



Purchasing Division

NOTICE OF AWARD RENEWAL-5183-23-SH

January 11, 2023

Steve Morris
Sea Western
12815 NE 124th Street, Suite H
Kirkland, WA 98034

**SOLICITATION DESCRIPTION: FIRST (of Three) ANNUAL RENEWAL FOR
IFB-4977-22-SH Bunker Gear**

Dear Mr. Morris,

You are hereby notified that your firm's contract has been renewed to provide **Bunker Gear** for the City of Grand Junction as referenced in the original contract. This annual extension continues to include the necessary work as required in the original contract documents.

The 2023 contract price will continue to include the increase authorized in September 2022 by the Fire Department changing the turnout coat from \$2060 to \$2099 and the turnout pant from \$1374 to \$1399, PLUS a 5% allowable increase overall for 2023, resulting in the following:

Turnout Coat is \$2,203.95

Turnout Pant is \$1,468.95

This contract renewal shall be from **January 20, 2023 to January 20, 2024.**

If you have any questions or need to discuss this extension, please call me at 970-244-1513.

Sincerely,

Susan J. Hyatt, C.P.M, CPPB
City of Grand Junction
Purchasing Division

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Renewal is hereby acknowledged:

Contractor: Sea-Western Inc.

By: Steve Morris 

Title: President

Date: January 11th 2023

SeaWestern, Inc
P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: 425-821-5858
Email: Info@seawestern.com
www.seawestern.com

Bill To:
Suzanne Erickson Grand Junction Fire Department 625 Ute Avenue Grand Junction, CO 81501

Ship To:
Maranda Jones Grand Junction Fire Department 625 Ute Ave. Grand Junction, CO 81501

Date	01/05/2023
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Customer No.	11986
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Quote No.	QUO13430
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Sales Rep
Brandon Vanaman (720) 429-8444 bvanaman@seawestern.com

Expires	Attention	Delivery	FOB
12/31/2023			

Qty	Unit	Part Number	Description	Unit Price	Extended Price
1	EA	RAINIER COAT	LION V-FORCE TURNOUT RAINIER COAT BLACK PBI MAX PER PSGQ27135	2,203.95	2,203.95
1	EA	RAINIER PANT	LION V-FORCE TURNOUT RAINIER PANT BLACK PBI MAX PER PSGQ27135	1,468.95	1,468.95

Total \$3,672.90

*Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable
Shipping is not included in the price unless stated otherwise*



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 20th day of January, 2022 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 SeaWestern, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, 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-4977-22-SH Bunker Gear.

WHEREAS, 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;

NOW, THEREFORE, 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-4977-22-SH
c. Contractors Response to the Solicitation
d. Work Change Requests (directing that changed work be performed)
e. Field Orders
f. Change Orders.

ARTICLE 2

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

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 Five Thousand Two Hundred Twelve Dollars (\$405,212.00)**. 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. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1) the Owner has accepted such Work as completed according to the Contract Documents; 2) the Contractor is entitled to final payment therefore; 3) thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4) persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

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

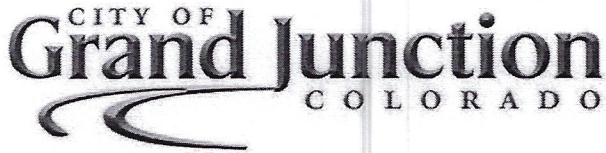
DocuSigned by:
By: Susan Hyatt
Title: Senior Buyer

2/2/2022
Date

SEAWESTERN, INC.

DocuSigned by:
By: Ryan Muirhead
Title: Purchasing Manager

2/2/2022
Date



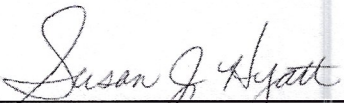
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NOTICE OF INTENT TO AWARD

Date: December 17, 2021
Contractor: Sea-Western, Inc.
Project: Bunker Gear IFB-4977-22-SH

The City of Grand Junction has considered your Bid for Bunker Gear in response to the above referenced Solicitation.


Sea-Western is hereby notified that the Bid received in the amount of **\$384,608.00** was accepted. This total was obtained by using the bid amount of \$3,434 per set for 112 individuals. The remaining sets will be ordered at a later date. The contract will require City Council approval at the City Council Meeting scheduled for January 5, 2022.

Once Council approval is obtained, a formal Contract will be executed.



Susan Hyatt, Senior Buyer

Receipt of this Notice to Award is hereby acknowledged:

Contractor:
By: 
Title: Purchasing Manager
Date: 12/17/21

The Contractor is required to return an acknowledged copy of this Notice of Award to the City.



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

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Bid Form

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@gjcity.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: SeaWestern Inc

Name of Authorized Agent: Ryan Muirhead

Email info@seawestern.com

Telephone 425-821-5858 Address 12815 NE 124th St, Suite H

City Kirkland State WA Zip 98034

Item 1: Turnout Coat \$ 2060 each

Item 2: Turnout Pant \$ 1374 each

TOTAL FOR SET: \$ 3434 per set

Total Written: Three thousand four hundred thirty four 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 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 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: 1.

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: Ryan Muirhead

Digitally signed by Ryan Muirhead
Date: 2021.12.15 15:58:43 -08'00'

Title: Purchasing Manager

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: B950426

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.



Purchasing Division

ADDENDUM NO. 1

DATE: December 7, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Bunker Gear IFB-4977-22-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:

Question 1. If awarded bid, what is the expected product receive date?

Answer: As noted in Section 3.5, the contract will be awarded about January 6, 2022. The product received date is desired immediately, but actual delivery will depend on the contractor's schedule. Using an order date of January 6, 2022, please state your anticipated delivery in the bid response.

Question 2. Are in person presentations of gear accepted prior to bid close date? We sell a different brand of gear that would be beneficial to show to the committee prior to close date of bid.

Answer: No. Please submit gear information with your bid. Include any brochures or other information available and be sure to mark Exhibit A, the bid response, correctly.

Question 3. What timeline would sizing need to be completed by?

Answer: It is anticipated the awarded contractor would begin measuring and sizing in late December.

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". The signature is written in a cursive style and is positioned above the printed name and title.

Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado



P.O. Box 51, Kirkland, Washington 98083
Phone (425) 821-5858 / Fax (425) 823-0636 / Toll Free 1-800-327-5312
www.seawestern.com / E-mail: info@seawestern.com

Grand Junction

Purchasing Division Invitation for Bid IFB-4977-22-SH

Purchasing Representative: Susan Hyatt, Senior Buyer
susanh@gjcity.org
Phone (970) 244-1513

SeaWestern is honored to compete for the City of Grand Junction Fire Department turnouts. We have provided the most competitive bid pricing possible for the department for the Lion brand of turnouts.

The current economic conditions have made bidding all protective clothing items challenging. We have provided the department with the most competitive pricing possible under this current market stress. There are a few things that we would like to highlight that are driving price increases in the firefighter protective garment industry:

1. **COVID-19 Pandemic** - Caused widespread disruption to the global economy, resulting in labor shortages, delivery delays, fluctuations in supply and demand, and extreme inflation. According to the most recent Producer Price Index for synthetic textile fibers, prices are up another 3% from September and over 22% from last October. US inflation hit a 31-year high in October.
2. **Labor Absenteeism and Shortages** - During the last 18 months we have experienced plant shut-downs due to COVID-19 outbreaks. These outbreaks coupled with government subsidies paid to workers have led to turnover rates of 48 percent in Lion's plants. These events have led to wage escalation of 40 percent in their plants to recruit and retain workers.
3. **Supply Chain** –
 1. DuPont has executed 3 separate price increases in the last 27 months that total a 28.3 percent increase for Nomex and Kevlar fibers (9/19 – 8%, 9/21 – 8%, 2/22 – 10%). These increases have been virtually immediate. Much of these increases have been absorbed by garment manufacturers. The latest announced increase of 10 percent effective, February 2022, cannot be absorbed.
 2. Transportation costs have and are predicted to continue to increase above 10 percent.

Thank you for your consideration of our bid response for the fire department's turnouts.

Thank you,

Steve Morris
SeaWestern Inc.

News Release



September 5, 2019
For Immediate Release

Contact:

Anna Schlotterbeck
Trade Marketing Manager
phone: (937) 415-2829 | fax: (937) 913-5667
aschlotterbeck@lionprotects.com
www.lionprotects.com

REDZONE™ NOW THE ONLY UL VERIFIED PARTICULATE BLOCKING FIREFIGHTER TURNOUT GEAR

DAYTON, OH – LION is taking action to increase the protection of firefighters by testing its RedZone turnout gear with Underwriters Laboratories (UL) to the NFPA 1971, Optional Standard for Liquid and Particulate Protective Ensemble. UL Verification is an objective, science-based assessment that confirms the accuracy of marketing claims. The independent assessment process scrutinizes the validity of specific advertising or promotional statements, giving individuals a way to separate verified fact from fiction.

As verified by UL, RedZone is now the only particulate blocking firefighter turnout gear proven to have no ingress at the turnout coat, pant, glove, boot interfaces and closure points, giving firefighters another layer of protection against hazardous particulates contained in smoke and soot. Additionally, RedZone performs consistently with existing turnout standards for heat stress management and mobility, requires no change in the donning/doffing process, and is certified to meet NFPA 1971; 2018 ed.

Developed in partnership with the Department of Homeland Security (DHS), Science and Technology Directorate (S&T) and the North Carolina State University Textile Protection and Comfort Center (TPACC) as part of the Dayton, Ohio-based PPE company's overall contaminant control effort, LION RedZone is specifically designed to reduce exposure of potentially dangerous particulates into garments worn by firefighters. The firefighters' new PPE is also designed to provide the same level of fit, comfort and mobility as LION's high-performance V-Force® turnout gear but includes enhanced protection from exposure at key interface areas in the core, wrist and lower body.

"We are very proud of our work to address the issue of cancer in the fire service by increasing the protection of first responders against carcinogens and harmful particulates, as well as increasing awareness and advocating for their safety," said Mark Smith, senior vice president of LION Americas. "This mission is at the core of everything we do. From offering 'cleaner', safer training solutions, proper, verified ISP [Independent Service Provider] gear cleaning & repair, and RedZone personal protective equipment- LION is poised to be there for the industry to supply solutions that are focused on the overall safety AND health of those who risk their lives to protect us every day."

For more information on LION's RedZone Contaminant Control package, visit <https://www.lionprotects.com/firefighter-turnout-gear-redzone>. To review full details of the Underwriter's Laboratory procedures and results, visit <https://verify.ul.com/verifications/237>.

- END -

About LION

Founded in 1898 and headquartered in Dayton, Ohio, LION is a family-owned company with a legacy and ongoing vision of introducing new products and services designed to ensure the health, safety and performance of the first responders worldwide. From game-changing personal protective equipment (PPE) and professional gear maintenance to state-of-the-art fire safety training tools and facilities, LION's mission is to make sure that you're READY FOR ACTION -- before, during and after. To learn more, visit www.lionprotects.com.

**No ingress at
turnout coat,
pant, glove, boot
interfaces and
closures**



SeaWestern, Inc
P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: 425-821-5858
Email: Info@seawestern.com
www.seawestern.com

Bill To: Mark Velman Grand Junction Fire Department 625 Ute Avenue Grand Junction, CO 81501		Ship To: Mark Velman Grand Junction Fire Department 625 Ute Avenue Grand Junction, CO 81501		Date	12/15/2021
				Customer No.	11986
				Quote No.	QUO8176
				Sales Rep Mitch Harr Mitch@seawestern.com	
Expires	Attention	Delivery	FOB		
01/10/2023	Sean Hazelhurst				

Qty	Unit	Part Number	Description	Unit Price	Extended Price
1	EA	Rainier V-Force Coat	SeaWestern Lion Rainier V-Force Coat - ISODRI System with BLACK PBI MAX Outershell, 32" Length, C7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Raglan Sleeve Design, Black Fusion Material Coat Cuffs, 3" Yellow Ventilated Triple Trim in New York Trim Pattern, 9" x 9" X 2" Handwarmer Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters) Add Red Zone	2,060.00	2,060.00
1	EA	Rainier V-Force Pant	SeaWestern Lion Rainier V-Force Pant - ISODRI System with BLACK PBI MAX Outershell, C7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Contoured Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3" Yellow Ventilated Triple Trim, 9" x 10" x 2" Full Below Pocket on Left Side, Tool Pocket on Right Side, Zipper Closure on 2" Kevlar Belt System, Boot Cut with V-Back Suspenders with Button Suspender Attachment Add Red Zone	1,374.00	1,374.00

Total \$3,434.00

*Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable*