometer to monitor sealant temperature. The material

must also be capable of being applied to cracks through the use of a pressurized wand.

3.2.1. Acceptable Properties: Per the attached spec sheet, the product bid is required, at a minimum, to comply with the following conditions:

1. Penetration of any and all 1/4" or wider cracks over the entire application range of the material.

2. Requested material must contain ingredients or possess properties that will prevent it from being pulled loose or tracked by normal vehicle traffic within 30 minutes of application, at ambient temperatures of 85o or greater.

3. Each block of sealant shall be contained in fully meltable packaging, that shall when melted become part of the sealant. Each block shall have printed onto the block the manufacturer's name, product name, part number and production lot or batch number. Each pallet shall have an affixed weatherproof enclosure containing a copy of the manufacturers' recommended application instructions.

4. Each individual block of sealants shall be legibly marked with the following:

- Manufacturer's Name
- Address
- Phone Number
- Sealant Type
- Part Number
- Lot Number
- Hazard Classifications
- Personal Safety Info
- Emergency Procedures
- Installation Instructions
- Heating & Application Guidelines

5. Material shall remain pliable over a wide range of conditions to allow placement of material during freezing ambient temperatures so long as pavement is warmed to 40°F or higher with a Hot Air Lance.

6. All material provided shall be accompanied with a "Certificate of Compliance", listing the lot number and certifying the supplied material meets the following minimum

3.2.2. Technical specifications:

Cone Penetration: @ 77°F (ASTM D5329)

80 dmm max.

Softening Point: (ASTM D36)	190°F min.
Resilience: @ 77°F (ASTM D5329)	55% min.
Flow: 140°F, 5hrs (ASTM D5329)	3 mm max.
Tensile Adhesion: (ASTM D5329)	500% min.
Ductility: @ 39.2°F, 1 cm/min. (ASTM D113)	30 cm min.
Force Ductility: @ 39.2°F	4 lbs. max.
Flexibility: @ -15°F, 90° bend, 2s over 1" mandrel	no cracks
Recommended Pour Temperature	380-400°F
Maximum Heating Temperature	400°F

3.3. Special Conditions & Provisions:

3.3.1. Questions Regarding the Solicitation Process or the Scope of Services/Work:

Kassy Nelson, Purchasing Agent
kassyh@gjcity.org

3.3.2. **Project Manager:** The Project Manager for this purchase is Mike Harmon, who can be reached at (970)-250-5650. After Award, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
 General Services Department – Project & Operations
 Attn: Mike Harmon, Project Manager
 333 West Avenue, Building C
 Grand Junction, CO 81501

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

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

- 3.3.4. Materials Specifications Sheet:** Bidders shall supply materials specifications sheets and MSDS (Material Safety Data Sheets) for all products proposed for bid, **with their bid submittals.**
- 3.3.5. Testing of Materials:** Prior to award of contract, the Owner reserves the right to require material testing by an independent laboratory at the expense of the vendor. The Owner will choose the testing laboratory.
- 3.3.6. Rejection of Products/Supplies:** The City of Grand Junction reserves the right to return products/supplies due to product flaws and/or not meeting specifications. Judgment of non-conformity will be at the discretion of the City of Grand Junction Project Manager.
- 3.3.7. Delivery Schedule:** All shipments shall be received no later than 30 days after Notice of Award is issued.
- 3.3.8. Delivery Location:** Items shall be delivered “F.O.B. Destination – Freight Pre-paid and Allowed” to:
- Municipal Services Campus
333 West Avenue
Grand Junction CO 81501
- **Please call before delivery to verify proper location of material drop.****
Mike Harmon, (970) 250-5650
- 3.3.9. Estimated Quantities:** The quantities indicated in this Invitation for Bids are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated Contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.
- 3.3.10. Minimum Quantities:** The bidder shall not establish a minimum order quantity for items under contract.
- 3.3.11. Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the Project.
- The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.3.12. Contract Period:** The original contract period / purchase quantity shall be as stated in the Request for Quote (RFQ). The contract shall not bind, nor purport

to bind, the City for any contractual commitment in excess of the original contract period / purchase quantity, which is 2026.

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

3.3.14. Contract: A binding Contract shall consist of (1) the IFB and any Addendum(s) thereto, (2) the Bidder's response (Bid) to the IFB, (3) any clarification of the Bid, if applicable, and (4) the City's Purchasing Department's acceptance of the Bid through a "Notice of Award." All Exhibits and Attachments within the IFB are incorporated into the contract by reference.

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

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Bidder and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

3.3.15. Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The purchase order number
- The name of the article and stock number
- The quantity ordered
- The quantity shipped
- The quantity back ordered
- The name of the vendor(s)

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

- **Firm's Bid Form**
- **Price Bid Schedule**
- **Materials Specifications Sheets**

3.5. Tentative Calendar of Events:

- Solicitation available April 29, 2026
- Inquiry deadline, no questions after this date May 8, 2026, close of business
- Final Addendum Posted, *if required* Mat 11, 2026
- Submittal deadline for Bids May 15, 2026, 2:00 p.m.
- Contract execution May 22, 2026

Section 4.0. Bidder's Bid Form

Bid Date: _____

Project: IFB-5916-26-KN "Crack Fill Material"

Bidding Entity: _____

Name of Authorized Agent: _____

Agent Email: _____

Telephone Number: _____

Entity Address: _____

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

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

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

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

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

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

- Prices in this bid response have been arrived at independently, without consultation, communication, or agreement to restrict competition.

- No attempt has been made nor will be to induce any other person or entity to submit a bid response to restrict competition.
- The individual signing this bid response certifies it is a legal agent of the Bidder, authorized to represent the Bidder, and is legally responsible for the bid concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the submitted bid prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered, to the the Owner if the invoice is paid within _____ days after the receipt of the invoice.
The Owner reserves the right to consider any such discounts when determining the Bid award that is no less than Net 10 days.

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

State number of Addenda received: _____

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

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

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

Print Full Entity Name: _____

Authorized Signature: _____

Print Name of Signatory: _____

Title of Signatory: _____

Price Bid Schedule IFB-5916-26-KN “Crack Fill Material”

Item	Unit	Description	Unit Price
1.	LBS	Crack fill material for the City, as per specifications stated in the solicitation documents.	

Item 1 Unit Price Written: _____

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

Company: _____

Authorized Signature: _____

Title: _____