



**Purchase Order  
No. 2017-00000001**

**DATE 12/13/2016**

**Ph. (970) 244-1513**

**Fax (970) 256-4022**

**Ship To** City of Grand Junction  
333 West Ave.  
Building D  
GRAND JUNCTION, CO 81501

**Bill To** City of Grand Junction  
333 West Ave.  
Building D  
GRAND JUNCTION, CO 81501

**Vendor** **VENDOR NO. 6816**  
MDSolutions, Inc.  
8225 Estates Parkway  
Plain City, OH 43064  
Phone: (614) 873-2222

**PAGE 1 of 1**  
**SHIP VIA** Truck  
**DELIVER BY** 01/27/2017  
**FREIGHT TERMS** FOB Destination  
**Buyer Name:** Susan Jill Hyatt  
**Buyer Email:** susanh@gjcity.org

EXT-431617-SH, 2nd Extension of IFB-3865-14-SH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
100.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - POSTS:DLP06GR: 6' U Channel Delineator Post Green 1.12# 100-360-610-480.6210 - Repairs/Maint 676.00	6.7600	\$676.00
50.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - Posts-Special: 9' 3LB U Channel Post - Green 100-360-610-480.6210 - Repairs/Maint 1,000.00	20.0000	\$1,000.00
100.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - Posts-Special: 12' 3LB U Channel Post - Green 100-360-610-480.6210 - Repairs/Maint 2,667.00	26.6700	\$2,667.00
<b>PURCHASE ORDER TOTAL</b>				<b>\$4,343.00</b>

**Special Instructions:** PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE  
**Tax Exempt No. 98-03544**

By: Susan J. Hyatt



**Purchase Order  
No. 2016-00000057**

**DATE 01/13/2016**

**Ph. (970) 244-1513**

**Fax (970) 256-4022**

**Ship To** City of Grand Junction  
333 West Ave.  
Building D  
GRAND JUNCTION, CO 81501

**Bill To** City of Grand Junction  
333 West Ave.  
Building D  
GRAND JUNCTION, CO 81501

**Vendor** **VENDOR NO. 6816**  
MDSolutions, Inc.  
8225 Estates Parkway  
Plain City, OH 43064  
Phone: (614) 873-2222

**PAGE 1 of 1**  
**SHIP VIA Best Way**  
**DELIVER BY 02/05/2016**  
**FREIGHT TERMS FOB Destination**  
**Buyer Name: Susan Jill Hyatt**  
**Buyer Email: susanh@gjcity.org**

Ref: Quote 0024767 dated Jan 4 2016. IFB-3865-14-SH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
49.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - 49 11' 3LB U Channel Post - Green - Tapered 100-360-610-480.6210 - Repairs/Maint 1,112.30	22.7000	\$1,112.30
51.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - 51 11' 3lb U Channel Post - Green - Tapered 100-710-385-380.6105 - Operating Supply 1,157.70	22.7000	\$1,157.70
250.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - 250 12' 3lb U Channel Post - Green - Tapered 100-360-610-480.6210 - Repairs/Maint 6,350.00	25.4000	\$6,350.00
100.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - 100 14' 3lb U Channel Post - Green - Tapered 100-360-610-480.6210 - Repairs/Maint 2,780.00	27.8000	\$2,780.00
<b>PURCHASE ORDER TOTAL</b>				<b>\$11,400.00</b>

**Special Instructions:** PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE  
**Tax Exempt No. 98-03544**  
This is the second of four annual extensions for IFB-3865-14-SH

By: Susan J. Hyatt



**Purchase Order  
No. 2014-00020334**

**DATE 05/23/2014**

**Ph. (970) 244-1513**

**Fax (970) 256-4022**

**Ship To** City of Grand Junction  
333 West Ave.  
Building D  
GRAND JUNCTION, CO 81501

**Bill To** City of Grand Junction  
333 West Ave.  
Building D  
GRAND JUNCTION, CO 81501

**Vendor** **VENDOR NO. 6816**  
MDSolutions, Inc.  
8225 Estates Parkway  
Plain City, OH 43064  
Phone: (614) 873-2222

**PAGE 1 of 1**  
**SHIP VIA Best Way**  
**DELIVER BY 07/07/2014**  
**FREIGHT TERMS FOB Destination**  
**Buyer Name: Susan Jill Hyatt**  
**Buyer Email: susanh@gjcity.org**

Award IFB-3865-14-SH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
100.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - Channel posts, 3# 11 ft. long 100-360-610-480.6210 - Repairs/Maint 2,270.00	22.7000	\$2,270.00
150.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - Channel posts, 3# 12 ft long 100-360-610-480.6210 - Repairs/Maint 3,810.00	25.4000	\$3,810.00
50.0000	Each	TRAFFIC EQUIPMENT AND SUPPLIES INCLUDING SIGNS - Channel posts, 3# 14 ft long 100-360-610-480.6210 - Repairs/Maint 1,390.00	27.8000	\$1,390.00
<b>PURCHASE ORDER TOTAL</b>				<b>\$7,470.00</b>

**Special Instructions:** PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE  
**Tax Exempt No. 98-03544**  
This Purchase Order along with all other solicitation documents comprise the entire contract.

By: Susan J. Hyatt



## **Invitation for Bid**

**IFB-3865-14-SH  
SIGN POSTS 3# U-CHANNEL**

### **Responses Due:**

May 20, 2014 prior to 2:30 P.M.  
250 N. 5<sup>th</sup> Street  
City Clerk's Office, Room #111  
Grand Junction, CO 81501

### **Purchasing Representative:**

Susan Hyatt, Senior Buyer  
[susanh@gjcity.org](mailto:susanh@gjcity.org)  
Phone (970) 244-1513

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**

## **SIGN POSTS 3# U-CHANNEL**

### **Table of Contents**

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Bid Form

## **1. Instructions to Bidders**

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for Sign Posts 3# U-Channel. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. 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.
- 1.3. Delivery of Bids:** Bidder shall submit a copy of their bid in a sealed envelope marked **IFB-3865-14-SH, May 20, 2014, 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 Bidder 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.
- 1.4. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.5. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.6. 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](http://www.gjcity.org/Purchasing%20Information.aspx).
- 1.7. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.8. 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.

- 1.9. Addenda & Interpretations:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. 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](http://www.gjcity.org/Purchasing_Information.aspx) and/or BidNet at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided in written addendum form from the City Purchasing Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.
- 1.10. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.11. 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.
- 1.12. 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.
- 1.13. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a Owner 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 Owner.

## **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 Owner, shall constitute a contract equally binding between the Owner and Bidder. 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. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract, the Bidder represents that he/she has 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 Owner are, and shall remain, Owner 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.
- 2.3. 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 Bidder shall provide facilities for such access. The Owner will 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. 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.
- 2.4. 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/or 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.



**2.5. 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.

**2.6. 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

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

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

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), (c), and (d) 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.

**2.7. 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.

**2.8. 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.

- 2.9 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
- 2.13. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.
- 2.14. 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.
- 2.15. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.15.1.** 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.
- 2.15.2.** 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.
- 2.15.3.** 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.

- 2.16. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.17. 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.
- 2.18. 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. 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.
- 2.22. 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.
- 2.23. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.24. 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.
- 2.25. 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.
- 2.26. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.27. 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.
- 2.28. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.29. 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.
- 2.30. 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.
- 2.31. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities 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 Owner. 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 Owner accepts no liability for payment of orders placed by other participating

jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

- 2.32. 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).

"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. Specifications:** All sign posts shall meet the following specifications. City of Grand Junction and Mesa County have combined quantities to obtain optimal pricing. Each entity (City and County) will place their own purchase order. Quantities are estimated annual volumes. **All prices shall include freight, FOB Grand Junction, CO.** State delivery on Bid Form and provide warranty information.

**3.1.1. Quantity breakdown as follows:**

	<u>City</u>	<u>County</u>
11' posts	50	
12' posts	200	350
14' posts	50	100

**3.1.2** The steel shall conform to the mechanical requirements of ASTM A-499.

**3.1.3** The U-Channel posts shall have one tapered end.

**3.1.4** Mounting holes shall be 3/8" diameter on 1" centers beginning from top of post to bottom.

**3.1.5** The finish shall be green gloss enamel, baked or powder coated and rust free.

**3.1.6** All posts are 3# U-Channel, with a weight of 3 pounds per foot.

**3.1.7** Posts shall be securely banded in 50 piece bundles. Bundles shall contain the same length pieces, same size U-Channel and gauge material.

**3.2. Owner's Project Manager:** The Project Manager/Technical Specialist, on behalf of the Owner, shall render decisions in a timely manner pertaining to the quantity and delivery of product. The Project Manager/Technical Specialist shall be responsible for approval and/or acceptance of product specifications.

City of Grand Junction Project Manager: Tom Lanam, 970-244-1573, [toml@gjcity.org](mailto:toml@gjcity.org)  
Mesa County Project Manager: Carl White, 970-244-1817, [carl.white@mesacounty.us](mailto:carl.white@mesacounty.us)

**3.3. IFB Tentative Time Schedule:**

- Invitation for Bids available May 7, 2014
- Inquiry deadline, no questions after this date May 16, 2014
- Submittal deadline for proposals May 20, 2014
- City Council or Board of Commissioners Approval Week of June 2, 2014

**3.4. Questions:** All questions shall be submitted in writing to:  
Susan Hyatt – Senior Buyer  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

**3.5. Term of Contract:** The term of this contract shall be for one (1) year beginning on or about June 15, 2014. The Owner reserves the right to automatically renew this

contract for up to four (4) additional one-year renewal options under the same terms and conditions.

- 3.6. Prices:** Prices quoted shall remain firm against any increase for one (1) year from the effective date of this agreement. After this date, it shall be the vendor's responsibility to notify the buyer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the change. Increase shall be limited to the actual cost increase to the vendor. **Prices quoted shall include all delivery costs and charges.**

The Owner reserves the right to accept or reject within 30 days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price shall remain firm for one (1) year from the date of the increase.

- 3.7 Method of Award:** Award will be made on a total lump sum basis. Past performance of bidders in furnishing goods and services will be considered in determining the award.



## **4. Contractor's Bid Form**

**Bid Date:** \_\_\_\_\_

**Project:** IFB-3865-14-SH "Sign Posts"

**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 Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

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

**PRICE BID SCHEDULE: IFB-3865-14-SH Sign Posts**

**Company:** \_\_\_\_\_

Item No.	Description	Qty	Unit	Unit Price	Extended Price	Delivery
1	11 ' green U-Channel 3#	50	ea	\$	\$	
2	12' green U-Channel 3#	550	ea	\$	\$	
3	14' green U-Channel 3#	150	ea	\$	\$	
	<b>TOTAL BID</b>				\$	

**Total Bid Price Written:** \_\_\_\_\_

**Warranty (state warranty and provide manufacturer's statement):** \_\_\_\_\_

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

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

#### 4. Contractor's Bid Form

Bid Date: 5-20-14

Project: IFB-3865-14-SH "Sign Posts"

Bidding Company: MDSolutions

Name of Authorized Agent: Neil Lowy

Email: Neil@md-sigs.com

Telephone: 614-873-2222 Address: B225 E States Pkwy

City: Plain City State: OH Zip: 43064

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 Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 0

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

**PRICE BID SCHEDULE: IFB-3865-14-SH Sign Posts**

Company: MDSolutions


Item No.	Description	Qty	Unit	Unit Price	Extended Price	Delivery
1	11' green U-Channel 3#	50	ea	\$ 22.70	\$ 1,135. <sup>00</sup>	4-6 weeks
2	12' green U-Channel 3#	550	ea	\$ 25.40	\$ 13,970. <sup>00</sup>	"
3	14' green U-Channel 3#	150	ea	\$ 27.80	\$ 4,170. <sup>00</sup>	"
TOTAL BID					\$ 19,275. <sup>00</sup>	

Total Bid Price Written: Nineteen Thousand Two Seventy Five <sup>00</sup>/<sub>100</sub>

Warranty (state warranty and provide manufacturer's statement): Standard - Free of defects

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

Company: MDSolutions

Authorized Signature: 

Title: Sales