



Purchasing Division

Invitation for Bid
IFB-4977-22-SH

BUNKER GEAR

Responses Due:

December 16, 2021 prior to 2:30 P.M. Local Time

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-
Purchasing 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, Senior Buyer

susanh@gjcity.org

Phone (970) 244-1513

NOTE: All City solicitation openings will continue to be held virtually.

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.

Invitation for Bids

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1. Instructions to Bidders

- 1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for provide a product that meets the needs of the Grand Junction Fire Department. All requirements and scope of work should be verified by Bidders prior to submission of bids.

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.

- 1.2. **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.
- 1.3. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.4. **Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, 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.) Please view our “**Electronic Vendor Registration Guide**” at www.gjcity.org/501/Purchasing-Bids for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Please join Bunker Gear Bid Opening IFB-4977-22-SH on December 16, 2021 at 2:30 P.M. on GoTo from your computer using the Chrome browser. <https://app.goto.com/meet/110813421>
You can also dial in using your phone.

**Dial-In
(646) 749-3335
Access Code
110-813-421**

- 1.5. **Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached and should give the amounts both in words and in figures and must be signed and acknowledged by the bidder.

Bidder 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.

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.

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 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.

- 1.6. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.7. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website at www.gjcity.org/501/Purchasing-Bids.
- 1.8. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.9. **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 response time.
- 1.10. **Addenda & Interpretations:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening date shall be made by a written Addendum by the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.

- 1.11. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.12. Offers Binding 60 Days:** Unless 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.
- 1.13. 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.
- 1.14. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 1.15. Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

2. General Contract Conditions

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation or progress. The Contractor shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.4. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice

to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Contractor's expense.

2.6. Insurance Requirements: The selected Contractor 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 Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor 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. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. 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:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum 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 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 Contractors 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 paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.7. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its 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 Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.8. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.9. OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.10. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of product/material receipt. The date of commencement of the contract is the date established in the Contract Documents.
- 2.11. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the products/materials under the Contract Documents. Upon receipt of the products/materials or written notice that the products/materials is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the products/materials acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- 2.13. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- 2.14. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.

- 2.15. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.16. Confidentiality:** All materials submitted in response to this Solicitation 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”** and uploaded as a separate document 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 Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- 2.18. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.19. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
- 2.19.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.19.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.19.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.21. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.22. Failure to Deliver:** In the event of failure of the Contractor to deliver products/materials in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the products/materials from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.23. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.24. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.25. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.28. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.29. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.30. Venue:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.31. Expenses:** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.32. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.33. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.
- 2.34. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.35. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner 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 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 Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the

Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.35.1. "Public Works 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.

2.36. Definitions:

2.36.1. The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.36.2. "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.36.3. "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

3. Specifications and Special Conditions & Provisions

- 3.1. General:** The City of Grand Junction Purchasing Division is accepting competitive pricing on behalf of the Grand Junction Fire Department (GJFD) for protective Bunker Gear (turnout coat and pant) for approximately 125 individuals.

Delivery costs of the product to the City of Grand Junction must be included in the bid price.

- 3.2. Scope:** The successful Contractor shall supply the most current up-to-date fir protective Bunker Gear/Turnout Gear. Mobility and design are critical factors in determining award.

3.2.1. Items shall be complete with all equipment and accessories necessary for safe and efficient use and shall be delivered as complete units.

3.2.2. If any of the units vary from the specification, such variations shall be listed in writing with explanation as part of the submitted Bid.

3.2.3. The completed Bid shall not include components or finished units that are of a sample nature.

- 3.3. Specifications:** Specifications are found in [Exhibit A](#). Fill out [Exhibit A](#) completely and return [Exhibit A](#) with Bid Form.

3.4. Special Conditions & Provisions:

3.3.1 Quantities: Stated quantities are estimates only. There is no guarantee of a minimum or maximum number of sets.

3.3.2 Measure and Fit: The awarded contractor shall come on site to personally measure and fit each employee to ensure proper sizing.

3.3.5 Price: Pricing shall be all inclusive, to include, but not be limited to: on-site measuring, materials, shipping/freight, etc.

All prices shall be "F.O.B. Destination Freight Pre-Paid and Allowed". The Owner shall not pay, nor be liable, for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.3.7 Minimum Order Quantities: The bidder shall not establish a minimum order quantity for items under contract.

3.3.8 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.9 Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The purchase order number
- The name of the article and stock number
- The quantity ordered
- The quantity shipped
- The quantity back ordered
- The name of the vendor(s)

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

The Owner has determined that the brand name, model name/numbers meets the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

3.5. IFB Tentative Time Schedule:

- | | |
|--|-----------------------------|
| • Invitation for Bids available | November 23, 2021 |
| • Inquiry deadline, no questions after this date | December 6, 2021 |
| • Addendum Posted | December 8, 2021 |
| • Submittal deadline for proposals | December 16, 2021 |
| • Contract execution | on or about January 6, 2022 |

3.6. Questions Regarding Scope of Services:

Susan Hyatt, Senior Buyer
susanh@qjcity.org

3.7 Contract Period: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. 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), one (1) year contract periods, contingent upon appropriation by the City Council and satisfaction of both parties.

4. Bid Form

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

Item 1: Turnout Coat \$ _____ **each**

Item 2: Turnout Pant \$ _____ **each**

TOTAL FOR SET: \$ _____ **per set**

Total Written: _____ **Dollars per set**

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 Contract Documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract 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. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

Authorized Signature: _____

Title: _____

Include [Exhibit A](#) with this Bid Form

EXHIBIT A

VERIFIED CONTAMINATION CONTROL PACKAGE (carcinogen reduction or cancer reduction package):

The turnout coat and pant shall have particulate blocking materials that block particulate ingress in PPE interface areas to include coat-to-glove, coat-to-pant, and pant-to-boot interfaces and closures. The turnout must be tested to the Particle Inward Leakage Test (section 7.20.1.1 of NFPA 1971, 2018 ed) and have the marketing claim verified by a third party to show no ingress at turnout coat, pant, glove, boot interfaces and closures.

COMPLIANT **EXCEPTION**

Insert 3rd Party Verification # (if available) or documentation information here: _____

PARTICULATE BLOCKING WRISTLETS

An internal wristlet shall consist of a 2-ply knit Isodri or equivalent wristlet. Wristlet shall have a non-fluorinated durable water repellent (DWR) not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. A layer of DuPont Nomex Nano Flex or equivalent shall be inside the wristlets to help reduce particulate ingress. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

COMPLIANT **EXCEPTION**

PARTICULATE BLOCKING WAIST GUARD

An internal waist guard, consisting of a facecloth quilted to a layer of Nomex Nano or equivalent particulate blocking material and a layer of spunlace. The facecloth of the core guard shall be a different color than the coat thermal liner to show differentiation. The core guard shall be 8" in length with 2" elastic at the bottom of the guard shall be set to the coat thermal liner to help provide a secure interface between the coat and pant to help reduce particulate ingress in the abdomen/chest area. The waist guard shall be constructed in such a way that no additional steps are required to engage it when donning. It secures in place when the closure is zipped.

COMPLIANT **EXCEPTION**

COAT FRONT CLOSURE DESIGN: The complete outer shell coat front closure design shall consist of a front closure system completely protected by an outside storm flap which shall have its own, independent storm flap closure system.

COMPLIANT **EXCEPTION**

STORM FLAP: A storm flap measuring not less than 2 1/2" wide and extending the full length of the coat shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

COMPLIANT **EXCEPTION**

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a #9 thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to left bottom for fast closure and exit. The storm

flap closure shall consist of 1.5" wide (red) hook and loop attachment with loop fastener sewn on the left front of the coat, and corresponding hook fastener sewn with four rows lockstitch on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware. The (red) hook and loop Or another form of indicator when the coat is not properly closed shall be exposed when the coat is not properly closed.

COMPLIANT **EXCEPTION**

PARTICULATE BLOCKING CALF GUARD

An internal guard shall consist of a 2-ply knit for comfort and superior recovery. Guard shall have an a non-fluorinated durable water repellent finish. A layer of DuPont Nomex Nano Flex or equivalent shall be inside the guard to help reduce particulate ingress. Guard shall be stitched and bound to the thermal liner providing extended particulate protection.

COMPLIANT **EXCEPTION**

PARTICULATE BLOCKING ELASTIC CUFF

The bottom of the pant leg liner approximately 2" up from the bottom shall incorporate a full circumference elastic band inside the liner to help promote a secure interface between the liner and boot.

COMPLIANT **EXCEPTION**

STANDARDS

All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING (2018 Edition), FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

COMPLIANT **EXCEPTION**

All components and composites used in the construction of garments shall be third party tested, certified, and listed for compliance to NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting (2018 Edition). The label of the third-party certification organization shall denote certification.

COMPLIANT **EXCEPTION**

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

COMPLIANT **EXCEPTION**

COMPOSITE PERFORMANCE

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 35 when tested in accordance with NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting (2018 Edition).

COMPLIANT **EXCEPTION**

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 205 when tested in accordance with NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting (2018 Edition).

COMPLIANT **EXCEPTION**

The Heat Transfer Index rating shall be a minimum of 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and a minimum of 25 seconds for the knee when measured at 8 psi.

COMPLIANT **EXCEPTION**

OUTER SHELL MATERIAL

7 oz PBI® MAX or equivalent: +/- 7.0 oz./sq. yd. 70% "PBI Dominant" PBI®/PARA-ARAMID or equivalent spun yarns/30% 600 denier PARA-ARAMID or equivalent filament in a twill weave with extremely durable water repellent finish. Color shall be Black.

COMPLIANT **EXCEPTION**

PF Zero or equivalent: Outer shell material shall be free of PFAS.

COMPLIANT **EXCEPTION**

MOISTURE BARRIER MATERIAL

CROSSTECH® BLACK (Type 2F) or equivalent: META-ARAMID or equivalent substrate laminated to a lightweight breathable, ePTFE or equivalent membrane; weighing 4.7 oz./sq. yd. **(Code 7)**

COMPLIANT **EXCEPTION**

THERMAL LINER MATERIAL

ISODRI® or equivalent

Center Cut (Code C): The thermal liner shall be comprised of Glide Ice™ or equivalent high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz./sq. yd. The META-ARAMID or equivalent filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Spun yarns comprised of 30% META-ARAMID or equivalent and 10% Lenzing FR or equivalent with superior wicking characteristics shall be used to promote moisture management within the garment. The Glide Ice™ or equivalent face cloth shall be quilted to one layer of apertured (11-13 apertures/sq. inch) spunlace aramid or equivalent (85% META-ARAMID/15% PARA-ARAMID) weighing approximately 1.5 oz./sq. yd. with a durable water repellent finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying. An additional layer of 3.0+ oz./sq. yd. META-ARAMID or equivalent Chambray face cloth with a durable water repellent finish shall be positioned toward the outer shell. This layer provides additional thermal insulation and is treated with a durable water repellent finish to promote minimal moisture storage in the garment as well as promote rapid drying (total weight +/- 8.0 oz./sq. yd.)

COMPLIANT **EXCEPTION**

STRESS POINTS

All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42-stitch minimum bartack.

COMPLIANT **EXCEPTION**

REFLECTIVE TRIM

All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment.

Trim shall be 3" Ventilated Scotchlite™ Triple Trim (red/orange or lime/yellow), or Oralite Diamond Plate Trim (lime/yellow).

COAT – Coat trim shall be applied as follows:

New York Pattern: One 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" above the cuff; one 3" strip shall be set around each sleeve just above the elbow; one 3" strip shall be set full circumference at the chest.

PANT – Pant trim shall be applied as follows:

One strip set full circumference around the bottom of the cuff 2" - 3" from the bottom cuff.

COMPLIANT **EXCEPTION**

LETTERING

Size 3" letters of Scotchlite™ in color lime/yellow, shall be set arched on yoke to read, "GRAND JUNCTION" and straight on yoke beneath to read "FIRE DEPT". 3" letters of Scotchlite™ in color lime/yellow shall also be set on hem lettering patch to read "FF NAME".

COMPLIANT **EXCEPTION**

SIZES

Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular, and long. Male and female sizing is available.

COMPLIANT **EXCEPTION**

NOTE: All measurements are approximate and have an industry standard +/- tolerance. Positioning of parts on smaller size garments also may vary due to limited space available on smaller chest and waist sizes.

SIZING

The vendor agrees that they will provide sizing services for all personnel when bunker gear needs to be purchased to ensure that the proper sizes are ordered. This will occur on an as needed basis and will not be the responsibility of the department.

COMPLIANT **EXCEPTION**

LABELING

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

DO NOT REMOVE THIS LABEL.

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION.

MADE IN THE U.S.A.

COMPLIANT

EXCEPTION

TRACKING LABEL SYSTEM

There shall be a bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a unique serial number and shall be able to withstand customary wash and wear cycles. There shall also be a label with the minimum of the following information:

- A. Unique serial number
- B. Item description (brand, model, material color)
- C. Lot information (date of mfg., size, etc.)
- D. Material description
- E. The standard to which the garment is compliant

COMPLIANT

EXCEPTION

PACKAGING

Each Coat and Pant shall be packaged in a dark plastic bag in order to provide protection during shipping and prior to first use.

COMPLIANT

EXCEPTION

USER INFORMATION GUIDE

Each garment shall include a hang tag with a website address that links to an online, electronic User Information Guide with information required by NFPA 1971. This guide shall include:

A. PRE-USE INFORMATION

- Safety considerations
- Limitations of use
- Garment marking recommendations and restrictions
- A statement that most performance properties of the garment cannot be tested by the user in the field
- Warranty information

B. PREPARATION FOR USE

- Sizing/adjustment
- Recommended storage practices

C. INSPECTION

- Inspection frequency and details

D. DON/DOFF

- Donning and doffing procedures
- Sizing and adjustment procedures
- Interface issues

E. USE

- Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132

F. MAINTENANCE AND CLEANING

- Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried
- Inspection details
- Maintenance criteria and methods of repair where applicable
- Decontamination procedures for both chemical and biological contamination

G. RETIREMENT AND DISPOSAL

- Retirement and disposal criteria and considerations

H. DRAG RESCUE DEVICE (DRD)

- Use, inspection, maintenance, cleaning, and retirement of the DRD

COMPLIANT **EXCEPTION**

WARRANTY

Each garment shall have a limited lifetime warranty against defects in material and workmanship.

COMPLIANT **EXCEPTION**

COUNTRY OF ORIGIN

The garments shall be manufactured in the United States.

COMPLIANT **EXCEPTION**

FEDERAL REGULATIONS

In the past three-year period has your firm, or any of its principals, been convicted or has a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property?

YES **NO**

IF YES, please explain.