



Purchasing Division

CONTRACT EXTENSION-4358-17-SH

March 20, 2017

Marcus Berridge
MB Enterprises Professional Window Cleaning, Inc.
PO Box 4888
Grand Junction, CO 81502

SOLICITATION DESCRIPTION: **THIRD AND FINAL ANNUAL EXTENSION FOR
Invitation for Bids (IFB)-3854-14-NJ
WINDOW CLEANING SERVICES**

Dear Marcus,

This CONTRACT award is **extended** as of the **6th day of May 2017**, by and between the **City of Grand Junction**, Colorado, a municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **MB Enterprises Professional Window Cleaning, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor". This extension shall cover the time period of **June 6, 2017** through **June 5, 2018**.

The Contract and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the annual extension as follows:

Scope of Work: The Contractor shall perform for the Owner the Work set forth in the Contract Documents referenced as Invitation for Bids (IFB)-3854-14- Window Cleaning Services.

Contract Documents: The Owner's Invitation for Bids (IFB)-3854-14-NJ, Contractors Response Form, and Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by the reference as if fully set forth.

Insurance: Please provide your updated proof of insurance as stated in "Section 2.14" of the original solicitation within 15 days after receiving this notice (unless updated Certificate is already on file). The document(s) can be emailed to Susan Hyatt at susanh@gjcity.org, or you can mail it to the Purchasing Office, 250 North 5th Street, Grand Junction, CO 81501, attention Susan Hyatt. The "City of Grand Junction" is to be noted as certificate holder.

Termination for Convenience: The performance of work under this Contract may be terminated by the Owner in whole or in part whenever the Owner determines that termination is in the Owner's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination or other date specified in the notice, place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

The contract has been established using the Scope of Service in the formal solicitation.



Purchasing Division

SUPPLIER ACKNOWLEDGEMENT

In Witness whereof, the parties hereto have cause this Contract Extension to be duly executed, intending to be bound thereby.

City of Grand Junction

By: Susan J. Hyatt
Susan J. Hyatt, Interim Purchasing Spvsr

March 20, 2017
Date

MB Enterprises Professional Window Cleaning, Inc.

By: Mak B. St
Title Secretary/Treasurer

04/04/2017
Date

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED
MB Enterprises Professional Window Cleaning Inc
615 Oxbow Rd
Grand Junction, CO 81504

INSURER A: **Pinnacol Assurance**

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4002702	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT \$100,000 E.L DISEASE - EA EMPLOYEE \$100,000 E.L DISEASE - POLICY LIMIT \$500,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1801551
City of Grand Junction
Attn: Susan Hyatt - Interim Purchasing Supervisor
333 W Ave Building C
Grand Junction, CO 81501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Smith
Underwriter

ACORD CORPORATION 1988

CERTIFICATE HOLDER COPY

City of Grand Junction
Attn: Susan Hyatt - Interim Purchasing Supervisor
333 W Ave Building C
Grand Junction, CO 81501

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company, S.I. if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 MB Enterprises Professional Window Cleaning
 INC
 P.O. Box 4888
 Grand Junction, CO 81502

Agent's Name, Address and Phone Number (Agt./Dist.)
 Jeffrey E Crandell
 2710 Patterson Rd Ste A
 Grand Junction, CO 81506
 (970) 257-1160 (138/307)

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory *****
				Each Accident \$,000
				Disease - Each Employee \$,000
				Disease - Policy Limit \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	05-X83716-10	03/12/2017	03/12/2018	General Aggregate \$ 2,000,000
				Products - Completed Operations Aggregate \$ 2,000,000
				Personal and Advertising Injury \$ 1,000,000
				Each Occurrence \$ 1,000,000
				Damage to Premises Rented to You \$ 100,000
				Medical Expense (Any One Person) \$ 5,000
				Each Occurrence†† \$,000
				Aggregate†† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>	05-X83716-11	06/03/2017	06/03/2018	Bodily Injury - Each Person \$ 1,000,000
				Bodily Injury - Each Accident \$ 1,000,000
				Property Damage \$ 1,000,000
				Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000
Other (Miscellaneous Coverages)				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS Window Cleaning				

†The individual or partners Have shown as insured elected to be covered under this policy. Have not
 ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION
City Of Grand Junction 2620 Legacy Way Grand Junction, CO. 81503 Attn: Susan Hyatt (Interim Purchasing Supervisor)	<input checked="" type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue. DATE ISSUED 05/26/2017
	AUTHORIZED REPRESENTATIVE



Purchasing Division

SUPPLIER ACKNOWLEDGEMENT

In Witness whereof, the parties hereto have cause this Contract Extension to be duly executed, intending to be bound thereby.

City of Grand Junction

By: _____
Title: Buyer, City of Grand Junction

_____ Date

MB Enterprises Professional Window Cleaning, Inc.

By: _____
Title

_____ Date



Purchasing Division

NOTICE OF AWARD EXTENSION-4056-15-NJ

May 6, 2015

Marcus Berridge
MB Enterprises Professional Window Cleaning, Inc.
PO Box 4888
Grand Junction, CO 81502

SOLICITATION DESCRIPTION: **FIRST ANNUAL EXTENSION FOR**
Invitation for Bids (IFB)-3854-14-NJ
Window Cleaning Services

Dear Marcus,

This CONTRACT award is **extended** as of the **6th day of May 2015**, by and between the **City of Grand Junction**, Colorado, a municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **MB Enterprises Professional Window Cleaning, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor". This extension shall cover the time period of **June 6, 2015** through **June 5, 2016**.

The Contract and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the second annual extension as follows:

Scope of Work: The Contractor shall perform for the Owner the Work set forth in the Contract Documents reference Invitation for Bids (IFB)-3854-14- Window Cleaning Services.

Contract Documents: The Owner's Invitation for Bids (IFB)-3854-14-NJ, Contractors Response Form, and Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by the reference as if fully set forth.

Insurance: Please provide your updated proof of insurance as stated in "Section 2.14" of the original solicitation within 15 days after receiving this notice (unless updated Certificate is already on file). The document(s) can be emailed to Nick Jones at Nickj@gjcity.org, or you can mail it to the Purchasing Office, 250 North 5th Street, Grand Junction, CO 81501, attention Nick Jones. The "City of Grand Junction" is to be noted as certificate holder.

Termination for Convenience: The performance of work under this Contract may be terminated by the Owner in whole or in part whenever the Owner determines that termination is in the Owner's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination or other date specified in the notice, place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

The contract has been established using the Scope of Service in the formal solicitation.



Purchasing Division

SUPPLIER ACKNOWLEDGEMENT

In Witness whereof, the parties hereto have cause this Contract Extension to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION, COLORADO

By: [Signature]
Title: Buyer, City of Grand Junction

5-19-15
Date

ATTEST:

By: [Signature]

(MB Enterprises Professional Window Cleaning, Inc.)

By: [Signature] Marcus R Berridge
Title: Secretary/Treasurer

5/07/15
Date

ATTEST:

By: [Signature] Brenda Berridge
PRESIDENT



NOTICE OF AWARD

Date: May 30, 2014
Contractor: MB Enterprises Professional Window Cleaning, Inc.
Project: Window Cleaning Services IFB-3854-14-NJ

The City of Grand Junction has considered the Response submitted by the Contractor for the Project, in response to the Solicitation.

The Contractor is hereby notified that the Response received from the Contractor for the Project was accepted. The Contractor is hereby awarded the **City of Grand Junction Locations** as itemized in the Solicitation and the Contractors Response.

The Contractor shall submit Certificate(s) of Insurance within ten (10) calendar days of the date of this Notice of Award. The Owner shall also be entitled to such other rights as may be granted by law or the Contract Documents.

Nicholas C Jones, Buyer
City of Grand Junction

Receipt of this Notice to Award is hereby acknowledged:

Contractor:

By: Marcus Berridge

Title: Secretary / Treasurer

Date: June 02, 2014

The Contractor is required to return an acknowledged copy of this Notice of Award to the Owner



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this 6th day of June, 2014 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and MB Enterprises Professional Window Cleaning, Inc., hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Window Cleaning Services IFB-3854-14-NJ.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- The order of contract document governance shall be as follows:
 - a. The body of this contract agreement
 - b. Solicitation Documents for the Project – IFB-3854-14-NJ Window Cleaning Services
 - c. Notice of Award
 - d. Contractor's Response to the Solicitation

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the **Contract Documents**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council or Mesa County Board of County Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction/Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in four counterparts.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By: 
Nicholas C Jones, Buyer
City of Grand Junction

6-11-14
Date

ATTEST:

By: 
Title:

(MB Enterprises Professional Window Cleaning, Inc.)

By:  Marcus R. Berridge
Title: Secretary / Treasurer Date 6/11/14

ATTEST:

By:  Brendon L. BERRIDGE
Title: PRESIDENT



Purchasing Division

Invitation for Bid

IFB-3854-14-NJ

Window Cleaning Services

Responses Due:

May 27, 2014 prior to 3:00 PM MDT
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

Purchasing Representative:

Nicholas C Jones, Buyer
City of Grand Junction
Nickj@gjcity.org
(970)244-1533

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

Window Cleaning Services

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	References Form

1. Instructions to Bidders

- 1.1. Purpose:** The City of Grand Junction purchasing division is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to perform Window Cleaning Services for the City of Grand Junction and Mesa County, Colorado. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 1.2. Mandatory Site Visit/Briefing:** **Prospective bidders are required to attend a site visit/briefing on May 13, 2014 at 9:00 AM MDT.** Meeting location shall be at 333 West Avenue, Building B, Grand Junction, CO 81504. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Delivery of Bids:** Contractor shall submit a copy of their bid in a sealed envelope marked **Window Cleaning, IFB-3854-14-NJ, due date, and the bidders name** clearly indicated on the envelope. The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Offeror as such will be treated as confidential by the City of Grand Junction (City)/ Mesa County (County) to the extent allowable in the Open Records Act.
- 1.5. Printed Form for Price Bid:** All Price Bids must be made upon the Contractor's Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.6. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.7. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, http://www.gjcity.org/Purchasing_Information.aspx.
- 1.8. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.

- 1.9. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.10. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at http://www.gjcity.org/Purchasing_Information.aspx. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.11. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.12. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.13. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.14. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City/County employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City/County.

2. General Contract Conditions for Construction Projects

- 2.1. **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City/County, shall constitute a contract equally binding between the City/County and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. **The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (City/County) and Contractor.

City/County will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City/County are, and shall remain, City/County property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.10. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract

Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.11. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.12. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.13. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.14. Insurance Requirements:** The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

One Million Dollars (\$1,000,000) each accident,
One Million Dollars (\$1,000,000) disease - policy limit, and
One Million Dollars (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

One Million Dollars (\$1,000,000) each occurrence and
One Million Dollars (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

One Million Dollars (\$1,000,000) each occurrence and
One Million Dollars (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

2.15. Indemnification: The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.16. Miscellaneous Conditions: Material Availability: Contractors 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. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.17. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.18. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.19. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.20. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.
- 2.21. Protection of Persons & Property:** The Contractor 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 them from damage, injury or loss. Contractor 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 Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his 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.

- 2.22. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.23. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.24. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.25. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.26. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor

shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) 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.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

- 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.38. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.39. 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 at any time in accordance with its terms.
- 2.40. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.41. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.42. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.43. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.44. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting

agreement. All modifications to this request and any agreement must be made in writing by the Owner.

- 2.45. Patents/Copyrights:** The Contractor 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 Contractor 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 IFB.
- 2.46. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.47. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.48. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.49. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.50. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.51. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.52. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.52.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

3. Statement of Work

3.1. General: The Owner intends to establish a contract for window cleaning services at various locations.

3.2. Quantity/Frequency: The quantities and frequency of work stated in this solicitation are estimates only. The Owner does not guarantee any amount of work and may add or delete services at any time. The contractor shall provide services on an as-needed basis.

3.3. Scope of Work:

3.3.1. City of Grand Junction Locations: Contractor shall use industry acceptable cleaning methods. Contractor shall clean both the interior and exterior surfaces of all exterior windows.

3.3.2. Mesa County Locations: Contractor shall use industry acceptable cleaning methods. Contractor shall clean exterior surfaces only of all exterior windows.

3.3.3. Locations: The table below lists the current facilities to utilize the contractor's services. Locations may be added or deleted according to Owners direction.

3.3.4. City of Grand Junction Locations:

	Location	Frequency
1	Building A (City Shops) 333 West Avenue	2-3 / Year
2	Building B (Facilities) 333 West Avenue	2-3 / Year
3	Building C (Stores/Fleet Offices) 333 West Avenue	2-3 / Year
4	Building D (Transportation Engineering) 333 West Avenue	2-3 / Year
5	Building E (Field Engineering Office) 333 West Avenue	2-3 / Year
6	City Hall 250 North 5 th Street	2-3 / Year
7	Parks Operations Office 2529 High Country Court	2-3 / Year
8	Parks and Recreation Administration 1340 Gunnison Avenue	2-3 / Year
9	Senior Recreation Center 550 Ouray Avenue	2-3 / Year
10	Visitors and Convention Bureau 740 Horizon Drive	2-3 / Year
11	Police Department 555 Ute Avenue	2-3 / Year
12	Fire Station 1 620 Pitkin Avenue	2-3 / Year
13	Fire Administration 625 Ute Avenue	2-3 / Year

3.3.5. Mesa County Locations:

	Location	Frequency
14	Community Service Building 510 29 ½ Road	2-3 / Year
15	Justice Center 125 N. Spruce Street	2-3 / Year
16	Sheriff's Office (Front Only) 215 Rice Street	2-3 / Year
17	CJSD Powell (North side has High Voltage Lines), 650 South Avenue	2-3 / Year

18	CJSD Bridger 636 south Avenue	2-3 / Year
19	GVT/RTPO 525 South 6 th Street	2-3 / Year
20	Central Services 200 South Spruce street	2-3 / Year
21	Old Courthouse 544 Rood Avenue	2-3 / Year

3.4. Special Conditions & Provisions:

- 3.4.1. Contractor shall provide all equipment necessary to perform window cleaning services such as pails, sponges, brushes, squeegees, ladders/lifts, facility protection, tools, chemicals, etc.
- 3.4.2. Contractor shall not store equipment or tools at any Owner worksite.
- 3.4.3. Contractor shall be responsible for repair and cost of any and all damages resulting from its activities while working on-site, including damages caused by incorrect cleaning techniques.
- 3.4.4. Contractor shall be solely responsible for providing its employees with any and all necessary safety equipment while performing work.
- 3.4.5. All work shall be performed during normal business hours, Monday through Friday. Any work to be performed outside of these hours shall be approved and scheduled with the Owners Contract Administrator.
- 3.4.6. Contractor's personnel shall protect the building furnishings and finishes and prevent soiling and damage to other building surfaces. Surfaces adjacent to the surfaces cleaned by the Contractor shall be protected and wiped clean upon completion of work.
- 3.4.7. Personnel performing work at the Police Department location may be required to undergo background checks prior to performing work. Every member of the Contractor's staff will be required to sign in and turn over their driver's licenses in exchange for a visitor's badge that gives them permission to be beyond the secured doors. The contractor's staff will be escorted and watched by Police personnel as needed during the performance of this work on interior surfaces.

3.5. Mandatory Site Visit/Briefing: Prospective bidders are required to attend a site visit/briefing on May 13, 2014 at 9:00 AM MDT. Meeting location shall be at 333 West Avenue, Building B, Grand Junction, CO 81504. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.6. IFB Tentative Time Schedule:

Invitation for Bids available	April 29, 2014
Site Visit/Briefing	May 13, 2014
Inquiry deadline, no questions after this date	May 16, 2014
Submittal deadline for proposals prior to 3:00 PM MDT	May 27, 2014
Administrative Approval	May 27-June 4, 2014

3.7. Questions Regarding Scope of Services: All questions regarding this solicitation shall be submitted in writing to the contact below prior to the Inquiry Deadline stated in section 3.6.

Nicholas C Jones, Buyer
City of Grand Junction
Nickj@gjcity.org

3.8. Contract Period: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded Contractor and the Owner agree that this Invitation for Bids or subsequent contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the bid/contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

3.9. Award: It is the intent of the Owner to award to a single contractor. The Owner reserves the right to award by location in the best interest of the Owner.

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-3854-14-NJ "Window Cleaning Services"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

PRICE BID SCHEDULE: IFB-3854-14-NJ Window Cleaning Services

Company: _____

1) City of Grand Junction Locations:

	Location Address	Price Per Cleaning
1	Building A (City Shops) 333 West Avenue	\$
2	Building B (Facilities) 333 West Avenue	\$
3	Building C (Stores/Fleet Offices) 333 West Avenue	\$
4	Building D (Transportation Engineering) 333 West Avenue	\$
5	Building E (Field Engineering Office) 333 West Avenue	\$
6	City Hall 250 North 5 th Street	\$
7	Parks Operations Office 2529 High Country Court	\$
8	Parks and Recreation Administration 1340 Gunnison Avenue	\$
9	Senior Recreation Center 550 Ouray Avenue	\$
10	Visitors and Convention Bureau 740 Horizon Drive	\$
11	Police Department 555 Ute Avenue	\$
12	Fire Station 1 620 Pitkin Avenue	\$
13	Fire Administration 625 Ute Avenue	\$
Total:		\$

Total Per Cleaning Bid Price Written (City of Grand Junction):

2) Mesa County Locations:

	Location	Price Per Cleaning
14	Community Service Building 510 29 ½ Road	\$
15	Justice Center 125 N. Spruce Street	\$
16	Sheriff's Office (Front Only) 215 Rice Street	\$
17	CJSD Powell (North side has High Voltage Lines), 650 South Avenue	\$
18	CJSD Bridger 636 south Avenue	\$
19	GVT/RTPO 525 South 6 th Street	\$
20	Central Services 200 South Spruce street	\$
21	Old Courthouse 544 Rood Avenue	\$
Total:		\$

Total Per Cleaning Bid Price Written (Mesa County):

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

Company: _____

**Authorized
Signature:** _____

Title: _____

Project: IFB-3854-14-NJ Window Cleaning Services

Company: _____

References: Please provide three references that your company has serviced for at least one year:

1. Company/Firm: _____

Contact Name: _____

Phone: _____

2. Company/Firm: _____

Contact Name: _____

Phone: _____

3. Company/Firm: _____

Contact Name: _____

Phone: _____

Cleaning Methods: Please provide a brief description of your window cleaning methods. Please differentiate between interior and exterior methods:

Interior:

Exterior:

4. Contractor's Bid Form

Bid Date: May 27, 2014

Project: IFB-3854-14-NJ "Window Cleaning Services"

Bidding Company: MB Enterprises Professional Window Cleaning, Inc.

Name of Authorized Agent: Marcus Berridge

Email mbenterprisesgj@sbcglobal.net

Telephone 970-250-7637 **Address** P.O. Box 4888

City Grand Junction **State** CO **Zip** 81502-4888

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

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

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

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

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

PRICE BID SCHEDULE: IFB-3854-14-NJ Window Cleaning Services

Company: MB Enterprises Professional Window Cleaning, Inc.

1) City of Grand Junction Locations:

	Location Address	Price Per Cleaning
1	Building A (City Shops) 333 West Avenue	\$ 62.00
2	Building B (Facilities) 333 West Avenue	\$ 102.00
3	Building C (Stores/Fleet Offices) 333 West Avenue	\$ 295.00
4	Building D (Transportation Engineering) 333 West Avenue	\$ 82.00
5	Building E (Field Engineering Office) 333 West Avenue	\$ 48.00
6	City Hall 250 North 5 th Street	\$ 930.00
7	Parks Operations Office 2529 High Country Court	\$ 84.00
8	Parks and Recreation Administration 1340 Gunnison Avenue	\$ 156.00
9	Senior Recreation Center 550 Ouray Avenue	\$ 39.00
10	Visitors and Convention Bureau 740 Horizon Drive	\$ 251.00
11	Police Department 555 Ute Avenue	\$ 3068.00
12	Fire Station 1 620 Pitkin Avenue	\$ 402.00
13	Fire Administration 625 Ute Avenue	\$ 397.00
Total:		\$ 5916.00

Total Per Cleaning Bid Price Written (City of Grand Junction):
Five-thousand-nine-hundred-sixteen dollars

2) Mesa County Locations:

	Location	Price Per Cleaning
14	Community Service Building 510 29 ½ Road	\$ 1298.00
15	Justice Center 125 N. Spruce Street	\$ 4841.00
16	Sheriff's Office (Front Only) 215 Rice Street	\$ 407.00
17	CJSD Powell (North side has High Voltage Lines), 650 South Avenue	\$ 248.00
18	CJSD Bridger 636 south Avenue	\$ 57.00
19	GVT/RTPO 525 South 6 th Street	\$ 243.00
20	Central Services 200 South Spruce street	\$ 459.00
21	Old Courthouse 544 Rood Avenue	\$ 4017.00
Total:		\$ 11,570.00

Total Per Cleaning Bid Price Written (Mesa County):

Eleven-thousand-five-hundred-seventy dollars

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

Company: MB Enterprises Professional Window Cleaning, Inc. _____

Authorized Signature:  _____

Title: Secretary / Treasurer _____

Project: IFB-3854-14-NJ Window Cleaning Services
Company: MB Enterprises Professional Window Cleaning, Inc.

References: Please provide three references that your company has serviced for at least one year:

1. **Company/Firm:** Bray & Company Property Management
Contact Name: Cindy Hoppe
Phone: 970-242-8450
2. **Company/Firm:** Hilltop Community Resources
Contact Name: Bruce Schwenke
Phone: 970-263-2136
3. **Company/Firm:** Rocky Mountain Health Plans
Contact Name: Gary LaBounty
Phone: 970-244-7954

Cleaning Methods: Please provide a brief description of your window cleaning methods. Please differentiate between interior and exterior methods:

Interior:
When indoors, we scrub, squeegee, then wipe edges. We are careful not to leave wet spots on tile or other surfaces that create potential hazards.

Exterior:
When outdoors, we still scrub, squeegee, then wipe edges. We use ladders, poles, and roof rollers. Our methods and equipment comply with OSHA and ANZI standards.