



INVITATION FOR BID

IFB-2589-08-DH

Skid Steer Loaders Rental for Spring Cleanup

RESPONSES DUE:

April 1, 2008 TIME: 2:00pm M.S.T.

2549 River Road

Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Duane Hoff Jr.

Buyer

duaneh@gjcity.org

Phone: (970) 244-1545

Fax: (970) 244-1427

PROJECT MANAGER/TECHNICAL QUESTIONS:

Dave Van Wagoner

Streets Division

davev@gjcity.org

Phone: (970) 256-4111

March 7, 2008

This solicitation has been developed specifically for soliciting bids for **Skid Steer Loaders for City Spring Cleanup Program** and may not be the same as previous City of Grand Junction solicitations. All bidders are urged to thoroughly review this IFB prior to submitting. **Submittal by FAX is not acceptable.**

TABLE OF CONTENTS

		<u>Page Number</u>
Section 1	INSTRUCTION TO BIDDERS	3
Section 2	GENERAL CONDITIONS	5
Section 3	BID SPECIFICATIONS	7
Section 4	VENDOR'S BID FORM	9
Section 5	SIGNATURE PAGE	10

1 INSTRUCTION TO BIDDERS

The City of Grand Junction is requesting competitive pricing for Skid Steer Loaders Rental for the City's annual Spring Cleanup Program.

- 1.1 CONTRACT DOCUMENTS:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained online electronically on Bidnet at www.rockymountainbidsystem.com or from the Purchasing Division, **2549 River Road, Grand Junction, CO 81501, 970-244-1533.**
- 1.2 SUBMISSION OF BIDS:** All bids must be made on the Bid Form attached and must be signed and acknowledged by the vendor. In order to insure consideration the bid shall be enclosed in a sealed envelope marked with the solicitation number **IFB-2589-08-DH, and delivered before April 1, 2008 at 2:00PM. A HARD COPY OF YOUR BID, INCLUDING THE SIGNATURE PAGE AND BID SHEET SECTION SHALL BE SUBMITTED PRIOR TO THE OPENING DATE AND TIME. Submittal by FAX is not acceptable.**
- 1.3 PROJECT MANGER:** The Project Manager for the annual City Spring Clean Up Program, also known as "Fresh as a Daisy", is Dave Van Wagoner (970) 256-4111.
- 1.4 DELIVERY OF BIDS:** It is the bidder's responsibility to deliver his/her bid offer at the proper time to the proper place. The mere fact that a bid was dispatched will not be considered. The bidder must have the bid form actually delivered. Any bids received after the scheduled closing time will be returned unopened to the bidder. Mail or hand deliver to Purchasing Division offices located at 2549 River Road, Grand Junction, CO. 81501-7209.
- 1.5 EVALUATION:** The evaluation of this bid will be based on, but not limited to, the following: Compliance with specifications, proven performance, and ease of operation, life-cycle cost, net cost, vendor performance history, delivery time, and price.
- 1.6 ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in bidding prices or in preparation of bid otherwise, will not relieve the bidder from providing the services and/or commodities described herein. **Please note, erasures or changes in bids must be initialed.**
- 1.7 WITHDRAWAL OF BIDS:** At any time prior to the scheduled closing time for receipt of bids, any bidder may withdraw his/her bid, either personally or by written request, not Facsimiles (FAX). If bid withdrawal is made personally, proper receipt shall be given.
 - 1.7.1** After the scheduled closing time for the receipt of bids and before award of contract, no bidder will be permitted to withdraw his/her bid unless said award is delayed for a period exceeding sixty (60) days. Negligence on the part of the bidder in preparing this bid confers no rights for the withdrawal of the bid after it has been opened.

- 1.8 DETERMINATION OF LOW BID:** In making award of contract, the City of Grand Junction (City) reserves the right to take into consideration factors that in its opinion would affect the final total cost. Low bid is defined as the lowest net price and/or cost to the City provided the bid is both responsive and responsible.
- 1.9 REJECTION OF BIDS:** The City of Grand Junction, and its officers, reserves the right to reject any or all bids, and waive any minor informality or irregularity in the best interest of the City.
- 1.10 ACCEPTANCE OF BIDS:** Within Sixty (60) days after receipt of the bids the City will act upon them. The vendor's signature on the attached Bid Form shall be deemed the same as his signature on a **legal agreement** and when accepted by the City Manager or City Purchasing Representative it shall become a binding agreement between both parties to comply with the terms and conditions of the *Contract Documents*.
- 1.11 TAXES:** The City is exempt from State retail tax and Federal excise tax. The bid price must be net, exclusive of taxes.
- 1.12 EXAMINATION OF SPECIFICATIONS:** Bidders shall thoroughly examine and be familiar with the specifications contained herein. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve any bidder from any obligation with respect to his submitted bid. The submission of a bid shall be taken as evidence of compliance with this Section.
- 1.13 QUESTIONS REGARDING SPECIFICATIONS:** Any information relative to interpretation of specifications shall be requested of the Purchasing Representative, in writing, in ample time before the opening of bids.
- 1.14 ADDENDA AND INTERPRETATIONS:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all potential bidders and/or those bidders that received the original bid invitation. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Representative.
- 1.15 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:** All bids will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder will be made by the City Purchasing Representative in his/her sole judgment and may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the service(s) and/or provide the commodity(s), previous performance and reputation, location of required and necessary facilities and/or equipment, availability and proximity of repair parts and/or warranty work, similar experience, delivery promise, terms of payments, compatibility as required in the bid documents, other associated and necessary costs, and other objective and accountable factors.

1.16 DISQUALIFICATION OF BIDDERS: Bidders may be disqualified and rejection of bids may be recommended by the City Purchasing Representative for any of, but not limited to, the following causes:

- A. Failure to use the bid form furnished herein
- B. Lack of signature by an authorized representative on the bid form
- C. Failure to properly complete the bid form and provide any and all required information
- D. Evidence of collusion among bidders
- E. Omission of bid guarantee (if required)

2 GENERAL CONDITIONS

2.1 ASSIGNMENT: The bidder shall not sell, assign, transfer or convey any agreement resulting from this bid, in whole or in part, without prior written approval from the City of Grand Junction Purchasing Representative.

2.2 TERMINATION OF CONTRACT WITHOUT CAUSE: This Contract may be terminated by the City without cause upon seven (7) days written notice to Supplier. In the event of such a termination without cause, Supplier shall be compensated for all services performed prior to termination.

2.3 FORCE MAJEURE: Neither party shall be liable for failure to perform under this contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. The provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

2.4 AVAILABILITY OF FUNDS: Any City Contract resulting from a submission of a bid shall be deemed executory only to the extent of appropriations available to each City agency for purchases of such articles and/or services. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

2.5 FEDERAL, STATE, LOCAL LAWS: All bidders must comply with all Federal, State and Local laws relative to conducting business in the City of Grand Junction including, but not limited to: licensing, labor and health laws, including The Americans with Disabilities Act (ADA). The laws of the State of Colorado will govern as to the interpretation, validity, and effect of this bid, its award, and any agreement entered into. Venue for any lawsuit will be in Mesa County, Colorado.

2.6 SAFETY WARRANTY: All bidders agree and warrant that services performed in response to this bid invitation shall conform to the standards declared by the U.S. 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 City may require the services to be redone at no additional expense to the City. In the event the vendor fails to make the appropriate correction within a reasonable time, correction(s) made by the City, or its agent, will be at the vendor's expense.

2.7 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 the bidders. The City may or may not, at the discretion of the City Purchasing Representative, accept future bids for the same services or commodities from participants in such collusion.

2.8 MINORITY BUSINESS CLAUSE: Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, physical disability or national origin in consideration for an award.

2.9 AFFIRMATIVE ACTION PROGRAM: Pursuant to Executive Order 11246, as amended, the City has an Affirmative Action Program in connection with Equal Employment Opportunities. It is recommended that those bidders who have not initiated an Affirmative Action Program give consideration toward pursuing such a Program.

2.10 PUBLIC DISCLOSURE RECORD: If the Bidder or Vendor has knowledge of their employee(s) or sub-vendor having an immediate family relationship with a City employee or elected official, the Vendor must provide the City 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.

2.11 INSURANCE REQUIREMENTS: The successful vendor will be required to provide, at their own expense, without cost to the City the following minimum insurance:

2.11.1 Commercial General Liability Insurance policy with minimum combined single limits of (\$1,000,000 per occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

2.11.2 Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of \$1,000,000 combined single limit for each occurrence.

2.11.3 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Consultant may maintain reasonable and customary deductibles, subject to approval by Dave Roper, Risk Manager, City of Grand Junction, 250 N. 5th St., Grand Junction, CO 81501, (970) 244-1592.

3 BID SPECIFICATIONS

3.1 PURPOSE:

The purpose of this bid is to receive quotes from qualified vendors to provide the following and other related equipment to the City's Street Maintenance crews for an annual city wide "Spring Cleanup" Program. While the program begins May 5, 2008 and ends on May 17, 2008, City crews will need the equipment delivered on Thursday, May 1, 2008 and will have the equipment ready for pick up by the supplier at the earliest date of Tuesday, May 20, 2008. However, an option for extension may be needed depending upon the extended program length. The supplier will be notified of the extension on or about May 14, 2008. Use of the equipment will involve citywide canvassing of all streets and alleys to remove residential/household refuse in a campaign commonly referred to as "Fresh as a Daisy." This equipment will be operated by experienced City staff, who will be working in concert with other, very similar, city-owned equipment to complete this program within the assigned time period.

3.2 TERM OF AGREEMENT:

The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the city for any contractual commitment in excess of the original contract period which is May 5, 2008 to May 17, 2008. The Purchasing Manager shall have the right, at his/her sole option, to renew the contract for 2 (two) additional one-year periods, or any portion thereof.

3.3 SKID STEER LOADERS:

Each skid steer loader supplied must have a minimum engine size of 70 horsepower, an effective lifting height of at least eight (8) feet and have "all hand" type controls. While five (5) of the seven (7) loaders supplied will have mounted, hydraulically actuated grapple buckets, the 6th and 7th loaders must be capable of accepting/attaching and hydraulically actuating a "bobcat" grapple bucket which the City currently owns. Each loader needs to include a "lockable" gas cap. The City will supply a pad lock that will be removed prior to vendor picking up the loader.

3.4 SPARE TIRES:

One mounted spare tire must be supplied for each of the skid steer loaders. Wheels should be marked with mating reference to each designated vehicle if applicable.

3.5 TIRE WEAR:

Because these vehicles will be operated primarily on hard surfaces, tire wear should be considered and the cost thereof included in this quotation price as it shall be the vendors expense. Each bidder will supply the manufacturers' specification on tire tread depth. The City will only allow a maximum of 20 % wear on each tire when the skid loaders are delivered. The City will have the final approval if the tire wear is satisfactory or not (20% or less wear).

3.6 FLAT TIRES – TIRE DAMAGE:

Normal tire wear is to be expected. All flat tires that are the result of job site damage (negligence) will be repaired at the City's expense.

3.7 DELIVERY & PICK-UP OF EQUIPMENT:

In preparation for start-up of the program on May 5, 2008, all equipment must be delivered to the City on the morning of Thursday, May 1, 2008. After the program is completed on May 17, 2008 (unless a program extension is needed), crews will require approximately two (2) days to "Post-check" the equipment, after which it can be picked up by the supplier on the end of the day on Tuesday, May 20, 2008.

3.8 EMISSIONS STANDARDS: As applicable by law: Vehicles/ Equipment must be supplied with manufacturer's standard equipment and all devices necessary to be in compliance with the most current State of Colorado code, and the Federal Motor Vehicle Safety Standards. Vehicle must comply with all Federal and Colorado motor vehicle pollution control requirements and be capable of passing State emissions tests. Delivery must include any EPA documentation. Vehicles and/or Equipment not meeting the aforementioned standards will not be accepted.

4 VENDOR'S BID FORM

As a responsible supplier, I (we) agree to provide seven (7) skid steer loaders; five (5) equipped with hydraulic grapple buckets and two (2) without any buckets, but set up to receive "bobcat" style grapple buckets and hydraulic control lines in accordance with the provisions, specifications and requirements of this invitation.

Total price to include seven (7) skid steer loaders; five (5) skid steer loaders equipped with hydraulically actuated grapple buckets, two (2) skid steer loaders without any bucket, but setup to receive "bobcat" grapple buckets and hydraulic control lines. Prices for the total contract period are as follows:

DESCRIPTION	WEEKLY	AND/OR	DAILY (IF NEEDED)
Five (5) skid steer loaders with grapple buckets:	\$ _____	each	\$ _____ each
Two (2) Skid steer loaders without buckets:	\$ _____	each	\$ _____ each
Additional items/equipment:			
• _____	\$ _____	each	\$ _____ each
TOTAL	\$ _____		\$ _____
All equipment/All charges			

WRITTEN TOTAL AMOUNT _____ DOLLARS

(Company Name of Bidder – Typed or Printed)

(Phone Number of Bidder)

(Address of Bidder)

(Authorized Dealer Agent – Typed or Printed)

(City, State, and Zip Code)

(Authorized Agent Signature)

(Fax Number of Bidder)

(email Address of Agent or Sales Contact)

5 SIGNATURE PAGE

CITY OF GRAND JUNCTION
Purchasing Division * 2549 River Road * Grand Junction, Colorado 81501-7209 *
(970) 244-1533 * Fax (970) 244-1427

INVITATION FOR BID IFB-2589-08-DH **Skid Steer Loaders Rental for City Spring Cleanup Program**

The City of Grand Junction will receive sealed bids, on this form, in the office of the Purchasing Division, **2549 River Road, Grand Junction, Colorado 81501-7209 until 2:00 P.M. on April 1, 2008** at which time the bids will be publicly opened and read, for furnishing the materials, supplies, equipment and/or services, as shown below and/or attached hereto: **FOB DESTINATION** delivered, Grand Junction, Colorado 81501. **TRANSPORTATION CHARGES PREPAID.** All in accordance with the bid conditions, special provisions, and specifications attached or as indicated.

Purchasing Representative: Duane Hoff Jr. duaneh@gjcity.org (970) 244-1545

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 the bidders. The City may or may not, at the discretion of the City Purchasing Representative, accept future bids for the same services or commodities from participants in such collusion.

By signing below, the undersigned agree to comply with all terms and conditions contained herein and fully understand that when signed by both parties this document constitutes a legal Contract.

Business Submitting Bid

Business Address

Printed Name

City, State, Zip

Authorized Signature

Title

Email

Date

Phone No

Fax No