



## INVITATION FOR BID

**Bid:** 22-060 Equipment Trailers for Streets Department

**Available:** August 18, 2022

**Question Deadline:** August 25, 2022, at 4:00 PM (MT)

**Submittal Deadline:** September 1, 2022, at 10:00:00 AM (MT)

**Bids received after this deadline will be rejected and an email notice will be sent.**

**Submittal Information:** Bids may be mailed, hand delivered, or submitted electronically in PDF format. Mailed and hand delivered bids must be delivered to the City's Purchasing Department, 230 South Mechanic Street, Pueblo, Colorado, 81003, 719-553-2350 and clearly marked with the bid number and name. Electronic bid submittals must be sent to [OnlineBids@pueblo.us](mailto:OnlineBids@pueblo.us). Bidders must enter the following in the subject line of the email: **"SEALED BID 22-060 – Your Company Name."** Submittals will be opened no sooner than Submittal Deadline listed above.

### REQUIRED SUBMITTALS

	Completed Quotation Record (page 2)
	Completed Minimum Specifications Form (page 3)
	Completed Specifications Exceptions Form (page 4)
	Attach specifications and/or descriptive literature for trailers submitted as an approved equal
	Attach copies of the equipment warranties

In general, the successful bidder will provide up to two (2) new PJ 6" Channel Equipment Trailers (or approved equal) for the City of Pueblo Streets Department. Submitted prices are to include all charges for materials, supplies, shipping/handling, delivery, insurance, and equipment necessary to supply the commodity as listed within this IFB.

Prospective bidders must satisfy themselves by personal examination of the delivery location and the proposed delivery schedule as to the correctness of any items requested in this IFB. Bidder shall not, after submission of bid, dispute or complain of such cost estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work required to complete delivery and unloading of items.

The City reserves the right to reject any and all bids for any or all items covered in the Invitation to Bid, to waive informalities or defects in bids or to accept any bid as it shall deem to be in the best interest of the City. All awards shall be contingent upon appropriation of the necessary funds and only after the receipt of a Purchase Order.

All bids are subject to the conditions shown herein. For information about bid procedures or technical questions regarding this request interested parties may contact the Purchasing Department at [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us).

**The City of Pueblo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.**

**Disclaimer:** The City of Pueblo (City) provides all formal solicitations for interested parties to download free of charge via the Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) and on the City's website, [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing). Contractors can also choose to register with RMEPS to receive email notifications for a nominal annual fee. Additionally, interested parties may visit the Purchasing Department during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. **If the Proposer cannot verify that the IFB documents were obtained from either of these two websites or our office, we cannot guarantee the validity of the document and their proposal may be rejected.**

**SECTION 1.**
**QUOTATION RECORD**

Description		Unit Price	
New PJ 6" Channel Equipment Trailer (or approved equal) including all Required Options as shown in Section 2			
Note: City may purchase up to two (2) units			
Specify Color			
Specify Make/Model if submitting as equal			
Delivery Date			
Have you included the Minimum Specifications (page 3)?		Yes	No
Does your bid comply with all aspects of this IFB (please complete page 4)? All NO responses must be explained on the Specification Exceptions Form		Yes	No
Have you attached your specifications/descriptive literature (if submitting as equal)		Yes	No
Have you included the equipment warranties?		Yes	No
<b>Please confirm how your document was obtained:</b> Downloaded from RMEPS _____ City Purchasing Website _____ Email from Purchasing Department _____			
Received addenda numbers _____, _____, _____ (if issued).			

**SIGNATURE**

The undersigned, having carefully read and considered these bid documents, does hereby offer to provide such products or services on behalf of the City, in the manner described or implied and subject to the terms and conditions set forth in the attached bid. Products or services will be provided at the rates set forth in said bid.

The undersigned further states that this bid is made in good faith and is not founded on, or in consequence of, a collusion, agreement, or understanding between himself or herself or any other interested party.

Authorized  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name  
and Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**SECTION 2.****MINIMUM SPECIFICATIONS**

2.1 This specification is intended to define the minimum requirements for up to two (2) new PJ Trailers 6" Channel Trailers, or approved equal, for the City of Pueblo Streets Department. Submitted prices are to include all charges for materials, supplies, shipping/handling, delivery, unloading, insurance, and equipment necessary to supply the commodity as listed within this Invitation for Bid. Award determination will be based on availability, pricing, delivery, etc. as best meets the needs of the City of Pueblo.

2.2 **American Rescue Plan Act (ARPA) funds will be used for this project. Bidder must adhere to all Federal Contract Clauses attached as Appendix B.**

**Bidders must be registered on SAM.gov to be considered for award. Note: This is a free registration. Please visit <https://www.sam.gov> to register or for more information.**

2.3 Workmanship and material to be first quality throughout; in the absence of comment on particular points, industry standard practice should be presumed to prevail. All standard factory equipment shall be included with the trailers; no deletions of standard factory equipment will be permitted unless specifically superseded in these specifications. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.

2.4 Please mark YES if vehicle meets the specification completely and mark NO if the trailer does not meet the specification to its fullest. All NO responses shall be explained on the SPECIFICATION EXCEPTIONS FORM

ITEM	DESCRIPTION	Meets Specifications?	
		Yes	No
Model	Only NEW units will be considered PJ 6" Channel Equipment Trailer (CC) Approx. 16' Deck Length 83" Deck Width (within fenders) 23" 25" Deck Height (empty) Two (2) 8,000lb. axles for 16,000 lb. GVWR		
Standard Features	2" Treated Pine Lumber Deck ST235/80R16 Tires Adjustable 2 5/16" Ball Bulldog Coupler Safety Chains Electric Breakaway Kit w/ Charger All-Weather Wiring Harness (7-way RV) Drop Leg Jack Sand Blasted, Powder Coated		
Required Options	3" Pintle Eye Channel-mount (20,000 lb) 8000# Oil Bath w/14 Ply LR-G Tires (DEXTER) Electric Spring 4' Dovetail with 5' Fold-up Ramps (Smooth Style) Spare Tire and Mount		
Manuals	One (1) each of the following: Parts Manual, General Repair Manual, and Owner's Manual per vehicle model.  Note: All manuals must be provided in print or CD/USB format at time of delivery. No additional charges will be accepted.		
Delivery and Title	Vendor to provide all documentation necessary for City to obtain license and title prior to City processing payment.  FOB: Fleet Maintenance, 300 East "D" Street, Pueblo, Colorado Vendor must call Fleet Maintenance at 719-553-2320 prior to delivery <b>Title to:</b> <b>City of Pueblo, #1 City Hall Place, Pueblo, CO, 81003</b>		
Bidder's Initials			

## SPECIFICATIONS EXCEPTIONS FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish.

If your bid does not meet all of our specifications, you must state so on the spaces provided below:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bids on the goods and/or services not meeting specifications may be considered by the City. However, all deviations must be listed above. (Must check one (1) response below.)

I DO NOT meet specifications, as listed on this bid: exceptions are stated in the spaces provided above. ☐

I DO meet specifications. ☐

Signed:\_\_\_\_\_Firm Name:\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

### SECTION 3.

### GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

**IMPORTANT: Read carefully before submitting bids. Failure to do so shall not release the bidder from the responsibility to perform or deliver as specified.**

#### 3.1 APPLICABILITY

Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions.

#### 3.2 DEFINITIONS

As used in this bid, the following definitions apply.

3.2.1 **"Bid/Project No."** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods and/or services to the City.

3.2.2 **"Bidder"** means a business that submits a response to a competitive solicitation.

3.2.3 **"City"** means the City of Pueblo, Colorado.

3.2.4 **"Contract"** means any written agreement for the procurement of goods and/or services. A Purchase Order issued as a result of the award of this IFB constitutes a contract. By signing the signature page of the Quotation Record bidder acknowledges that all terms, conditions, and specifications of this bid will apply.

3.2.5 **"Vendor/Supplier"** means a bidder who may be or has been awarded a contract.

3.2.6 **"Project Manager"** means the City Department's authorized representative assigned to coordinate the contract (purchase order) and all related items for this project.

3.2.7 **"Purchase Order"** means a document issued by the Purchasing Department directing the vendor/supplier to deliver goods and/or services. The Purchase Order constitutes a contract between the City and vendor/supplier and shall contain all terms, conditions, and specifications from this IFB by reference.

3.2.8 **"Purchasing Agent"** means the person charged with the responsibility of directing the Purchasing Department. (Used interchangeably with Purchasing Director.)

3.2.9 **"Responsible Bidder"** means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the bidder's capability to perform are, among others, its financial resources, production or service facilities, service reputation and experience. Material failure to perform on one or more previous City contracts or purchase orders is also reason to consider a vendor non-responsible.

3.2.10 **"Responsive Bid"** means a written offer to furnish goods in conformity with standards, specifications, terms, conditions, and all other requirements established in a competitive solicitation.

3.2.11 **"Successful Bidder"** means the lowest Responsible and Responsive Bidder to whom the City, on the basis of its evaluation, makes an award. A Successful Bidder does not become an awarded vendor/supplier until a purchase order is signed and released by the City's Purchasing Agent.

#### 3.3 PREPARATION OF BID

3.3.1 **Submission:** All Bids must be submitted on the Quotation Record form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.

3.3.2 **Preparation Method:** Bids shall be typed or written in ink on the form prepared by the City and be legible. Officials of corporations shall designate their official title; partners or sole owners shall so state, giving the names of all interested parties. The person signing the bid must initial all corrections or erasures. Each bid must be signed on

the appropriate pages by an individual authorized to bind the company submitting the bid. Bidder must initial at the bottom of the Quotation Record if indicated.

3.3.3 Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will prevail in determining the price used for evaluation. Unit prices offered should be for the units specified.

3.3.4 References: The City of Pueblo may request a list of at least three references from other companies for which the bidder has provided same or similar goods and/or services. Contractor's history, personnel, references, quote, and any other information that becomes available to the City may be utilized as determining factors toward award.

The City reserves the right to investigate the references and the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent successful Bidder in order to complete its investigation. The City reserves the right to reject any bid response or to reject all bid responses at any time prior to the City's execution of contract, upon good cause and upon the City's finding that it is in the City's best interest.

3.3.5 Delivery Time/Scheduled Service Time: Delivery time stated in the specifications shall apply. Deviations by the bidder must be stated on the Specification Exception Form. Time, if stated in number of days, will be consecutive calendar days.

3.3.6 Payment Terms: Terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.

3.3.7 Freight Policy: Freight will be F.O.B. Destination, Freight Prepaid, unless otherwise specified in this Bid.

3.3.8 Taxes: The City is exempt from Federal, State and Local taxes; however, the successful bidder is subject to such taxes on materials used in performing this contract and may not be exempt from such taxes.

3.3.9 New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment, or vehicles used by the Contractor to provide the required items of tangible personal property, services, or construction.

3.3.10 Warranty: Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials. The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

3.3.11 Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the City unless the specifications state that no substitutions or approved equivalents will be allowed. If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.

3.3.12 Exception to Specifications: Bidders are to state any exceptions taken to this Bid on the Specifications Exception Form. If no exceptions are stated, the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid.

3.3.13 Patent Indemnity: If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

3.3.14 Confidentiality: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets, or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All Proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the proposer. **Proposals that are copyrighted or marked “CONFIDENTIAL” in their entirety will be rejected and not receive consideration for award.**

### 3.4 ETHICAL CONDUCT

By submitting its bid in response to this invitation, the bidder certifies that:

3.4.1 It has not offered, given, or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid.

3.4.2 It has not retained a person or solicited or secured a City Contract for a contingent fee.

3.4.3 It has not taken any action in restraint of free competitive bidding in connection with this bid.

3.4.4 It has not in any way violated the ethical conduct or other provisions of the City’s Ordinances or Codes.

3.4.5 It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.

### 3.5 REQUESTS FOR EXPLANATIONS BY BIDDERS

3.5.1 Requests for Explanation: Any explanation desired by the bidder regarding the meaning or interpretation of specifications, or any part of this bid must be requested by email to [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us) prior to the Question Submittal Deadline shown above.

3.5.2 Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Purchasing Department must issue any official explanations in writing.

### 3.6 ADDENDA

3.6.1 Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum.

3.6.2 Any addenda issued shall become a part of this bid. Addenda must either be signed and returned with the bid or acknowledged by letter which must arrive prior to the bid opening. Failure to do so may result in disqualification of the bid.

3.6.3 Any changes or revisions to our published procurement solicitations will be through written addenda posted on the Purchasing Department’s website and via the Rocky Mountain E-Purchasing System. It is the sole responsibility of the bidder to check the Purchasing Department’s website ([www.pueblo.us/purchasing](http://www.pueblo.us/purchasing)) for any addenda that may be available.

### 3.7 CLARIFICATION OF BIDS

The City may, during the evaluation of bids, request clarification regarding bids, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

### 3.8 SUBMISSION OF BID

3.8.1 Time: Bids received after the time and date indicated on the IFB will not be accepted, and an email notice will be provided.

3.8.2 Delivery: Bids may be mailed, hand delivered, or submitted electronically in PDF format. The City shall not be responsible for bids that are mailed and not received in the Purchasing Department by the opening date and time specified in the solicitation.

3.8.3 If submitted by mail or in person, the envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside:

- Name of Bidder
- Bid Number assigned by the City to the Invitation for Bids
- Opening date and time as identified on the bid or subsequent addenda

### 3.9 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

3.9.1 It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22-78; Ord. No. 8453 §2, 2-27-12)

3.9.2 **Federal requirements govern.** Whenever the provisions and requirements of this Chapter, or of the bidding specifications, conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

### 3.10 WITHDRAWAL OF BIDS

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn bids is signed by the bidder or the bidder's authorized representative. The City reserves the right to request proof of authorization to withdraw a bid.

### 3.11 OPENING OF BIDS

Bids will be opened by the Purchasing Department at the time and place identified in this IFB.

### 3.12 DISQUALIFICATION OF BID

The City reserves the right to reject a bid for, including but not limited to, any one or more of the following circumstances:

3.12.1 The bidder has failed to comply with previous contractual commitments or bids to the City.

3.12.2 In the opinion of the City the bidder is not capable of providing the offered goods and/or services as offered or required by the bid or is otherwise not a responsible bidder.

3.12.3 The bidder has not provided sufficient or detailed information, which allows for the evaluation of the bid.

3.12.4 In the opinion of the City the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.

3.12.5 The bidder failed to properly fill in any space on the Quotation Record form and attached documents where information or a signature is required.

3.12.6 The bidder failed to submit bid bonds with their bid (if required) other material requirements of the Bid or has otherwise submitted a non-responsive bid.

3.12.7 There are unauthorized additions, conditions, alternate proposals, or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.



3.12.8 Submitted bid was not written in ink or electronically printed, or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the bidder.

3.12.9 The City determines that a bid contains any misrepresentations whatsoever.

### 3.13 REJECTION/CANCELLATION OF BIDS

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the City. No Proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Bidders will be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this IFB.

### 3.14 SUSPENSION/DEBARMENT

Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

### 3.15 MINOR OR TECHNICAL IRREGULARITIES

Minor or technical irregularities in a bid may be waived provided there is no effect on price, quality, or quantity; clerical errors in a bid may be corrected, if permitted by the Purchasing Agent and are in the best interest of the City.

### 3.16 NONCONFORMING/CONDITIONAL OR COUNTER BIDS

A bid which is nonconforming or conditional or where the bidder has added unauthorized stipulations, whether in part or in whole will be rejected.

### 3.17 BID ANALYSIS

The City reserves the right to analyze, examine and interpret any bid for a minimum period of ninety (90) consecutive calendar days after the scheduled opening date. Bids may not be rescinded during this period except for good cause and with the written approval of the Purchasing Agent. In those situations, where the analysis/evaluation exceeds the ninety (90) consecutive calendar days, bidders may withdraw their bids from consideration.

### 3.18 AWARD OF PROJECT

3.18.1 When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other written evidence of final acceptance by the City is provided to the bidder. A Recommendation of Award does not constitute award of contract.

3.18.2 Basis of Award: If a contract is awarded, it shall be awarded to the most responsive and responsible bidder whose bid is the most advantageous to the City. The City reserves the right to award a contract based on this Bid in total, by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Agent, best serves the interests of the City, unless otherwise stated in this bid.

3.18.3 Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services, or construction to be provided within a twelve (12) month period (unless a longer term of contract is specifically indicated within the bid), under the terms of the Contract, at the same prices, with the consent of the Contractor.

3.18.4 Decrease of Quantities: The City reserves the right to decrease the quantities of items of tangible personal property and/or services to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.

3.18.5 Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Agent and/or City's legal counsel.

3.19 PERA

The Vendor/Supplier shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. Awarded Vendor/Supplier will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at <https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form> and is included by reference in this document.

3.20 LICENSING REQUIREMENTS

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division at (719) 553-2659. Sales Tax Letter is attached as Appendix A.

3.21 TERMS

All prices quoted shall be honored through the order, delivery, and acceptance process for the City of Pueblo.

3.22 CONTACT PERSONS

Vendor/Supplier shall designate one or more person(s) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

3.23 DELIVERY, ACCEPTANCE AND GUARANTEE

3.23.1 No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order issued by the City Purchasing Department, unless a specific Notice to Proceed has been issued by the City.

3.23.2 Cancellation for Non-Delivery/Non-Compliance: The City reserves the right to cancel any services not approved by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the City's part.

3.23.3 Acceptance: Acceptance by the City of any delivery/service shall not relieve the Vendor/Supplier of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.

3.24 INSPECTIONS

3.24.1 Prior to Acceptance of Delivery/Service: All items of tangible personal property and/or services shall be provided exactly as offered and may be inspected prior to acceptance of delivery by the City.

3.24.2 Inferior Materials, Etc.: All items of tangible personal property, services or construction found inferior to the quality specified in this bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Vendor/Supplier at the Vendor/Supplier's own risk and expense promptly after notice of rejection. The Vendor/Supplier shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

3.25 INVOICE AND PAYMENTS

The Vendor/Supplier shall submit an accurate invoice for each purchase. Invoices shall refer to the City's Purchase Order Number and shall be itemized unless otherwise specified in this bid. Invoices are to be emailed to Sam Ingo at [singo@pueblo.us](mailto:singo@pueblo.us); invoices mailed or provided to any other entity will result in a delay in making payment. Vendor/Supplier is encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the City's Finance Department, Accounts Payable at 719-553-2648.

3.26 DEFAULT/TERMINATION FOR CAUSE

3.26.1 If, through any cause, the Vendor/Supplier fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Vendor/Supplier of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods and/or services from another source or sources. The

City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

3.26.2 If a contract resulting from this bid is canceled, the Contractor shall not be relieved of liability for damages caused by its breach of the contract. The City reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond (if required), a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Department Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

### 3.27 TERMINATION FOR THE CONVENIENCE OF THE CITY

The City may terminate any contract resulting from this bid, at any time, by providing the Contractor with a thirty (30) day written notice of such termination. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

### 3.28 TERMINATION FOR LACK OF APPROPRIATIONS

Funding for the Contract resulting from this bid must be appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Bid, continuation of the contract beyond the end of any fiscal year is contingent upon City Council appropriating necessary funds. If sufficient appropriations are not made, the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the Contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Vendor/Supplier and shall be final.

### 3.29 CONSIDERATION OF BIDS

A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of Articles 18 and 19 of Title 8 Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement which the City is a participating party as relates to the project.

### 3.30 COOPERATIVE PROCUREMENT AGREEMENT

The City promotes intergovernmental cooperation of purchases. Any state or local governmental agency reserves the option to purchase any and all items from this bid that are deemed to be in the best interest of the agency if allowed by the Vendor/Supplier. Other cooperative agencies only have an option to participate off this bid and will be responsible for providing their own requirements. The City does not in any way guarantee the bidder any quantities other than those contracted for by the City in the form of the Purchase Order resulting from this solicitation.

### 3.31 FEDERAL CONTRACT CLAUSES

Financing of this project in whole or in part will come from American Rescue Plan Act (ARPA) funds. Accordingly, federal requirements apply to this project and are included as Appendix B. Any Purchase Order issued as a result of the award of this IFB and the Bidder awarded such contract shall be subject to these requirements and such Purchase Order shall incorporate all applicable terms and conditions of Appendix B.

**Charles B. Hernandez**  
*Director of Finance*



One City Hall Place  
Pueblo, CO 81003

**Valerie A. Palumbo**  
*Tax Audit Manager*

## Sales Tax Division

(719) 553-2659 – Phone  
(719) 553-2657- Fax  
[salestax@pueblo.us](mailto:salestax@pueblo.us)

January 14, 2020

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following ordinance(s):

### **Sec. 14-4-21.- Definitions**

When not clearly otherwise indicated by the context. The following words and phrases, as used in this Chapter, shall have the following meanings:

(9) Engaged in business in the City means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such terms includes, but is not limited to, any one of the following activities by a person:

- a. Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly. Indirectly or through a subsidiary;
- b. Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;
- c. Maintaining one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;
- d. Owning, leasing, renting or otherwise exercising control over real or personal property within the City;
- e. Making more than one (1) delivery into the City within any twelve-month period.

### **Sec. 9-1-2. – Application**

(a) Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefore being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain the licensing application(s) please contact the Sales Tax Division at 719.553-2659.

A handwritten signature in blue ink, appearing to read "Valerie A. Palumbo", is written over the typed name.

Valerie A. Palumbo

Tax Audit Manager

**SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO**  
**For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements**

This Appendix B shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team). Questions about the City's Purchasing Policy and the federal project requirements may be directed to [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us).

**Definitions:**

**Agreement:** For the purposes of this bid and/or project, *agreement* shall indicate a contract between City and Contractor.

**Contractor:** Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

**Contract:** Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

**Notice:**

The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.

Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or debarment by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).

It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see Section 9 below).

As indicated below each Section, some clauses determined nonapplicable for this project may be removed.

**1. REMEDIES**

*Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)*

This contract is not estimated to exceed \$249,999 and this section has been removed.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

*Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)*

- 2.1 Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.

- 2.2 Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- 2.3 Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

*This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)*

During the performance of this contract, the Contractor agrees as follows:

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 4. DAVIS BACON ACT

*Only applicable for construction contracts in excess of \$2,000; include most current Davis Bacon Wages supplement; 2 CFR, Part 200, Appendix II(D)*

This contract is not for construction and the Davis Bacon Act section has been removed.

#### 5. COPELAND ANTI-KICKBACK ACT

*Only applicable for construction contracts in excess of \$2,000; 29 CFR, Part 3*

This contract is not for construction and the Copeland Anti-Kickback Act section has been removed.

#### 6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

*Applicable for projects in excess of \$100,000 that involve employment of mechanics or laborers; 2 CFR, Part 200, Appendix II(E)*

This contract is not estimated to exceed \$99,999 and this section has been removed.

#### 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT/AGREEMENT

*Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)*

This contract is not for use of experimental, developmental, or research and this section has been removed.

#### 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

*Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)*

This contract is not estimated to exceed \$149,999 and this section has been removed.

#### 9. DEBARMENT AND SUSPENSION

*Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)*

- 9.1 This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- 9.2 The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- 9.4 The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10. BYRD ANTI-LOBBYING AMENDMENT

*Award of \$100,000 or more; 2 CFR, Part 200, Appendix II(I)*

This contract is not estimated to exceed \$99,999 and this section has been removed.

#### 11. PROCUREMENT OF RECOVERED MATERIALS

*Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)*

- 11.1 In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

- 11.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- 11.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

#### 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

*Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)*

This contract does not involve telecommunications and video surveillance services or equipment.

#### 13. DOMESTIC PREFERENCES FOR PROCUREMENT

*Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)*

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

#### 14. ACCESS TO RECORDS

*This section from Recommended Contract Provision No. 1; Required for all City federally funded projects*

- 14.1 The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 14.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 14.3 The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.



- 14.4 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

**15. CHANGES**

*This section from Recommended Contract Provision No. 2; Required for all City federally funded projects*

The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

**16. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS**

*This section from Recommended Contract Provision No. 3; Required for all City federally funded projects*

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

**17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

*This section from Recommended Contract Provision No. 4; Required for all City federally funded projects*

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

**18. NO OBLIGATION BY FEDERAL GOVERNMENT**

*This section from Recommended Contract Provision No. 5; Required for all City federally funded projects*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

*This section from Recommended Contract Provision No. 6; Required for all City federally funded projects*

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.