



Invitation for Bids
IFB-4667-19-SH

MINI EXCAVATOR

RESPONSES DUE:

July 30, 2019
Prior to 2:30 P.M. Local Time

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

www.bidnetdirect.com/colorado

(Purchasing 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).

PURCHASING REPRESENTATIVE:

Susan Hyatt
Phone (970)244-1513
susanh@gjcity.org

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 solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL OR HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Table of Contents

Section I.	INTRODUCTION
Section II.	INSTRUCTION TO BIDDERS
Section III.	GENERAL TERMS AND CONDITIONS
Section IV.	SPECIFICATION/COMPLIANCE FORM
Section V.	BID FORM

SECTION I. INTRODUCTION

A. Purpose: The Owner is interested in purchasing **One (1) New Mini Excavator**. In comparing responses, consideration will not be confined to price only. The successful vendor will be one whose product is judged to best serve the interests of the Owner.

B. The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

C. Timeline:

- Invitation for Bids Available July 1, 2019
- Last Day for Questions, prior to 12:00 PM MST July 17, 2019
- Addenda Issued (If required) by: July 19, 2019
- Responses Due prior to 2:30 P.M. July 30, 2019

SECTION II. INSTRUCTIONS TO BIDDER

A. Equipment Details and Literature Required: Each bid shall be submitted in electronic format only, and only through the BidNet Colorado website (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at www.gjcity.org/business-and-economic-development/bids for details. (Purchasing 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**). All bids must be accompanied by specification sheets and/or descriptive brochures showing the detailed specifications of the equipment you propose to furnish for the bid price. All equipment will be furnished with all standard equipment as described by the literature presented with the bid proposal. References to items shown on the literature, which the bidder does not intend to supply, must be so noted in writing as an amendment to the literature. It is the bidder’s responsibility to provide specific equipment details to permit proper evaluation of the bid; failure to do so may result in disqualification of the bid.

The body, finish, fittings and all components shall be the latest and most current model, and shall not have been used as a demonstrator or any other service, and shall be factory standard in all respects not in conflict with the attached Owner bid specifications. If the Owner is interested in a demonstrator, such information will be supplied in the bid specifications.

The design of the vehicle/equipment must be such that it does not hamper or restrict subsequent installation and use of emergency equipment, such as emergency lights and backup alarms.

When specifications for particular items are not defined, manufacturer’s standards are satisfactory, provided the item is required for the proper performance of the equipment.

B. 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.

C. Error and Omissions: If the bidder discovers any errors, omissions, lack of clarity or desires further information about the specifications, the Purchasing Representative should be contacted immediately.

- D. Guarantee:** All equipment, units and components shall be guaranteed in accordance with the following clauses:
- a. Guarantee that the equipment offered is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for the duration of the warranty period.
 - b. Guarantee that the equipment or vehicle is the manufacturer's standard design in construction and that no changes or substitutes have been made, unless otherwise stated.
- E. Warranty:** All equipment bids must include the manufacturer's standard warranty, and this information shall be provided with the bid. Additional or extended warranties may be requested; if so, specific warranty information must be provided with the bid. The warranty period shall commence after the equipment/vehicle is received and accepted by the Owner, unless special provisions are made with the successful provider.
- F. Operating/Maintenance Instruction:** Where specifically requested in the specifications, the bidder/supplier will instruct a given number of Owner employees in the operation and maintenance of equipment. The instructions shall be of the scope and length to orient personnel in: operating techniques, safety precautions, frequent inspection and servicing requirements, mechanical adjustments and repairs unique to the equipment or vehicle. Instructions will be required at the Owner site specified and provided on a schedule arranged after delivery of the equipment. If available, manufacturer shall provide an operational safety video for specialty equipment (chippers, stump cutters, leaf machines, etc.) Instruction schedules will be agreed to prior to invoice payment.
- G. Delivery Date:** All bids must be submitted with a delivery date.
- H. Pre-delivery:** Prior to delivery, new equipment/vehicle must be completely serviced in accordance with standard new vehicle "Make Ready" and to the manufacturer's specifications.
- I. Delivery:** All costs for delivery of the new unit will be assumed by the Bidder and included in the net price. Unless stated elsewhere in this bid document, all deliveries will be made to the City of Grand Junction, Fleet Services, 333 West Avenue, Building C, Grand Junction, CO 81501.
- J. Prices:** Prices quoted shall exclude Federal Excise and State taxes. Prices quoted shall be F.O.B. City of Grand Junction, CO 81501.
- K. Final Payment:** Final payment for equipment and vehicles delivered under these specifications will not be made until all terms and conditions have been satisfied.
- L. Bid Evaluation Criteria:** The evaluation of this bid will be based on, but not limited to, the following: Compliance with specifications; proven performance; ease of operation, life-cycle cost, net cost, supplier performance history; delivery time; compatibility with existing equipment, parts or supplies; service/parts availability; and, advantageous superior design features.
- M. Repair and Parts Manuals:** An *Operator's and Service manual* will be supplied with each new unit, except when units are duplicate orders and then only one of each is required. Manuals must be received prior to payment. Whenever available, the Owner prefers the manual in a CD format.
- N. Additional Information:** For information concerning the bid process, please contact the Purchasing Department at (970) 244-1533 or check the City of Grand Junction web page at www.gjcity.org. Copies of this bid document can be obtained online electronically on Bidnet at www.bidnetdirect.com/colorado, from the Purchasing Division, **250 North 5th Street, Grand Junction, CO 81501** or on the City of Grand Junction website, www.gjcity.org/business-and-economic-development/bids.
- O. Manufacturer's Statement of Origin:** The new Unit shall be delivered with the Manufacturer's Statement of Origin (MSO). Failure to provide MSO shall be grounds to refuse to accept vehicle.

P. **Title:** The awarded supplier shall provide Title work for the new vehicle within 10 days after the receipt of payment from the Owner.

For City Purchases, mail or deliver the Title to: Fleet Services, 333 West Avenue, Building C, Grand Junction, CO 81501. If a problem arises in obtaining the Title within the 10 day window contact Tim Barker in Fleet Services at (970)-244-1532, or via E-mail timba@gjcity.org. Name on title shall read "City of Grand Jctn".

SECTION III. GENERAL TERMS AND CONDITIONS

A. Submission of Bids: Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at www.gjcity.org/business-and-economic-development/bids for details. (Purchasing 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**).

No bids will be considered in which the specifications, provisions or conditions of the price proposal have been modified. 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 Owner to the extent allowable in the Open Records Act.

B. Assignment/Contract not used as Collateral: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this contract without prior written consent of the other party. The bidder shall not use this contract, or any portion thereof, for collateral for any financial obligation.

C. Audits/Access to Records: The Owner and any of its representatives shall have access to any books, documents, papers and records of the bidder which are pertinent to this solicitation and prospective contract.

D. Availability of Funds: Any Owner Contract resulting from a submission of a bid shall be deemed executor only to the extent of appropriations available to each Owner Department for purchases of such articles and services. The Owner's extended obligation on those contracts, which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

E. Award and Purchase: The Owner reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the Owner or by the bidder, to accept any items or group of items in the bid, as may be in the best interest of the Owner. No verbal explanations, clarifications, additions or instructions will be binding to either the Owner or the bidders, except those confirmed in writing.

A signed purchase order/contract furnished to the successful bidder results in a binding contract without further action by either party.

F. Questions: Any questions concerning this project shall be directed to: Susan Hyatt at the City of Grand Junction, 250 North 5th Street, Grand Junction, Colorado 81501, (970)-244-1513, E-mail susanh@gjcity.org between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays. ALL QUESTIONS MUST BE SUBMITTED IN WRITING.

G. Legal Compliance: The bidder shall keep informed of all Federal, State and local laws; ordinances, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those engaged or employed on the work or affect the conduct of the work. The bidder shall observe and comply with all such laws, ordinances, regulations, orders and decrees. The bidder shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any

such law, ordinance, regulation, order or decree whether by the supplier, subcontractor, supplier or the supplier's employees or any others engaged by the supplier. The laws of the State of Colorado will govern as to the interpretation, validity and effect for any contract that is entered into as a result of this solicitation. Venue for any lawsuit will be in Mesa County, Colorado.

H. 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.

I. Indemnification: The bidder shall release, indemnify and hold harmless the Owner, their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the Bidder's performance under this contract.

J. Gratuities: The bidder certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the bidder breaches or violates this warranty, the Owner may, at its discretion, terminate this contract without liability to the Owner.

K. Material Availability: Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. 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.

L. OSHA Standards: All bidders agree and warrant that services performed in response to this 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 Owner may require the services to be redone at no additional expense to the Owner.

M. Non-collusion: Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person or fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Owner, or any person interested in the proposed contract.

The price or prices quoted in this bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

N. 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.

O. Preparation of Bids: Bidders are expected to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's risk.

In case of error in the extension of prices in the bid proposal, the unit price will govern. Unit price shown must be net.

P. Tax Exemption: Direct purchases of materials by the Owner are exempt from Colorado State sales or use tax. The bidder certifies that no Federal, State, County or Municipal tax will be added to the price shown on the Proposal Price sheet. An Owner Tax Exemption Certificate will be supplied to the successful bidder upon request.

Q. Bids Binding – 60 Days: Unless otherwise specified all formal bids submitted shall be binding for sixty calendar days following the bid opening date unless bidders, at the request of the Owner, agree to an extension.

R. Multiple Bids: Bidders must determine for themselves which product to offer. If said bidder chooses to submit more than one bid, THE ALTERNATE BID must be clearly marked “**Alternate Bid.**” The Owner reserves the right to make award in the best interest of the Owner.

S. Brand Names or Equal: Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, “or equal.” At the Owner’s discretion, after the bid opening proof satisfactory must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements.

The Owner reserves the right to determine products of equal value. Suppliers will not be allowed to make unauthorized substitutions after award is made.

T. Termination of Contract: If at any time during the performance of the contract awarded as a result of this bid, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this contract, then at the discretion of the Owner and after written notice to the supplier, the Owner may terminate the contract or any part of it.

U. Modification or Withdrawal of Bids: A bid that is in the possession of the Purchasing Division may be altered by facsimile, telegram or letter bearing the signature of name of the legal agent for the bidder, provided it is received prior to the time and date of the opening. Alterations should not reveal the price but should indicate the addition, subtraction or other changes in the bid. A bid that is in the possession of the Purchasing Manager may be withdrawn by the bidder up to the time of the bid opening. Bids may not be withdrawn after the bid opening. Failure of the successful bidder to furnish the service awarded from this bid may eliminate the bidder from the active bidder’s list.

V. Addenda and Interpretations: If it becomes necessary to revise any part of an Owner bid, a written addendum shall be posted to the BidNetDirect.com/Colorado website. The bidder shall be responsible for obtaining all solicitation documents. 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 from the Owner. Receipt of addenda shall be acknowledged by initialing the proposal price sheet in the designated place.

W. 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 solicitation.

The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction.

The Owner will be responsible only for the orders placed for our jurisdiction. Other participating entities will place their orders 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.

X. Award: All bids will be awarded to the lowest responsive and responsible bidder. The Owner reserves the right to determine the lowest responsive and responsible bidder.

The Owner may involve all or some of the following factors: price; conformity to specifications; financial capacity to perform the services and/or provide commodities; 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; other objective and accountable factors which are reasonable.

Y. Inspections: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regard to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of material or supplies shall be accomplished as promptly as practical, but failure to inspect and accept or reject material or supplies shall not impose liability on the Owner for such supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

SECTION IV. SPECIFICATION/COMPLIANCE FORM

MINIMUM SPECIFICATION FOR One (1) New Mini Excavator. All specifications must be met or exceeded or be considered non-responsive. Include delivery to the City of Grand Junction, 333 West Avenue, Bldg C, Grand Junction, CO 81501. It is the intent of these specifications to describe the cab and chassis. Not all parts and specifications for the mentioned equipment are necessarily provided, however the supplier shall specify a product that will conform in strength and quality of material and workmanship according to the industry standard and not less than this specification. Incomplete responses will not be considered. **Bidder shall note any exceptions to the bid on the Comments section.** All equipment furnished under this contract shall be new, unused, and the latest model offered by the manufacturer's current production. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.

	Standard Equipment Specifications	Meets	Does Not Meet	Comments
1	Zero tail swing rubber track mini excavator			
2	Water cooled 4-cylinder diesel engine			
3	Minimum acceptable horsepower 42 @ 220 RPM			
4	Maximum operating weight 12,500 pounds			
5	Minimum digging depth 12 feet 6 inches			
6	Minimum dumping height 13 feet			
7	Enclosed cab with heater and air conditioning			
8	John Deere style controls, or changeable controls that will allow for John Deere style			
9	Hydraulic quick coupler for bucket attachments			
10	Unit to include 12 inch, 18 inch and 24 inch tooth buckets			
11	Unit to include 36 inch bucket with bolt on cutting edge			
12	Lever controlled backfill blade			
13	Reclining suspension seat			
14	Seat belt			
15	Traveling levers and pedals			
16	Work lights mounted on front of cab			

