

City of Fruita

Public Works Department

Bid Documents and Construction Specifications for

2026 Street Striping Project



FRUITA
COLORADO

Responses Due:

May 7, 2026, before 2:30 PM (MST)

Purchasing Agent:

Mackenzie Erickson, Procurement and Contracts Specialist

merickson@fruita.org

970-858-3663 x 6054

Bidding Instructions

PROJECT: 2026 Street Striping Project

OWNER: City of Fruita
325 E. Aspen Avenue.
Fruita, Colorado 81521
Phone: (970) 858-3663

Purchasing Agent: MacKenzie Erickson merickson@fruita.org

These Bidding Instructions (the "Instructions") are general in nature and may be amended or supplemented at any time by the City of Fruita ("Fruita" or the "City"). By submitting a bid in response or further to these Instructions (each a "Bid" and together the "Bids"), the submitting offeror (each an "Offeror" and together the "Offerors") warrants that it is familiar with all provisions of these Instructions, as well as the Bid Schedule, Drawing Set, Construction Specifications, Special Provisions and Item Descriptions, and draft 2026 Street Striping Project Contract (such draft or its final, executed version, depending on the context, hereafter being referred to as the "Contract") being provided herewith, and agrees to comply with all the foregoing. **Bid submittal requirements are listed in Section 8 below.**

1.0 General Scope of Work

- a. **Scope of Work.** The City is requesting bids for the 2026 Street Striping Project, which will consist of striping approximately 360,000 feet of 4" yellow/white/turn line striping (solid and dashed), as needed throughout the City. The Offeror will provide cost per foot in length four inches wide. All lines will be covered in glass beads. The downtown area may be painted at night or early in the morning (together, the "Project"). If there is a cost difference, please note on Bid Sheet "after hours painting" and additional cost per foot.

The project that is the subject of these Instructions consists of painting mostly double yellow center stripes with some dashes. White lines are bike lanes and fog lines. The City will paint hash marks on new streets or recently chip sealed streets to aid in striping. The City will provide a leader truck to assist the painting crew, if desired, at no cost to the Offeror. The Offeror shall provide all traffic control for the project. Excessive wheel tracks through wet paint caused by a lack of cones shall require blackout painting by the Offeror at no additional charge. Determination of excessive tracks will be at the discretion of the City.

- b. **Product Specification.** The paint shall be waterborne and all paints shall meet Federal Specifications TT-P 1952D type I and type II. All paint shall be applied according to the manufacturer's recommendations. The Offeror shall submit manufacturer's testing results and application instructions to the Public Works Department 30 days prior to job start date. No paint substitutions will be allowed without prior approval. Glass bead size and application rate will be specified by the

paint manufacturer and provided to the City along with the paint specifications.

2.0 Form of Bid and General Description of Bid and Award Process

A form Bid Schedule is attached to these Instructions. In general, work tasks for or related to the Project, such as mobilization, testing, and field survey work, must be bid and paid on a fixed price, lump sum basis. Other items for or related to the Project will, in general, be bid and paid on a unit price basis unless otherwise indicated by City. Estimated quantities of items for or related to the Project are shown on the Bid Schedule. Each Offeror acknowledges that actual quantities of items for or related to the Project may be either more or less than those quantities shown on the Bid Schedule. Unit pricing for unit price items shall provide a basis of payment in the event of changes in unit quantities from those shown in the Bid Schedule.

There will be no pre-bid meeting for this project. Bidders are requested to submit all questions via email prior to the date listed below.

All questions from prospective Offerors regarding the Project and requiring a response prior to opening of bidding must be submitted to City in writing prior to **2:00 PM on April 17th, 2026**. If necessary, all Addenda responding to Project questions and providing necessary clarifications will be issued **by 4:00 PM on April 22nd, 2026**.

Sealed Bids must be submitted to City either electronically, through Bidnet Direct's Rocky Mountain E-Purchasing System ("RMEPS"), accessible at <https://www.bidnetdirect.com/colorado>, or by mail or hand-delivery addressed to the Fruita Civic Center, 325 E. Aspen Avenue, Fruita, Colorado 81521. City does not have access to or control over the vendor side of RMEPS, and City makes no representation or warranty concerning the operability or accessibility of RMEPS. Sealed bids may also be handed in at the main administrative counter or mailed in the Fruita Civic Center, 325 E. Aspen Avenue, Fruita, CO 81521 no later than the submission deadline. It is the sole responsibility of the bidder to see that the quotation is received before the submission deadline. The bidder shall bear all risks associated with delays in the U.S. mail or delivery service.

Bids must be submitted in accordance with the foregoing and received by City on or before **2:30 PM on May 7th, 2026**, to be considered. The base bids and certain terms of all Bids deemed responsive by City in its sole discretion will be opened and read publicly at that time ("Bid Opening"). City's evaluation of the Bids, and the selection of the winning Bid, will be based strictly on selecting the lowest cost Bid that is most responsive to and responsible for Project requirements. **To be responsive, a Bid must meet the criteria and requirements discussed in Section 8 below.** Any Bid deemed non-responsive, as determined by City in its sole discretion, will be eliminated from further consideration and such non-responsive Bid will not be publicly read.

Sealed Bids shall be opened publicly and can be attended virtually or physically at the Fruita Civic Center, 325 E. Aspen Avenue, Fruita, CO 81521. Offerors, representatives, and interested persons may be present.

Please join the meeting from a computer, tablet, or smartphone.

<https://us02web.zoom.us/j/84057881088?pwd=S0zas1uTpYfAcshTRt5XXoVBw4RRXm.>

1

Meeting ID: 840 5788 1088

Dial in using a phone.

Meeting ID: 840 5788 1088

Dial by your location

- +1 719 359 4580 US
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US

City anticipates issuing a Notice of Award for the Project to the Offeror of the Bid selected by City (such successful Offeror hereafter being referred to as the “Contractor”) by the end-of-day on May 12, 2026. The foregoing dates are estimates, subject to change based upon the needs or requirements of City.

The draft Contract is included with, and is a part of, these Instructions and other bidding materials. An Offeror must provide any objections to or suggested changes for the Contract in a writing received by City by or before the date and time of Bid opening. After issuing the Notice of Award to the Contractor, City will negotiate and finalize the terms of, and enter into, the Contract with the Contractor. Thereafter, City will issue a Notice to Proceed and hold a Project pre-construction meeting with Contractor once all performance and payment bonds required under the Contract, or otherwise required by City, are received.

Notwithstanding the foregoing or anything else herein, City reserves the right, prior to or after entering the Contract with Contractor, to alter or modify the scope of work for, delete work from, or reduce item quantities or types necessary for or related to the Project, and City further reserves the right to select work or item alternatives for or in relation to the Project. None of the foregoing will change City’s Bid selection process.

3.0 General Description of Construction Process and Site-Specific Requirements

Immediately after City issues the Notice to Proceed to Contractor, or by such time otherwise required by City, Contractor shall prepare a proposed construction schedule for the Project that Contractor must submit to City's Project Manager for approval. Once a proposed construction schedule is approved by City's Project Manager, and after City issues a Notice of Proceed to Contractor, a pre-construction meeting shall be held between City's Project Manager, City's Engineer, Contractor's Project Manager, Contractor's Field Supervisor(s), a materials testing firm selected by Contractor, and any other major subcontractors desired by Contractor.

4.0 Schedule of Bid and Construction Activities

A tentative Project schedule, which includes certain, anticipated construction deadlines, is included in the **Special Provisions** being provided with these Instructions and other Bid materials. Such schedule and deadlines represent estimates by City and are subject to change to the extent deemed necessary by City in its sole discretion.

5.0 Addenda

Any interpretations, corrections, or changes to these Instructions, or to any bidding or Project materials being provided herewith, and any extensions or changes to the deadlines or other dates set forth herein or in any of the bidding or Project materials being provided herewith, will be made by way of written Addenda to these Instructions issued by City's Project Manager, who shall have sole and absolute authority to issue and authorize such Addenda. Such Addenda will be, and shall be considered, added to and a part of these Instructions and shall be retained at City's administrative offices, and copies of such Addenda shall also be emailed to all prospective Offerors reasonably identified by City as having received a copy of these Instructions. All Addenda shall be acknowledged on the Bid Schedule, and by submitting a Bid an Offeror shall thereby acknowledge receipt of all Addenda.

All questions about these Instructions, or the bidding or Project materials being provided herewith, must be submitted to City's Purchasing Agent by email at: MacKenzie Erickson, merickson@fruita.org. To the extent interpretations of or clarifications to these Instructions or such other materials are deemed necessary by City in its sole discretion based upon such questions, such interpretations or clarifications will be issued by Addenda hereto that shall be emailed to all prospective Offerors reasonably identified by City as having received a copy of these Instructions. Any questions or requests for clarification concerning these Instructions or other materials provided herewith that are not actually received by City by **2:00 PM on April 17th, 2026**, shall not be answered or addressed by City prior to Bid opening at **2:30 PM on May 7th, 2026**. Only the questions about these Instructions or other materials provided herewith that are answered by City in written Addenda will be binding on City. Oral and other interpretations or clarifications provided by City concerning these Instructions and other materials will be without legal effect and shall not be binding.

6.0 Exceptions and Substitutions

Offerors are responsible for reviewing in their entirety these Instructions, the draft Contract, and the other bidding and Project materials being provided herewith. An Offeror may take exception to, or request substitutions for or alternatives to, any provision contained herein or therein, but such Offeror shall do so at its own risk and any such exceptions, substitutions, or alternatives shall not be binding on City. City reserves the right to accept or reject any and all exceptions, substitutions, or alternatives to these Instructions, the Contract, or any other bidding or Project materials provided herewith or therewith in its sole discretion. When offering an exception, substitution, or alternative to these Instructions, the Contract, or any other bidding or Project materials provided herewith or therewith, the Offeror shall state such exceptions, substitutions, or alternatives on a separate sheet of paper included with such Offeror's Bid.

7.0 Confidential Materials

All Bids and other materials submitted by Offerors and prospective Offerors in response to these Instructions or the Project and bidding materials provided herewith will become public record in accordance with the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 – 24-72-206 (the "Records Act"), and that such Bids and other materials will be subject to public inspection and review after City and Contractor execute and enter the Contract; provided, however, that financial disclosures, trade secrets, and other confidential information that are clearly and conspicuously marked by a submitting Offeror as a **"Confidential Disclosure"**, that are separated or segregated from the non-confidential portions of a Bid (by being included in a separate envelope, for example), and that include a written justification of confidentiality deemed reasonable by City in its sole discretion, shall be treated as confidential by City to the extent allowed under the Records Act ("Confidential Information"). In no event shall complete Bids, nor unit pricing included in a Bid, be considered Confidential Information. In all circumstances, all Bids shall become the property of City with the exception of Confidential Information. City shall only return a Bid to an Offeror if City so elects.

8.0 Required Submittals

- a. Each Bid shall contain a completed Bid Schedule in accordance with this Section 8. A Bid Schedule will not be considered by City to be complete unless all spaces for inserting either unit prices or total prices are filled in and completed. Lump sums and unit costs included in a Bid Schedule shall be, at City's election, contractual obligations binding on the submitting Offeror. The total Project base bid included in a Bid will be used by City to compare Bids and thereby determine and identify the lowest responsive Bid. Any blank on a Bid Schedule that is not completely filled in or completed by the submitting Offeror shall be treated by City as a zero or none (as the case may be).
- b. Each Bid shall contain a completed and signed copy of the Solicitation Response Form found at the end of this bidding packet. Bidder shall acknowledge all Addenda on this form and shall signed by a principal, officer, or other authorized signer of submitting Offeror, which principal, officer, or authorized signer must have the necessary authority to enter into contractual relationships on behalf of such Offeror.

- c. Each Bid shall include a copy of insurance certificates or other evidence of the following minimum insurance requirements:
 - i. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Project work pursuant to these Instructions or under the Contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such policy shall be applicable to all premises and operations of Offeror. Additionally, such policy shall include coverage for: bodily injury; broad form property damage (including completed operations); personal injury (including coverage for contractual and employee acts); blanket contractual liability, independent contractors; products; completed operations; explosion; collapse; and underground hazards. Such policy must also contain a severability of interests provision.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Offeror's owned, hired, and/or non-owned vehicles that will be assigned to or used in performance of Project work. Such policy must also contain a severability of interests provision.
- d. Each Bid shall include a bid bond or other form of guaranty equal to 5% of the total base bid as shown on the bottom of the submitting Offeror's Bid Form. The bid bonds or other forms of guaranties provided by the Offerors of the three lowest, most responsive Bids, as determined by City in its sole discretion, shall be retained by City until Contractor executes the Contract and provides City with guaranties or other performance security required by the Contract, but in no event shall City retain such bid bonds or other guaranties longer than forty-five (45) days after receipt thereof. The bid bonds or other guaranties of all other Offerors shall be returned by City within seven (7) days following selection by City of the winning Bid (i.e., selecting the Contractor).
- e. Each Bid shall include a list of objections to or suggested changes for the draft Contract. If a Bid does not include a list of such objections and changes, City may elect to treat the submitting Offeror as having agreed to all terms of the draft Contract being provided herewith. To list objections to or suggested changes for the Contract as part of a Bid, an Offeror may use the form provided herewith or submit such objections or changes through another format or method acceptable to City.

- f. Each Bid must be either provided to City in a sealed envelope that is clearly and conspicuously marked with **“2026 Street Striping Project”** on its face or submitted electronically through RMEPS or provided to City at its main administrative counter located in the Fruita Civic Center at 325 E. Aspen Avenue, Fruita, Colorado 81521. Late or unsigned Bids will not be accepted or considered by City.
- g. Any handwritten or other alteration to a Bid must be initialed by the signer for the Offeror submitting such Bid. Bids cannot be altered or amended after the Bid submission deadline (2:30 PM on May 7th, 2026). However, an Offeror may withdraw its Bid at any time prior to the execution of the Contract.
- h. Information detailing the qualifications of the Offeror submitting a Bid, or such Offeror’s personnel, is not required to be included with a Bid, but City may require such qualifications or other information at any time from any Offeror prior to entering into and executing the Contract.
- i. All Bids **must be** received by City by or before **2:30 PM on May 7th, 2026**. To be received by City, a Bid must be submitted electronically through RMEPS or provided to City at its main administrative counter located in the Fruita Civic Center at 325 E. Aspen Avenue, Fruita, Colorado 81521. Late or unsigned Bids will not be accepted or considered by City.
- j. At Bid Opening, each Bid will be evaluated by City for responsiveness according to the checklist below. City reserves the right to waive minor discrepancies in the form or content of a Bid, but the following materials **must be** included with a Bid for City to deem such Bid responsive and to review and consider the same. City may reject as non-responsive any Bid that does not include each and all of the following:
 - i. Bid Schedule;
 - ii. Signed Solicitation Response Form;
 - iii. Total base bid amount;
 - iv. A bid bond or other form of guaranty that satisfies Section 8(e) herein; and
 - v. Copies of all insurance certificates necessary to satisfy Section 8(d) herein.

9.0 Conflict of Interest

No City public official or City employee shall have a direct personal or proprietary interest in any Offeror submitting a Bid pursuant to these Instructions. Any indirect interest of a City public official or City employee in an Offeror must be disclosed within such Offeror’s Bid.

10.0 Only One Bid Accepted

An Offeror may only submit one Bid, and City will not consider more than one Bid from an Offeror, whether submitted under the same or different names. Evidence that an Offeror has an interest in more than one Bid (or in the Offeror of another Bid) will be cause for rejection by City of all such Bids. Evidence of collusion or other illegal activities between

Offerors will be considered sufficient cause for the rejection of all Bids so affected by such collection or other illegal activities. Notwithstanding the foregoing, a subcontracted person or entity (for example only, a surveyor or traffic control firm) that has quoted prices to one Offeror is not disqualified from quoting prices to other Offerors, but such subcontracted person may not submit a Bid on its own behalf.

City reserves the right to reject any or all Bids, and to waive any informalities or irregularities in any or all Bids, for any reason, including past project performance by a submitting Offeror.

11.0 Description of Bid Items

Bid Item Descriptions are described and included Section 6 to the Special Provisions being provided with these Instructions. All Bid Items must be priced as complete, in place.

12.0 Public Funds/Non-Appropriation of Funds

Funds for the payment of the Project have been provided through City's budget approved by its City Council for the current fiscal year only. The Taxpayers' Bill of Rights ("TABOR") in Article X, Section 20 to the Colorado Constitution prohibits the obligation and expenditure of public funds by City beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise under the Contract or otherwise past the end of the City's current fiscal year shall be subject to further budget approval. The Contract must and will be subject to, and must contain, a governmental non-appropriation of funds clause. Contractor, by entering the Contract, agrees and acknowledges and shall agree and acknowledge that any failure by City to fund Project obligations as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action against City whatsoever.

13.0 Keep Jobs in Colorado Act

Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% of the laborers on public projects to be residents of Colorado. Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Project work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the City pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, C.R.S. requiring 80% of the laborers on public projects to be residents of . Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

"Public project" is defined as: (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public

improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects. (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year (c) except any project that receives federal moneys.

END OF BID INSTRUCTIONS

SPECIAL PROVISIONS

The Special Provisions listed hereafter are specific to this contract only and do not apply to any other contract. Any provisions stated herein shall take precedence over any other sections of this document. Any conflicting segment shall be void while the special provision is applicable. The Contractor is to review these special provisions and include any costs of these provisions in the applicable pay items of the bid.

1. Project Specifications

- a. **Scope of Work.** The City is requesting bids for the 2026 Street Striping Project, which will consist of striping approximately 360,000 feet of 4" yellow/white/turn line striping (solid and dashed), as needed throughout the City. The Offeror will provide cost per foot in length four inches wide. All lines will be covered in glass beads. The downtown area may be painted at night or early in the morning (together, the "Project"). If there is a cost difference, please note on Bid Sheet "after hours painting" and additional cost per foot.

The project that is the subject of these Instructions consists of painting mostly double yellow center stripes with some dashes. White lines are bike lanes and fog lines. The City will paint hash marks on new streets or recently chip sealed streets to aid in striping. The City will provide a leader truck to assist the painting crew, if desired, at no cost to the Offeror. The Offeror shall provide all traffic control for the project. Excessive wheel tracks through wet paint caused by a lack of cones shall require blackout painting by the Offeror at no additional charge. Determination of excessive tracks will be at the discretion of the City.

- b. **Product Specification.** The paint shall be waterborne and all paints shall meet Federal Specifications TT-P 1952D type I and type II. All paint shall be applied according to the manufacturer's recommendations. The Offeror shall submit manufacturer's testing results and application instructions to the Public Works Department 30 days prior to job start date. No paint substitutions will be allowed without prior approval. Glass bead size and application rate will be specified by the paint manufacturer and provided to the City along with the paint specifications.

2. Pre - Bid Conference

No pre-bid meeting will be held for this project.

3. Tentative Project Schedule

The following schedule provides the general timeline and/or milestones for which the project is anticipated to proceed. The dates presented below are subject to change at the direction of the City. Project schedule to be determined and agreed upon following the acceptance of the bid and negotiation of the contract terms.

Event / Deadline	Date & Time
Advertisement Dates – GJ Sentinel	Saturdays, April 4 and 11, 2026
Plans and Bid Documents Available	April 1, 2026
Project Questions Deadline	April 17, 2026, by 2:00 PM
Final Addenda Issued	April 22, 2026, by 4:00 PM
Bid Opening	May 7, 2026, at 2:30 PM
Notice of Award	May 12, 2026
Start Date	August 17, 2026**
Completion Date	September 1, 2026

**Depending on the date that the 2026 Chip Seal project is completed, the start date might be able to be earlier.

4. Hours of Operation

Contractor may perform work Monday through Friday during daylight hours but may not start or operate equipment and machinery before 7:00 AM. Special approvals for weekend or night-time work, if needed, will be considered on a case-by-case basis.

5. Road Closures, Detours, and Traffic Control

Traffic Control is a Lump Sum bid item. Traffic Control shall be placed in accordance with an approved Traffic Control Plan (“TCP”). The TCP must be submitted for approval with the City of Fruita Public Works Department with the City Excavation and Right Of Way Permit. This Permit will be issued at no charge to the Contractor.

The contractor shall ensure that access to individual parcels / residents (within the construction zone) be maintained at all times, minor delays excepted. The City and the contractor share the responsibility to keep the residents informed of work tasks affecting their property. Contractor shall provide notification of construction schedule to all residents affected at least three days in advance. Door hangers are acceptable. It is the responsibility of the Contractor to minimize the impacts and disturbances as much as practical.

6. Item Descriptions

The following descriptions delineate the work, materials, and how measurements of completed work will be made and paid for regarding each bid item listed in the Bid Schedule. The Bidder is to read these definitions and price their proposal accordingly. The City of Fruita may choose to add, reduce, or eliminate any bid item or combination of bid items so the construction contract shall not exceed the encumbered funds allocated for this project.

Item 1 Mobilization & Demobilization

This pay item includes the Contractor’s cost of moving all materials, equipment, and labor onto the job site, setup, providing a temporary sanitary facility, tear down and removing all debris,

materials, equipment, and labor off the job site, dust abatement during the project, and final cleanup. The price for this item shall include all costs incorporated in performing the work described herein. Payment will be made at 50% of the Lump Sum amount upon initial mobilization, up to 90% during the work, and the final 10% after demobilization and advertisement.

Item 2 Single-lane yellow or white 4" wide

This pay item includes the painting of double yellow center stripes with some dashes and white lines for bike lanes and fog lines.

Item 3 Cost difference for after-hours painting

This pay item includes the cost difference if after-hours painting is to be required for the downtown area of this project. It is expected that the downtown area will only be painted at night or early in the morning.

Item 4 Traffic Control

This pay item for Traffic Control is a Lump Sum bid item. Traffic Control shall be placed in accordance with an approved Traffic Control Plan (TCP). The TCP must be submitted for approval to the City of Fruita Public Works Department with the Right Of Way Permit.

END OF SPECIAL PROVISIONS

Solicitation Response Form

Bid Date: _____

Project: 2026 Street Striping Project

Bidding Company: _____

Name of Authorized Agent _____

Email _____

Telephone _____ Address _____

City _____ State _____ Zip _____

The undersigned Offeror, in compliance with the Bid and having examined the Bidding Instructions, Special Provisions, Bid Schedule, and other portions of the Bid, as well as any and all Addenda to the Bid, and having investigated the location of, and conditions affecting, the proposed Project work, hereby proposes to furnish all labor, materials and supplies, and to perform all work, for the Project in accordance with Project Contract, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the Project work required under the Project Contract, of which the Bid and this Solicitation Response Form are a part.

The undersigned Offeror does hereby declare and stipulate that its Bid is made in good faith without collusion or connection to any other Offerors and that its Bid is made pursuant and subject to all terms and conditions of the Bid and any Addenda thereto, all of which have been examined by the undersigned Offeror. The undersigned Offeror also agrees, if awarded the Project Contract, to provide insurance certificates within ten (10) working days of the date of notification of award from City. Submission of this form with the undersigned Offeror's Bid will be taken by City as a binding covenant that Offeror is and will be prepared to complete the Project in its entirety.

City reserves the right to select a Contractor on the basis of such Contractor's Bid being deemed most favorable, to waive any formalities or technicalities, and to reject any or all Bids or other offers. It is further agreed that this form may not be withdrawn by an Offeror for a period of sixty (60) calendar days after the Submission Deadline. Closing time. Submission by Offerors of clarifications and revised Bids automatically establish a new thirty-day (30) non-withdrawal period.

- Prices in the undersigned Bid have not knowingly been disclosed with another Offeror and will not be disclosed prior to selection of an Offeror by City as Contractor.
- Prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition between Offerors.
- No attempt has been or will be made to induce any other Offeror, whether person or firm, to submit a Bid for the purpose of restricting competition.
- The individual signing this Bid on behalf of Offeror certifies they are a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the Bid with regard to supporting documentation and prices provided.
- Direct purchases by City are tax exempt from Colorado sales or use taxes (Tax exempt No. 09801205). The undersigned Offeror certifies that no federal, state, county, or municipal tax will be added to the quoted prices in the Bid.
- City payment terms for the Project Contract shall be Net 30 days.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Bid. State number of Addenda received: _____.

It is the responsibility of Offeror to ensure all Addenda have been received and acknowledged. By signing below, the undersigned Offeror agrees to comply with all terms and conditions contained herein.

Authorized Signature: _____ Title: _____