



Invitation for Bids

IFB 1920-19-JD

Mesa County Detention Facility Door Replacement

Bid Due Date

November 26, 2019 prior to 2:00 PM MT

Electronic Responses Only

Submitted through the Rocky Mountain E-Purchasing System (RMEPS)

<http://www.bidnetdirect.com/colorado>

Owner's Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor must contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.

Owner's Representative

Jean Davis

jean.davis@mesacounty.us

970-244-3237

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous Mesa County solicitations. All Bidders are urged to thoroughly review this solicitation prior to responding. Submittal by fax, email, or hard copy is not acceptable for this solicitation.

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Door Replacement****TABLE OF CONTENTS**Section

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SECTION 1: INSTRUCTIONS TO BIDDERS

- 1.1. Purpose.** Mesa County, Grand Junction, Colorado is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to replace forty-four (44) doors located within the Aspen Pod of the Mesa County Detention Facility, Grand Junction, Colorado..
- 1.2. The Owner.** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his or her authorized representative.
- 1.3. Site Visit/Briefing.** Prospective Bidders may attend a pre-bid site visit/briefing. The purpose of this visit/briefing will be to inspect and to clarify the contents of this Invitation for Bid (IFB).

Date: November 15, 2019
Time: 11:00 A.M. (MT)
Meeting location: Mesa County Sheriff's Office
Address: 215 Rice Street, Grand Junction

1.4. IFB Tentative Schedule

Bid Packages Available	November 12, 2019
Pre-Bid Meeting	November 15, 2019, 11:00 A.M. (MT)
Questions Due	November 19, 2:00 P.M. (MT)
Answers provided	November 21, 2019
Bids Due	November 26, 2019, 2:00 P.M. (MT)

- 1.5. Electronic Signatures.** Electronic signatures and copies of signatures shall be legally binding with the same force and effect as manually executed signatures.
- 1.6. Submission.** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).
 1. This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of bids. (Note: "free" registration may take up to 24 hours to process. Please plan accordingly.)
 2. Owner's Representative does not have access or control of the vendor side of RMEPS.
 3. Ensure the bid is submitted in BidNet by obtaining a confirmation number from BidNet.

4. If website or other problems arise during response submission, contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.
- 1.7. **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.
- 1.8. **Bid Alterations.** Any alterations made prior to opening date and time must be initialed by the signer of the bid, guaranteeing authenticity. Bids cannot be altered or amended after submission deadline.
- 1.9. **Late Bids.** Bids received after the Bid closing date and time will be considered non-responsive and not accepted. The responsibility for a timely submission rests with the Offeror. Mesa County is not responsible for lost or misdirected response submissions or for any technical issue with BidNet.
- 1.10. **Discovery of Errors after Bid Opening.** Matters of form rather than substance that are evident from the face of the Bid, such as minor errors and irregularities by Contractors, are waivable or correctable at the Owner's discretion, as long as:
 1. There is no material variation from the original requirements definition, specifications, scope of work, or deliverable; and
 2. The error or irregularity has not impact of quality, delivery, quantity, performance, price, of the Contractor's ability to comply with the fulfilment conditions; and
 3. The error or irregularity would not restrict or impact the open, fair, and competitive nature of the acquisition; and
 4. The waiver or correction is in the best interests of the Owner.
- 1.11. **Mathematical Errors.** In the event of a discrepancy between unit price and the mathematical products of the unit price and the estimated quantities in the schedule, the unit price shall govern. In the event the mathematical products of the unit price and the estimated quantities in the schedule is not shown, the unit price and quantity will be used. The Owner may require the Contractor to give the Owner written verification of the matter and make the appropriate adjustments.
- 1.12. **Withdrawal of Bid.** A bid must be firm and valid for award and shall not be withdrawn or canceled by the Contractor for sixty (60) days following the submittal deadline date, and only prior to award. The Contractor so agrees upon submittal of their bid. After award this statement is not applicable. Submission of clarifications and revised offers automatically establish a new thirty calendar day (30) period.
- 1.13. **Award.** 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 for any reason.

- 1.14. Cancellation of Solicitation.** Any solicitation may be canceled by the Owner. Any solicitation response by a Bidder may be rejected in whole or in part when it is in the best interest of the Owner.
- 1.15. Contract Documents.** The complete IFB and Bidder's response compose the Contract Documents. The contents of the bid of the successful Bidder shall become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a contract shall result in cancellation of the award and such Bidder may be removed from future solicitations.
- 1.16. Examination of Specifications.** Bidders shall thoroughly examine and be familiar with the project Scope 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 or her bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.17. Questions Regarding Scope of Work.** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, by the Questions Deadline noted in the IFB Tentative Schedule.
- 1.18. Addenda & Interpretations.** All questions shall be submitted in writing to the Purchasing Representative by the due date noted in this IFB. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made by a written Addendum to the solicitation by the Owner. Sole authority to authorize addenda shall be vested in the Mesa County Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing System (RMEPS) website at www.bidnetdirect.com/colorado. Bidders shall acknowledge receipt of all addenda in their bid.
- 1.19. Confidentiality.** Materials submitted in response to this solicitation shall generally ultimately become public record and shall be subject to inspection after contract award.
1. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and uploaded as a separate document shall establish a confidential, proprietary relationship.
 2. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire bid, or to remove the confidential or proprietary restrictions.
 3. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

- 1.20. Open Records.** Bids shall be received and publicly acknowledged at the location, date, and time stated herein. 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 non-confidential 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 shall be treated as confidential by the Owner to the extent allowable in the Colorado Open Records Act.
- 1.21. Response Material Ownership.** All bids become the property of the Owner upon receipt. Selection or rejection of the bid shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this IFB, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a bid does not eliminate this right.
- 1.22. Protests.** Protests may only be filed by an actual or prospective Bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The protest shall be submitted in writing to the Chief Financial Officer within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto, which is generally when a Notice of Intent to Award decision letter is received by Bidders, provided that the protest is received by the County's Chief Financial Officer prior to the County finalizing a contract with the selected Bidder.
- 1.23. Taxes.** The Owner is a political subdivision of the State of Colorado and thus exempt from sales and use taxes and federal excise tax. Therefore all fees shall not include taxes. Colorado Tax exempt No. 98-04241.
- 1.24. Offers Binding 60 Days.** Unless otherwise specified, all formal bids 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.
- 1.25. 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 from participants in such collusion.
- 1.26. Public Disclosure Record.** If the Bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an 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.
- 1.27. Public Opening.** Bids shall be opened immediately following the solicitation deadline at 544 Rood Avenue, Grand Junction, Colorado, at 2:00 P.M. Bidders, their representatives and interested persons may be present.

1.28. Procurement Policy. This IFB is subject to the Mesa County Procurement Policy as of the date of IFB availability. A copy of the policy is available on the Mesa County website, located at <http://www.mesacounty.us/purchasing/>.

SECTION 2: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. The Contract.** This Invitation for Bids (IFB), 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. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. Execution, Correlation, Intent, and Interpretations.** The Contract Documents and/or Purchase Order shall be signed by the Owner and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed, and correlated his or her 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 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 Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his or her authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation or progress. The Contractor 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 or her 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 County 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 curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.

- 2.6. 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, the Contractor 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, the Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.7. Responsibility for Those Performing the Work.** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.8. 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 bid award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.9. 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.
- 2.10. 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), as amended. 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.

- 2.11. 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 the Contract Documents.
- 2.12. 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.
- 2.13. 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 the product or 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.
- 2.14. Inspection.** The Owner reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the Owner is for protection of Owner in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
- 2.15. Professionalism.** The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
- 2.16. 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 services, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their 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.
- 2.17. Change Order/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 Change Orders/Amendments to the contract shall be made in writing by the Owner.

- 2.18. Changes in the Work.** The Owner, without invalidating the contract, may order changes to the contract such as changes in the work within the general scope of the contract consisting of additions, deletions and/or other revisions, the contract sum and the contract time being adjusted accordingly if necessary. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment 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/Amendment. Refer to the current Mesa County Procurement Policy for change order amount thresholds that require approval by the Board of County Commissioners.
- 2.19. 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, the Contractor 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/Amendment.
- 2.20. 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. This may be accomplished through a Field Order.
- 2.21. 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 completed. 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 curing all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment 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.

- 2.22. Conflict of Interest.** No Mesa County public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- 2.23. Assignment.** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner. Any attempt to assign this Contract without the prior express written consent of the Owner shall render the Contract null and void with respect to the attempted assignee.
- 2.24. Conformance with Law:** The Contractor shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. The Contractor must comply with all ADA (Americans with Disabilities Act) requirements.
- 2.25. Contract Termination.** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.26. Employment Discrimination.** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
- 2.26.1.** 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.
- 2.26.2.** 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.
- 2.26.3.** 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.
- 2.27. Illegal Aliens.** The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract

with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the Owner may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the Owner.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

- 2.28. Ethics.** The Contractor shall not accept or offer gifts or anything of substantial value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.29. Failure to Deliver.** In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the work 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.
- 2.30. 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.
- 2.31. 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.
- 2.32. 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. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required. 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.

- 2.33. Nonconforming Terms and Conditions.** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.34. Ownership.** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. 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 RFP. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the Owner has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the Owner reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
- 2.36. Remedies.** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue.** This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.
- 2.38. Expenses.** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.39. 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.

- 2.40. Public Funds/Non-Appropriation of Funds.** Funds for payment have been provided through the Owner's budget approved by the Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.41. 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 shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/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 shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act.** For Public Works Projects, 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).

2.42.1. "Public Works 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.

2.43. Definitions:

2.43.1. “Work” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.43.2. “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 or her 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.

2.43.3. “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 or her authorized representative.

SECTION 3: INSURANCE REQUIREMENTS

3.1 Insurance Requirements. The selected Contractor 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 Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor 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. Contractor shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Contractor 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 Contractor 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:

1. Workers Compensation. Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage:
2. 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, products and completed 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 (XCU) hazards. The policy shall contain a severability of interests provision.

This policy shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds.

3. 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

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

4. Payment and/or Performance Bonds: Payment and Performance Bond, at 100% of the project's contract amount, will be required if the contract is \$100,000.00 or more.

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.

- 3.2 Additional Insured Endorsement.** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner'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 Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4: Scope of Work**4.1 Scope of Work / Special Conditions**

Mesa County is seeking bids to complete door replacement of forty-four (44) doors located within the Mesa County Detention Facility, Aspen Pod. Currently these doors are wood and will be replaced with detention grade metal doors as shown on the attached drawings. Mesa County Facilities worked with Blythe Design Group to produce the attached drawings.

Mesa County has scheduled a Pre-Bid meeting / walk-through of the project for November 15, 2019, 11:00 A.M. where questions will be answered. Contractors are not allowed to call the Facilities Department with any questions after the site tour.

General contractors are to submit a list of all sub-contractors for the project as well as a minimum of three (3) references for like construction. General Contractors are also requested to submit a construction schedule/timeline. Since the project is located within the City limits of Grand Junction, General Contractors and Sub-Contractors are required to be licensed and must submit proof of licensing with their proposal. Mesa County will review bids received and choose the contracting firm that we believe will provide us the best value for the project. Below is a list of additional information for the project:

- All personnel, contractors and sub-contractors will be required to pass a background check performed by the Mesa County Sheriff's Office.
- All contractors will be required to wear an ID Lanyard while working in the Detention facility.
- Working hours will be discussed during the Pre-Bid Tour.
- Contractors will be required to create a tool check in and out list that will be completed daily assuring the detention facility that no tools were left behind.
- Contractors are approved to leave tool lock boxes in the back maintenance area during the project.
- Contractors will be approved to work from the back maintenance doc of the facility.

4.2 Owner's Project Manager

The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Contractor. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

4.3 Special Conditions & Provisions

All contractors must pass a security background check prior to being allowed to work in the facility. All approved contractors will be given lanyards to wear in the facility at all times while work is being performed.

4.4 Questions Regarding Scope of Services:

Jean Davis

jean.davis@mesacounty.us

970-244-3237

SECTION 5: Bid Form

Bid Date: _____**Project:** IFB 1920-19 JD**Bidding Company:** _____**Name and Title of Authorized Agent:** _____**Contact Email** _____**Phone** _____ **Address** _____**City** _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Solicitation Documents 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) business 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 calendar 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.

TOTAL BID PRICE (USD):	
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Total Bid Price Written (USD): _____

- Price is in United States Dollars (USD).
- Price is FOB Destination, unless otherwise specified.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

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

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____