



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 8th day of January, 2021 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Municipal Emergency Services (MES), hereinafter in the Contract Documents referred to as the "Contractor."

The Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as IFB-4819-20-SH SCBA Units.

The Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

In consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
b. Solicitation Documents for the Project and all Addenda; IFB-4819-20-SH;
c. Contractors Response to the Solicitation

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

Term: The term of this Contract shall be for one (1) year from date of signing. Upon mutual agreement, this contract may be renewed up to three additional one-year periods.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Four Hundred Seventy Two Thousand, Four Hundred Thirty dollars (\$472,430.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Ken Watkins
Title: Ken Watkins, Fire Chief

1/8/2021 | 11:14 MST
Date

MUNICIPAL EMERGENCY SERVICES (MES)

DocuSigned by:
By: Michael Blackburn
Title: Michael Blackburn, Vice President

1/8/2021 | 10:29 MST
Date



INVITATION FOR BIDS

IFB-4819-20-SH

SCBA UNITS

ONLY FIRMS WHO HAVE BEEN PREAPPROVED THROUGH THE TESTING PROCESS DESCRIBED IN SECTION 3 WILL BE ALLOWED TO BID.

RESPONSES DUE:

November 23, 2020 prior to 2:30 P.M.

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

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

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

PURCHASING REPRESENTATIVE:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 **Issuing Office:** This Invitations for Bids (IFB) is issued by the City of Grand Junction (City) on behalf of the Grand Junction Fire Department (GJFD).
- 1.2 **Purpose:** The GJFD is requesting competitive bids from qualified and interested firms to replace all Self-Contained Breathing Apparatus (SCBA) currently in service.

IFB Questions:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.3 **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.5. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.6 **Confidential Material:** All materials submitted in response to this IFB shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City Attorney. If denied, the proposer shall have the opportunity to withdraw its entire bid, or to remove the confidential or proprietary restrictions. **Neither cost nor pricing information, nor the total proposal, shall be considered confidential or proprietary.**
- 1.7 **Open Records:** All bids shall be read aloud in the Bid Opening. Trade secrets and confidential information contained in the bid so identified by Bidder as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

- 1.8 Submission:** Each proposal shall be submitted in electronic format only, and only through <https://www.bidnetdirect.com/colorado>. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.9. Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.10. Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.11. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered

- 1.12. Solicitation documents:** The complete IFB and bidder's response compose the Solicitation documents. Copies of bid documents can be obtained from the City Purchasing website, www.gjcity.org/business-and-economic-development/bids/, as well as the Rocky Mountain E-Purchasing System at www.bidnetdirect.com/colorado.
- 1.13. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
- a. Examine the solicitation documents thoroughly;
 - b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Bidder's observations with the solicitation documents, and;
 - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the solicitation documents within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the solicitation documents. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the solicitation documents with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the solicitation documents.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the solicitation documents are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.14. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.15 Addenda:** All Questions shall be submitted in writing to the City Purchasing Representative. Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through BidNet at www.bidnetdirect.com/colorado. Addenda will also be posted on the City of Grand Junction web page at www.gjcity.org/business-and-economic-development/bids. Offerors shall acknowledge receipt of all addenda in their response.
- 1.16 Late Responses:** Responses received after the time and date specified, whether delivered or mailed, will not be considered and will be returned to the respondent unopened. It is the sole responsibility of each respondent to ensure that their submittals arrive at the City Clerk's Office prior to the time and date specified.
- 1.17 Rejection of Submittals:** The Owner reserves the right to accept or reject any or all submittals received in response to this solicitation. The Owner further reserves the right to waive any informalities and/or minor irregularities in submittals received, if deemed to be in the best interest of the Owner.
- 1.18 Submittal Ownership:** All materials submitted with regard to this solicitation become the property of the Owner and will only be returned at the Owner's option.
- 1.19. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.20. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.21. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.22. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or

specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.

- 1.23. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.24. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
 - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.
- 1.25. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.
- 1.26 Expenses:** Expenses incurred by prospective respondents in preparation, submission, and presentation of this IFB are the responsibility of the respondents and cannot be charged to the Owner.
- 1.27 Assignment:** The selected firm shall not sell, assign, transfer or convey any contract resulting from this IFB in whole or in part without prior written approval from the Owner. Any claims for payment due to the provider from the Owner under this contract may not be assigned to a bank, trust company, or other financial institution or bankruptcy trustee without the prior written approval by the Owner.
- 1.28 Indemnification:** The selected firm shall defend, indemnify and save harmless the City of Grand Junction and/or Mesa County, State of Colorado, and all their respective officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any

injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the selected firm or of any of the firm's agent, employee, sub-consultant or supplier in the execution of, or performance under, any contract which may result from Bid award. The selected firm shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

SECTION 2.0: INSURANCE AND BONDING REQUIREMENTS

Insurance Requirements: The selected firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The selected firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) 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 the firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), (c), and (d) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the HDD, its officers, or its employees, or carried by or provided through any insurance pool of the HDD, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 3.0: SCOPE OF SERVICES

- 3.1 Summary:** The purpose of this specification is to solicit bids from vendors experienced in providing Self Contained Breathing Apparatus (SCBA) for use by the Grand Junction Fire Department (GJFD). These specifications describe a SCBA unit using the latest technology and equipment.
- 3.2 Project Description:** This solicitation will consist of two steps.
- 3.2.1 First,** prospective vendors must submit sample or demo units for testing by the GJFD Evaluation Committee. **Testing will be done M-F, 8:00 A.M. to 3:30 P.M. from September 14 through October 30, 2020.** The window for testing may be altered based on the number of firms submitting units. SCBA Units shall be sent to Captain Gareth Parks, Grand Junction Fire Department, 625 Ute Avenue, Grand Junction, CO 81501; phone 970-590-7065; garethp@gjcity.org.
- 3.2.2 Second,** if testing produces favorable results, Vendors will be invited to submit a bid in response to this solicitation. Vendors shall submit a sufficient quantity of units for testing. SCBA units will be supplied at vendor's expense.
- 3.3 Qualification:** In order to qualify as a prospective vendor of SCBA units, vendors shall meet and comply with all aspects of these specifications.
- 3.4 Product:** Products that are not tested as part of this solicitation will not be considered. Pricing will be allowed only on prequalified products.
- 3.5 Pricing:** Prices shall be presented on the basis of cost per SCBA unit F.O.B. Grand Junction Fire Department, 625 Ute Avenue, Grand Junction, CO 81501. Based on the cost per unit, the total cost will be computed in terms of the number of SCBA units to be replaced.
- 3.6 SCBA Product Specifications:** The SCBA product minimum specifications are as follows:
- 3.6.1** Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- 3.6.2** Air Cylinders will be a minimum of 45 minutes cylinders (4500psi) based on the NIOSH breathing rate of 40 liters per minute.
- 3.6.3** Air cylinders shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with working pressures of 4500 psig.
- 3.6.4** All air cylinders will be lightweight, composite type cylinders with aluminum alloy inner shell, with a total wrap of carbon fiber, fiberglass, and epoxy resin.
- 3.6.5** The SCBA shall meet NOISH 42 CFR, PART84 for Chemical, Biological, Radiological, and Nuclear Protection (CBRN).
- 3.6.6** The SCBA shall be compliant to NFPA 1981, 2019 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- 3.6.7** The SCBA shall be compliant to the NFPA 1982, 2018 Edition, Standard on Personal Alert Safety Systems.

- 3.6.8 If the SCBA includes an integrated self-rescue device, the device must be compliant to NFPA 1983, 2017 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
- 3.6.9 All Electronic components must meet UL 913 Class I, Groups C and D, Class II, Groups E, F, and G, Hazardous locations for being intrinsically safe.
- 3.6.10 The SCBA face piece shall be high heat resistant.
- 3.6.11 The SCBA face piece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the face piece.
- 3.6.12 The SCBA shall have a warranty period for as long as the SCBA is owned by the original purchaser.

3.7 **Optional Requirements:** Please provide prices for the following in the space indicated on the Bid Form found in Section 4.

3.7.1 Associated thermal imaging technology with SCBA.

3.7.2 Pricing for associated upgrades and other accessories.

3.8 **SCBA Quantities:** There is no guarantee of a minimum or maximum quantity of units during the supply agreement. Nor is there any guarantee of an award as a result of this solicitation. GJFD estimates the need to replace all 66 SCBA units across the entire department.

3.9 **SCBA Testing:** Each unit will be tested side by side with the existing units using normal operating procedures. **The SCBA units will be provided for testing at no cost to GJFD.**

3.10 **Technical Support Services:** The Contractor shall be required, at no cost to GJFD, to provide onsite technical assistance as needed. In case of emergency, the SCBA supplier will be required to provide onsite technical assistance within 24 hours of notification.

3.11 **Tentative Project Schedule:**

IFB Available	September 1, 2020
SCBA Testing and Evaluation	September 14 – October 30, 2020
Inquiry Deadline, no questions after this date	November 13, 2020
Addendum due, if needed	November 17, 2020
Response Deadline	November 23, 2020 prior to 2:30 PM

3.12 **Contract Period:** The initial contract period shall be for 12 months beginning upon award. The contract may, upon mutual agreement of the supplier and the City, be extended under the terms and conditions of the contract for up to three (3) additional one (1) year contract periods, contingent upon appropriation by the City Council and satisfaction of both parties.

SECTION 4.0: BID FORM

Bid Date: _____

Project: IFB-4819-20-SH "SCBA UNITS"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____ **Telephone** _____

Address _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Solicitation documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Solicitation documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Solicitation documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

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

Company: _____

Authorized Signature: _____

Title: _____

ONLY FIRMS WHO HAVE BEEN PREAPPROVED THROUGH THE TESTING PROCESS DESCRIBED IN SECTION 3 WILL BE ALLOWED TO BID.

Base Bid:

- 1. STATE price per SCBA Unit: \$ _____
- 2. STATE Unit Brand and Model: _____

Optional Equipment:

- 1. Associated thermal imaging technology with SCBA \$ _____
- 2. Pricing for associated upgrades per SCBA \$ _____
- 3. List any other accessories per SCBA with descriptions:
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

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

Company: _____

Authorized Signature: _____

Title: _____

Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.



Purchasing Division

ADDENDUM NO. 1

DATE: September 4, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: SCBA Units IFB-4819-20-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

- 1. Question:** Is there an opportunity to present to the SCBA committee? I would like to meet with them and present our offering and go through the SCBA prior to leaving them for the demo. There are a lot of new technology and features I want to make them aware of prior to them testing them.

Answer: Yes, there is an opportunity to meet with members of the committee to present the test units and go through the operating procedures. Please contact Captain Gareth Parks at garethp@gjcity.org or 970-590-7065 to reserve your time slot. Presentations will be organized as follows:

- a. Times available will be on September 10 and 11 in one hour increments beginning at 9:00 A.M. each day.
- b. If more than one dealer is providing the same manufacturer's unit for testing, all dealers will be expected to coordinate their presentations into one with a focus on the manufacturer and the unit being provided.
- c. After the one hour presentation, each dealer will be given 15 minutes to represent their firm and the benefits of their customer service and maintenance, etc.
- d. There will be a 15 minute break in between presentations to allow one firm to pack up and leave and the next firm to set up and prepare for their presentation.

NOTE: Firms will be allowed to provide separate SCBA units for testing; units for general field testing and separate units for live burn testing, provided all units are the same brand and model. Live burn testing will take place October 7, 8 and 9.

- 2. Question:** 3.2.1 – How many demo units are required for testing? It says sample or demo units but need to know specifically the number that is required.

Answer: The GJFD would like several units if your firm can provide them. Up to 6 units would be ideal.

3. **Question:** 3.6.12 – Our manufacturer offers a 15 Year Warranty on their SCBA airpacks as a traditional warranty but if they provide a letter stating it would do that specific warranty as outlined in the bid would that suffice?

Answer: Yes. Documentation of the warranty is required.

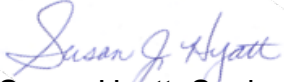
4. **Question:** 3.10 – Due to COVID and the New NFPA 2018 certification, we have not been able to get the proper certification to meeting this requirement. If trained before the deadline of November 23rd, would that suffice?

Answer: The face piece needs to be part of the unit being tested from September 14 through October 30.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: October 1, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: SCBA UNITS IFB-4819.20-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarification:

1. **The Due date and time for Bids shall be to allow for award during October 2020.**
2. Section 3.11 Tentative Project Schedule shall up updated/modified as follows:

Tentative Project Schedule:

- | | |
|--|-------------------------------------|
| • IFB Available | September 1, 2020 |
| • SCBA Testing and Evaluation | September 14 – October 16, 2020 |
| • Inquiry Deadline, no questions after this date | October 7, 2020 |
| • Addendum due, if needed | October 12, 2020 |
| • Bids due | October 21, 2020 prior to 2:30 P.M. |

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Susan J. Hyatt".

Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado

SECTION 4.0: BID FORM

Bid Date: October 21, 2020

Project: IFB-4819-20-SH "SCBA UNITS"

Bidding Company: Municipal Emergency Services (MES)

Name of Authorized Agent: Michael Blackburn

Email mblackburn@mesfire.com **Telephone** 303-501-4562

Address 700 W. Mississippi Ave, Unit E3

City Denver **State** CO **Zip** 80223

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Solicitation documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Solicitation documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of n/a percent of the net dollar will be offered to the Owner if the invoice is paid within n/a days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Solicitation documents.

State number of Addenda received: 2

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

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

Company: Municipal Emergency Services (MES)

Authorized Signature: Michael J. Blackburn Digitally signed by Michael J. Blackburn
Date: 2020.10.21 12:11:22 -06'00'

Title: Vice President Western Zone Sales

ONLY FIRMS WHO HAVE BEEN PREAPPROVED THROUGH THE TESTING PROCESS DESCRIBED IN SECTION 3 WILL BE ALLOWED TO BID.

Base Bid:

1. STATE price per SCBA Unit: \$ 6,017.00 (1 back frame, 2 bottles, 1 face piece)
2. STATE Unit Brand and Model: SCOTT Air-Pak X3 Pro 2018 Edition

Optional Equipment:

1. Associated thermal imaging technology with SCBA \$ 6 units included \$499.00 additional units
2. Pricing for associated upgrades per SCBA \$ n/a
3. List any other accessories per SCBA with descriptions:

Universal Enhanced Buddy Breathing System UEBSS	\$ 350.00
Spare C5 Vision Mask	\$ 287.00
Quick Disconnect Regulator	\$ 150.00
Bone Conduction Bluetooth Communications per face piece	\$ 1,000.00

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

Company: Municipal Emergency Services (MES)

Authorized Signature: Michael J. Blackburn  Digitally signed by Michael J. Blackburn
Date: 2020.10.21 12:11:31 -06'00'

Title: Vice President Western Zone Sales

Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.



10/21/2020

3M SCOTT X3 PRO AIR-PAK BID SPECIFICATIONS

City of Grand Junction Fire Department



MES
MUNICIPAL EMERGENCY SERVICES

700 W. Mississippi Avenue, Unit E3, Denver, CO 80223
Main Phone 303-722-7223 - Fax 303-781-4573

MES & SCOTT Background

Established in 2001 Municipal Emergency Services has quickly grown to be the largest supplier of Scott Air-Paks in North America. With 3 Outside sales representatives, 2 mobile service technicians, and 1 in-house service center located in Denver Colorado we can assure that our customers are purchasing quality name brand equipment that remains functioning to the appropriate NFPA and manufacturer's specifications throughout the life of the product.

MES supports its customers with a nationwide warehousing system that carries over \$4 Million of Scott Air-Paks and accessories in stock to meet the immediate needs of our customers.

3M Scott Safety respiratory and personal protective equipment is America's most trusted name in Fire SCBA, second to none. The Air-Pak X3 Pro combines high-performance material selection with an easy-to-remove harness for cleaning, decontamination, and serviceability. With minimal water absorption, the new harness assembly can be machine laundered to minimize contamination and reduce long-term carcinogen exposure.

We appreciate that Grand Junction Fire has been a long time user of Scott airpaks and we look forward to many more years with MES and 3M Scott.

Sincerely,

Charlie Williams

Outside Salesman – Southern Colorado

Municipal Emergency Services, Inc

700 W. Mississippi Ave Unit E3

Denver, CO 80223

CELL: 719-464-6350

OFFICE: 303-722-7223

MES SCBA Bid Notes

SCOTT's new Warranty for the X3 Air-Pak Is **AS LONG AS YOU OWN IT.**

One Air-Pak (UNIT) includes one Scott X3 Pro back-frame, one C5 Vision face piece and two 45 min Snap Change Cylinders. Grand Junction to receive 1 free cylinder with each airpack purchased.

MES bid package will include QTY: 6 SEEK Thermal Imagers at No Cost to Grand Junction. Each SEEK thermal after that will be \$499.00 each

MES offers free SCOTT Technician training to become a Certified Technician.

Options to X3 C5 Face Piece:

SCOTT Offers a new Bluetooth Bone Communications option with its new C5 Platform. MES will bid this as an option due to the fact that none of our competitors can match this technology.

Options to our SCOTT Air-Pak:	Additional:
• Spare C5 Vision Facepiece	\$287.00
• Quick Disconnect Regulator	\$150.00
• Universal Enhanced Buddy Breathing System UEBSS:	\$350.00
• Seek Gear Keeper TIC Lanyard	\$35.00
• Seek Reveal Fire Pro Thermal Imager	\$499.00
• Bone Conduction Bluetooth Communications add option per mask add:	\$1000.00



700 W. Mississippi Ave
STE E3
Denver, CO 80223

Quote

Date 10/20/2020
Quote # QT1412561
Expires 11/19/2020
Sales Rep Williams, Charles
PO # SCOTT SCBA Project
Shipping Method FedEx Ground

Bill To

Ship To

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
200129-01A			Snap-Change Cylinder, Carbon-Wrapped Short & Stubby, Pressure 4500, 45 Minutes (at 40 lpm)	66	0.00	0.00
200129-01A			Snap-Change Cylinder, Carbon-Wrapped Short & Stubby, Pressure 4500, 45 Minutes (at 40 lpm)	66	930.00	61,380.00
FP1LK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Large Face Seal, Kevlar Headnet, No Spare Headnet	26	287.00	7,462.00
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	99	287.00	28,413.00
FP1SK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Small Face Seal, Kevlar Headnet, No Spare Headnet	7	287.00	2,009.00
Scott X3	X8914023005...		X8914023005304 Scott X3 Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, EZ Flo C5 Regulator with Standard Hose, No EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	66	4,800.00	316,800.00
RQ-FFAX			Seek Reveal Fire PRO	6	0.00	0.00
RT4-4504			SEEK TIC Gear Keeper with Aluminum Carabiner	6	0.00	0.00

Subtotal 416,064.00
Shipping Cost (FedEx Ground) 0.00
Total \$416,064.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1412561