



INTENT TO AWARD

Date: June 5, 2015
Company: Excel Fire Protection
Project: Intent to Award IFB-4046-15-NJ

Based upon review of the bid responses received for IFB-4046-15-NJ Fire Suppression Services, you have been selected to provide the item(s) listed below. It is the intent of the City to award the aforementioned contract to your company as is listed in the IFB documents as **“Categories I, II, III”**, and your response. The complete intended contract award is as follows:

Category	Awarded Company (Intended)
Category I	Excel Fire Protection
Category II	Excel Fire Protection
Category III	Excel Fire Protection
Category IV	Colorado West Fire Protection

Please feel free to contact me with any questions at 970-244-1533.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

Nicholas C Jones, Buyer _____

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Intent to Award is hereby acknowledged:

Company: **Excel Fire Protection** _____

By: **Keith Decker** _____

Title: **Operations Manager** _____

Date: **June 8, 2015** _____



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this 15th day of June, 2015 by and between the City of Grand Junction, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Excel Fire Protection hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses 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 Fire Suppression Services IFB-4046-15-NJ.

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; IFB-4046-15-NJ;
c. Intent to Award
d. Contractors Response to the Solicitation

ARTICLE 2

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

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. 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 or Mesa County Board of County Commissioners 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.

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/Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in four counterparts.

CITY OF GRAND JUNCTION

DocuSigned by:
Nicholas Jones
By: _____
C185534D7282435...
Title: Buyer

6/16/2015 | 07:33 MT

Date

(Excel Fire Protection)

DocuSigned by:
Keith Decker
By: _____
1F4EA474D4FC47B...
Title: Operations Mgr.

6/15/2015 | 16:16 MT

Date



Purchasing Division

Invitation for Bids

IFB-4046-15-NJ

Fire Suppression Services

Responses Due:

June 2, 2015 prior to 3:30 PM MDT

Accepting Electronic Responses Only

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

<https://www.rockymountainbidsystem.com/default.asp>

(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:

Nicholas C Jones, Buyer

nickj@gjcity.org

Phone (970)244-1533

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/Mesa County 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
FIRE SUPPRESSION SERVICES

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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 all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Services for the City of Grand Junction Facilities Division. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. **Mandatory Site Visit/Briefing:** **Prospective bidders are required to attend a site visit/briefing on Tuesday, May 19, 2015 at 9:00 AM MDT. Meeting location shall be at 333 West Avenue Building B (Facilities), Grand Junction, CO 81501.** The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. **The Owner:** The Owner is the City of Grand Junction and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Delivery of Bids:** **Each bid response shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *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 <http://www.gjcity.org/BidOpenings.aspx> 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**). The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Offeror as such will be treated as confidential by the City of Grand Junction (City)/ Mesa County (County) to the extent allowable in the Open Records Act.
- 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.
- 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, http://www.gjcity.org/Purchasing_Information.aspx.
- 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:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at http://www.gjcity.org/Purchasing_Information.aspx and/or BidNet at www.rockymountainbidsystem.com. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided in written addendum form from the City Purchasing Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.
- 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.

2. General Contract Conditions for Construction Projects

- 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, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 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, the Bidder represents that he/she has familiarized himself 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 any one, 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 in the technical specifications and drawings contained 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 and/or Mesa County, 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 and progress. The Bidder 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, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work 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 repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.6. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.7. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.8. Insurance Requirements:** The selected Bidder 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 Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder 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. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with

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

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

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

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

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

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

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

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

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b) and (c) above shall be endorsed to include the City and/or County, and the City's and/or County'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.

- 2.9. 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.
- 2.10. 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. 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.
- 2.11. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed or Purchase Order. If there is no Notice to Proceed, it shall be the date of the Contract/Purchase Order or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.12. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.13. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work 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 work acceptable under the Contract

Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.14. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.15. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.16. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.18. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether

or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.19. 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 amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.21. 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.
- 2.22. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.23. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.
- 2.24. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services 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.

- 2.25. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.25.1.** 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.
 - 2.25.2.** 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.
 - 2.25.3.** 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.
- 2.26. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers 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).
- 2.27. 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.
- 2.28. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services 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.
- 2.29. 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.
- 2.30. 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.

- 2.31. 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.
- 2.32. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.33. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.34. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.35. 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 IFB.
- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue:** Any agreement as a result of responding to this IFB 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.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.39. 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.
- 2.40. 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 will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.41. 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 will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective 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 will indicate their specific delivery and invoicing instructions.
- 2.42. 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. 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).

2.42.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

3. Statement of Work

3.1. General: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Services for the City of Grand Junction Facilities Division. All dimensions and scope of work should be verified by Bidders prior to submission of bids.

3.2. Contractor Responsibilities:

- 3.2.1.** The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified.
- 3.2.2.** The successful contractor shall provide all inspections reports and inventory records and shall supply them with each invoice submitted for payment.
- 3.2.3.** Calls for service on expended fire extinguishers are to be responded to within 3 business days.
- 3.2.4.** The contractor shall supply the Owner with a means of contacting them in an emergency i.e., phone number(s), pager number(s), etc.
- 3.2.5.** The successful contractor or his personnel shall not proceed with any work on Owner sites, facilities, or equipment without the prior approval of the Facilities Manager or their designee.
- 3.2.6.** The job site shall be maintained in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

- 3.2.7. Any damages to Owner property as the result of negligence caused by the successful contractor or his personnel shall be repaired at the contractor's expense by a contractor approved by the Owner.
- 3.2.8. All fire extinguishers must be inspected on an annual basis. A copy of the current schedule is attached.
- 3.2.9. The fire extinguishers shall be inspected at each location on-site. The inspection shall include placing a new tag on the equipment.
- 3.2.10. When fire extinguishers are removed to be serviced, they shall be returned to their original building and original location, this is for inventory purposes. If an extinguisher has been removed from a fleet vehicle or equipment to be serviced, a replacement must be housed in the unit until such time as the original one was returned.
- 3.2.11. All extinguishers shall be filled to their proper amount and might be spot checked at any time during the contract for verification.
- 3.2.12. Inspections shall take place during normal business hours. The scheduling shall be discussed with the awardee and the Facilities Manager or their designee.
- 3.2.13. If the contractor notices a code/compliance issue with one of the fire extinguishers, their brackets, etc., they shall immediately bring it to the attention of the Facilities Manager or their designee. All brackets should have correct fitment according to the manufacturer's recommendation.
- 3.2.14. The contractor shall be responsible for the recycling and/or disposal of obsolete fire extinguishers.

3.3. Owner Responsibilities:

- 3.3.1. The Owner will assist the awarded contractor in scheduling and arranging access to the required facilities and equipment to render service. The contractor and its employees may be subject background checks in order to access certain facilities. Fees for background checks shall be covered by the Owner.

3.4. Special Conditions & Provisions:

- 3.4.1. **Quantity:** This Invitation for Bids or subsequent contract shall not guarantee **minimum** or maximum quantities. The Owner has attempted to provide the estimated quantity on hand in **Attachment A**. The Owner reserves the right to add units and/or equipment to be inspected under this contract at the same pricing and terms contained in this bid.

3.4.2. Price: Fees for all services and items shall be all-inclusive to include parts, delivery, labor, travel and any other associated fees. Prices and fees shall remain firm for the entire contract period. If the contractor's cost or fees for items awarded are increased, the contractor may apply to the Contract Manager for a contract price review. No review shall be allowed prior to the end of the contract anniversary date. The Contract Manager must be notified in writing thirty (30) days prior to any price increase effective date.

3.4.3. Invoicing: Invoices must clearly show itemized list of parts, service performed and location. Invoices shall be submitted by building, site (such as park), or in the case of vehicles, by the similar group (i.e. solid waste vehicles, Police vehicles, etc.) All invoices shall be submitted to:

City of Grand Junction
Facilities Division
333 West Avenue Bldg. B
Grand Junction, CO 81504

3.4.4. All work performed on fire extinguishers to be done in accordance with NFPA Chapter 10, or most current reference.

3.4.5. All work performed on overhead automatic fire extinguisher systems to be done in accordance with NFPA Chapter 96, or most current reference.

3.5. Mandatory Site Visit/Briefing: Prospective bidders are required to attend a site visit/briefing on Tuesday, May 19, 2015 at 9:00 AM MDT. Meeting location shall be at 333 West Avenue Building B (Facilities), Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.6. IFB Tentative Time Schedule:

- | | |
|--|--------------|
| • Invitation for Bids available | May 8, 2015 |
| • Mandatory Site Visit | May 19, 2015 |
| • Inquiry deadline, no questions after this date | May 26, 2015 |
| • Addenda Issued by | May 27, 2015 |
| • Submittal deadline for Responses | June 2, 2015 |

3.7. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer
City of Grand Junction
nickj@gjcity.org

- 3.8. Award:** It is the intent of the Owner to award all Categories identified in section 4.0 to a single contractor, although, the Owner reserves the right to make award by categories to multiple vendors. Responses and pricing submitted by the contractor shall not be contingent on award of all or multiple categories.
- 3.9. Contract:** The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the Owner agree that this Invitation for Bids or subsequent contract may, upon mutual agreement of the supplier and the Owner, 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. Contractor's Bid Form

Bid Date: _____

Project: IFB-4046-15-NJ "Fire Suppression Services"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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.

PRICE BID SCHEDULE: IFB-4046-15-NJ Fire Suppression Services

Company: _____

1. Category I: Fire Systems

Location	Address	Inspection Frequency	Per Inspection Fee
City Hall	250 N. 5 TH Street.	Annual	
Fire Administration	625 Ute Ave.	Annual	
Fire Station One	620 Pitkin	Annual	
Fire Station Two	2827 Patterson	Annual	
Fire Station Five	2155 Broadway	Annual	
Public Safety Building	555 Ute Avenue	Annual	
Stadium	12 th Street and North Ave.	Annual	
Two Rivers Convention Center	159 Main Street	Annual	
Avalon Theater	625 Main Street	Annual	

2. Category II: Inert Gas Systems

Location	Address	Inspection Frequency	Per Inspection Fee
City Hall Server Room	250 N. 5 th Street	Semi-Annual	
City Hall – UPS Room	250 N. 5 th Street	Semi-Annual	
Public Safety Building – Server Room	555 Ute Avenue	Semi-Annual	
Public Safety Building – Radio Room	555 Ute Avenue	Semi-Annual	
Public Safety Building – UPS Room	555 Ute Avenue	Semi-Annual	

3. Category III: Fire Extinguisher Price Sheet

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
2.5 LB ABC					
5 LB ABC					

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
10 LB ABC					
20 LB ABC					
2.5 LB Halotron					
5 LB Halotron					
5 LB CO2					
10 LB CO2					
15 LB CO2					
6 Liter Wet Chemical (K)					
2.5 Gal.					
Disposal fee for Fire Extinguisher:					

4. Category IV: Kitchen Hood Price Sheet

Location	Address	Inspection Frequency	Per Inspection Fee
Lincoln Park Golf	800 Mantlo Circle	Annual	
Stadium	12 th Street and North Ave.	Annual	
Two Rivers Convention Center	159 Main Street	Annual	
Tiara Rado	2057 South Broadway	Annual	

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

Company: _____

Authorized Signature: _____

Title: _____

Attachment A

Fire Extinguisher Quantity's By Location

Location	Current Quantity**				
	2.5 LB	5 LB	10 LB	20 LB	OTHER
Municipal Campus Bldg. A	7	11	8	–	–
Municipal Campus Bldg. B	–	1	–	–	–
Municipal Campus Bldg. C	–	2	13	–	One 15 LB (CO2)
Municipal Campus Bldg. D	1	4	–	–	–
Municipal Campus Bldg. E	–	1	2	–	–
Municipal Campus Bldg. H	–	–	2	–	–
Municipal Campus Bldg. I	–	2	–	–	–
CNG & Diesel Fuel Stations	–	–	8	–	–
Rood Garage	–	3	–	–	–
Senior Rec. Building	–	2	–	–	–
Lincoln Park Golf	1	5	–	–	One 6 Liter (K)
Lincoln Park Pool	–	2	1	–	–
Parks Operations	3	8	2	–	–
Parks Admin.	–	2	–	–	–
Stadium	–	2	6	–	–
Parks Vehicles	32	–	2	–	–
Columbine/Kronkright Park	1	3	–	–	–
Cemetery	2	2	–	1	–
Orchard Mesa Pool	–	–	7	–	–
Tiara Rado Golf Course	–	4	5	2	One 6 Liter (Wet Chem.)
City Hall	–	1	16	–	Two 5 LB (Halotron)
Two Rivers Convention Center	3	3	12	–	One 6 Liter (Wet Chem.)
Avalon Theater	1	–	12	–	–

Location	Current Quantity**				
	2.5 LB	5 LB	10 LB	20 LB	OTHER
Evidence Storage	–	2	2	–	–
Streets Maintenance Vehicles	24	5	1	–	One 2.5 LB (1)
Storm Water Maintenance Vehicles	2	–	–	–	–
Street Cleaning Vehicles	5	2	–	–	–
Fleet Vehicles	2	1	–	–	–
Traffic Vehicles	3	3	1	–	–
Recycling	3	10	2	–	–
Water Department Vehicles	14	2	–	–	Two 5 LB (CO2) One 5 LB (Halotron)
Solid Waste Vehicles	4	13	–	10	–
Fire Station 1	--	--	17	--	--
Fire Station 2	1	7	1	1	One 2.5 Gal (Water) One 2.5 Gal (FFFP)
Fire Station 3	2	3	1	2	One 2.2 Gal (Water) One 2.2 Gal (AFFF)
Fire Station 4	–	3	2	2	One 2.2 Gal (Water) One 1 LB (BC)
Fire Station 5	2	3	4	1	One 2.2 Gal (FFFP)
GJPD Vehicles	49	10	–	–	–
Persigo	5	5	25	–	One 2.5 LB (Halotron) Three 5 LB (Halotron)
Persigo Vehicles	5	2	–	–	–
City water Plant	3	3	1	11	Two 10 LB (CO2) One 2.5 LB (Halotron) One 5 LB (Halotron) One 1 LB (BC)
Visitors Center	–	2	–	–	–
GJ Fire Admin.	–	–	8	–	–
GJ Police Department	–	4	25	–	–

**These numbers are meant to be a guide and in no way are inclusive of all existing fire extinguishers. Any existing additional units that are not defined above should also be included in the maintenance program.



Purchasing Division

ADDENDUM NO. 1

DATE: May 21, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Fire Suppression Services IFB-4046-15-NJ

Offerors 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 clarifications:

1. **Mandatory Site-Visit Sign-In Sheet:** The Sign-In Sheet from the Mandatory Site-Visit held for this Solicitation is attached to this Addendum 1.
2. **Contractors Bid Form:** An updated "Contractors Bid Form" and "Price Bid Schedule" has been attached to this Addendum 1. The Addendum 1 Bid Form and Schedule shall be submitted as part of the Contractors Response to the Solicitation.
3. **Inspection Reports:** The most recent available Inspection Reports have been uploaded to the Rocky Mountain E-Purchasing Website.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Nicholas C. Jones".

Nicholas C Jones, Buyer
City of Grand Junction, Colorado

4. Addendum 1 Contractor's Bid Form

Bid Date: _____

Project: IFB-4046-15-NJ "Fire Suppression Services"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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.

ADDENDUM 1 PRICE BID SCHEDULE: IFB-4046-15-NJ Fire Suppression Services

Company: _____

1. Category I: Fire Systems (Insert N/A if not applicable)

Location	Address	Inspection Frequency	Per Inspection Fee (Annual)	Per Inspection Fee (3 Year)	Per Inspection Fee (5 Year)
City Hall	250 N. 5 TH Street.	Annual			
Fire Administration	625 Ute Ave.	Annual			
Fire Station One	620 Pitkin	Annual			
Fire Station Two	2827 Patterson	Annual			
Fire Station Five	2155 Broadway	Annual			
Public Safety Building	555 Ute Avenue	Annual			
Stadium	12 th Street and North Ave.	Annual			
Two Rivers Convention Center	159 Main Street	Annual			
Avalon Theater	625 Main Street	Annual			

2. Category II: Inert Gas Systems (Insert N/A if not applicable)

Location	Address	Inspection Frequency	Per Inspection Fee (Annual)	Per Inspection Fee (3 Year)	Per Inspection Fee (5 Year)
City Hall Server Room	250 N. 5 th Street	Semi-Annual			
City Hall – UPS Room	250 N. 5 th Street	Semi-Annual			
Public Safety Building – Server Room	555 Ute Avenue	Semi-Annual			
Public Safety Building – Radio Room	555 Ute Avenue	Semi-Annual			
Public Safety Building – UPS Room	555 Ute Avenue	Semi-Annual			

3. Category III: Fire Extinguisher Price Sheet

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
2.5 LB ABC					
5 LB ABC					
10 LB ABC					

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
20 LB ABC					
2.5 LB Halotron					
5 LB Halotron					
Type	Annual Inspection	5 Year Inspection	-----	Re-Charge	Replacement
5 LB CO2			-----		
10 LB CO2			-----		
15 LB CO2			-----		
6 Liter Wet Chemical (K)			-----		
2.5 Gal.			-----		
Disposal fee for Fire Extinguisher:					

4. Category IV: Kitchen Hood Price Sheet (Insert N/A if not applicable)

Location	Address	Inspection Frequency	Per Inspection Fee (Annual)	Per Inspection Fee (3 Year)	Per Inspection Fee (5 Year)
Lincoln Park Golf	800 Mantlo Circle	Annual			
Stadium	12 th Street and North Ave.	Annual			
Two Rivers Convention Center	159 Main Street	Annual			
Tiara Rado	2057 South Broadway	Annual			

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

Company: _____

Authorized Signature: _____

Title: _____

Solicitation Name:	Fire Suppression Services
Solicitation #:	IFB-4046-15-NJ
Date:	5/19/2015
Time:	9:00 AM MDT

SIGN-IN SHEET



	Company Name	Representative Name	Phone	Email
1	Tri County Fire	Chet Thorpe	970-930-0863	CThorpe@TCFire.net
2	Co. West Fire	Jason Bleak	970-434-7578	J.Bleak@TCFire.net
3	Excel Fire Protection	Allen Collins	970-434-4803	allen.c@excelfire.com
4	EXCEL FIRE PROTECTION	Keith Decker	970-434-4803	keithd@excelfire.com
5	Western States Fire	Reggie Black	303-917-0591	reggie.black@wstfp.us
6	WSFTD	Ned Carter	970-309-1243	Ned.Carter@wstfp.us
7	FTS, Inc.	Richard Coltrani	970-589-7702	richardc@fireteamsecurity.com
8	SimplexGunnell	Peter Sampson	970-580-2837	PSampson@SimplexGunnell.com
9				
10				
11				
12				
13				
14				



Purchasing Division

ADDENDUM NO. 2

DATE: May 27, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Fire Suppression Services IFB-4046-15-NJ

Offerors 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 clarifications:

- Question 1:** "I am looking for the device counts for the Public Safety Building. The actual report was included however I am missing the "Inspection and Test Log" this will give me the exact number and types of devices....Also missing device counts is Avalon Theater."
Response: The "Inspection and Test Log" for the Public Safety Building has been uploaded to the Rocky Mountain E-Purchasing Website along with the "Fire Alarm and Emergency Communication System Record of Completion" for the Avalon Theater.
- Question 2:** "I am not seeing much information on the hood systems. Can you please provide number of systems and how many tanks per system if possible?"
Response: Two Rivers kitchen has 4 tanks
Tiara Rado Golf Clubhouse has 1 tank
Lincoln Park Golf Clubhouse has 1 tank
The Stadium has 1 tank

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Nicholas C. Jones".

Nicholas C Jones, Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 1

DATE: May 21, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Fire Suppression Services IFB-4046-15-NJ

Offerors 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 clarifications:

1. **Mandatory Site-Visit Sign-In Sheet:** The Sign-In Sheet from the Mandatory Site-Visit held for this Solicitation is attached to this Addendum 1.
2. **Contractors Bid Form:** An updated "Contractors Bid Form" and "Price Bid Schedule" has been attached to this Addendum 1. The Addendum 1 Bid Form and Schedule shall be submitted as part of the Contractors Response to the Solicitation.
3. **Inspection Reports:** The most recent available Inspection Reports have been uploaded to the Rocky Mountain E-Purchasing Website.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Nicholas C. Jones".

Nicholas C Jones, Buyer
City of Grand Junction, Colorado

4. Addendum 1 Contractor's Bid Form

Bid Date: _____

Project: IFB-4046-15-NJ "Fire Suppression Services"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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.

ADDENDUM 1 PRICE BID SCHEDULE: IFB-4046-15-NJ Fire Suppression Services

Company: _____

1. Category I: Fire Systems (Insert N/A if not applicable)

Location	Address	Inspection Frequency	Per Inspection Fee (Annual)	Per Inspection Fee (3 Year)	Per Inspection Fee (5 Year)
City Hall	250 N. 5 TH Street.	Annual			
Fire Administration	625 Ute Ave.	Annual			
Fire Station One	620 Pitkin	Annual			
Fire Station Two	2827 Patterson	Annual			
Fire Station Five	2155 Broadway	Annual			
Public Safety Building	555 Ute Avenue	Annual			
Stadium	12 th Street and North Ave.	Annual			
Two Rivers Convention Center	159 Main Street	Annual			
Avalon Theater	625 Main Street	Annual			

2. Category II: Inert Gas Systems (Insert N/A if not applicable)

Location	Address	Inspection Frequency	Per Inspection Fee (Annual)	Per Inspection Fee (3 Year)	Per Inspection Fee (5 Year)
City Hall Server Room	250 N. 5 th Street	Semi-Annual			
City Hall – UPS Room	250 N. 5 th Street	Semi-Annual			
Public Safety Building – Server Room	555 Ute Avenue	Semi-Annual			
Public Safety Building – Radio Room	555 Ute Avenue	Semi-Annual			
Public Safety Building – UPS Room	555 Ute Avenue	Semi-Annual			

3. Category III: Fire Extinguisher Price Sheet

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
2.5 LB ABC					
5 LB ABC					
10 LB ABC					

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
20 LB ABC					
2.5 LB Halotron					
5 LB Halotron					
Type	Annual Inspection	5 Year Inspection	-----	Re-Charge	Replacement
5 LB CO2			-----		
10 LB CO2			-----		
15 LB CO2			-----		
6 Liter Wet Chemical (K)			-----		
2.5 Gal.			-----		
Disposal fee for Fire Extinguisher:					

4. Category IV: Kitchen Hood Price Sheet (Insert N/A if not applicable)

Location	Address	Inspection Frequency	Per Inspection Fee (Annual)	Per Inspection Fee (3 Year)	Per Inspection Fee (5 Year)
Lincoln Park Golf	800 Mantlo Circle	Annual			
Stadium	12 th Street and North Ave.	Annual			
Two Rivers Convention Center	159 Main Street	Annual			
Tiara Rado	2057 South Broadway	Annual			

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

Company: _____

Authorized Signature: _____

Title: _____

Solicitation Name:	Fire Suppression Services
Solicitation #:	IFB-4046-15-NJ
Date:	5/19/2015
Time:	9:00 AM MDT

SIGN-IN SHEET



	Company Name	Representative Name	Phone	Email
1	Tri County Fire	Chet Thorpe	[REDACTED]	[REDACTED]
2	Co. West Fire	Jason Blod	[REDACTED]	[REDACTED]
3	Excel Fire Protection	Allen Collins	[REDACTED]	[REDACTED]
4	EXCEL FIRE PROTECTION	Keith Decker	[REDACTED]	[REDACTED]
5	Western States Fire	Reggie Black	[REDACTED]	[REDACTED]
6	WSFTD	Wesley Carter	[REDACTED]	[REDACTED]
7	FTS, Inc.	Richard Coltrani	[REDACTED]	[REDACTED]
8	SimplexGannett	Peter Sampson	[REDACTED]	[REDACTED]
9				
10				
11				
12				
13				
14				



Purchasing Division

Invitation for Bids

IFB-4046-15-NJ

Fire Suppression Services

Responses Due:

June 2, 2015 prior to 3:30 PM MDT

Accepting Electronic Responses Only

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

<https://www.rockymountainbidsystem.com/default.asp>

(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:

Nicholas C Jones, Buyer

nickj@gjcity.org

Phone (970)244-1533

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/Mesa County 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
FIRE SUPPRESSION SERVICES

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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 all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Services for the City of Grand Junction Facilities Division. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. **Mandatory Site Visit/Briefing:** **Prospective bidders are required to attend a site visit/briefing on Tuesday, May 19, 2015 at 9:00 AM MDT. Meeting location shall be at 333 West Avenue Building B (Facilities), Grand Junction, CO 81501.** The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. **The Owner:** The Owner is the City of Grand Junction and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Delivery of Bids:** **Each bid response shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *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 <http://www.gjcity.org/BidOpenings.aspx> 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**). The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Offeror as such will be treated as confidential by the City of Grand Junction (City)/ Mesa County (County) to the extent allowable in the Open Records Act.
- 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.
- 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, http://www.gjcity.org/Purchasing_Information.aspx.
- 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:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at http://www.gjcity.org/Purchasing_Information.aspx and/or BidNet at www.rockymountainbidsystem.com. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided in written addendum form from the City Purchasing Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.
- 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.

2. General Contract Conditions for Construction Projects

- 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, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 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, the Bidder represents that he/she has familiarized himself 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 any one, 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 in the technical specifications and drawings contained 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 and/or Mesa County, 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 and progress. The Bidder 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, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work 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 repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.6. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.7. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.8. Insurance Requirements:** The selected Bidder 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 Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder 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. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with

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

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

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

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

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

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

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

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

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b) and (c) above shall be endorsed to include the City and/or County, and the City's and/or County'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.

- 2.9. 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.
- 2.10. 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. 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.
- 2.11. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed or Purchase Order. If there is no Notice to Proceed, it shall be the date of the Contract/Purchase Order or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.12. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.13. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work 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 work acceptable under the Contract

Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.14. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.15. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.16. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.18. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether

or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.19. 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 amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.21. 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.
- 2.22. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.23. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.
- 2.24. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services 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.

- 2.25. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.25.1.** 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.
 - 2.25.2.** 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.
 - 2.25.3.** 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.
- 2.26. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers 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).
- 2.27. 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.
- 2.28. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services 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.
- 2.29. 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.
- 2.30. 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.

- 2.31. 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.
- 2.32. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.33. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.34. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.35. 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 IFB.
- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue:** Any agreement as a result of responding to this IFB 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.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.39. 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.
- 2.40. 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 will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.41. 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 will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective 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 will indicate their specific delivery and invoicing instructions.
- 2.42. 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. 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).

2.42.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

3. Statement of Work

3.1. General: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Services for the City of Grand Junction Facilities Division. All dimensions and scope of work should be verified by Bidders prior to submission of bids.

3.2. Contractor Responsibilities:

- 3.2.1.** The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified.
- 3.2.2.** The successful contractor shall provide all inspections reports and inventory records and shall supply them with each invoice submitted for payment.
- 3.2.3.** Calls for service on expended fire extinguishers are to be responded to within 3 business days.
- 3.2.4.** The contractor shall supply the Owner with a means of contacting them in an emergency i.e., phone number(s), pager number(s), etc.
- 3.2.5.** The successful contractor or his personnel shall not proceed with any work on Owner sites, facilities, or equipment without the prior approval of the Facilities Manager or their designee.
- 3.2.6.** The job site shall be maintained in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

- 3.2.7. Any damages to Owner property as the result of negligence caused by the successful contractor or his personnel shall be repaired at the contractor's expense by a contractor approved by the Owner.
- 3.2.8. All fire extinguishers must be inspected on an annual basis. A copy of the current schedule is attached.
- 3.2.9. The fire extinguishers shall be inspected at each location on-site. The inspection shall include placing a new tag on the equipment.
- 3.2.10. When fire extinguishers are removed to be serviced, they shall be returned to their original building and original location, this is for inventory purposes. If an extinguisher has been removed from a fleet vehicle or equipment to be serviced, a replacement must be housed in the unit until such time as the original one was returned.
- 3.2.11. All extinguishers shall be filled to their proper amount and might be spot checked at any time during the contract for verification.
- 3.2.12. Inspections shall take place during normal business hours. The scheduling shall be discussed with the awardee and the Facilities Manager or their designee.
- 3.2.13. If the contractor notices a code/compliance issue with one of the fire extinguishers, their brackets, etc., they shall immediately bring it to the attention of the Facilities Manager or their designee. All brackets should have correct fitment according to the manufacturer's recommendation.
- 3.2.14. The contractor shall be responsible for the recycling and/or disposal of obsolete fire extinguishers.

3.3. Owner Responsibilities:

- 3.3.1. The Owner will assist the awarded contractor in scheduling and arranging access to the required facilities and equipment to render service. The contractor and its employees may be subject background checks in order to access certain facilities. Fees for background checks shall be covered by the Owner.

3.4. Special Conditions & Provisions:

- 3.4.1. **Quantity:** This Invitation for Bids or subsequent contract shall not guarantee **minimum** or maximum quantities. The Owner has attempted to provide the estimated quantity on hand in **Attachment A**. The Owner reserves the right to add units and/or equipment to be inspected under this contract at the same pricing and terms contained in this bid.

3.4.2. Price: Fees for all services and items shall be all-inclusive to include parts, delivery, labor, travel and any other associated fees. Prices and fees shall remain firm for the entire contract period. If the contractor's cost or fees for items awarded are increased, the contractor may apply to the Contract Manager for a contract price review. No review shall be allowed prior to the end of the contract anniversary date. The Contract Manager must be notified in writing thirty (30) days prior to any price increase effective date.

3.4.3. Invoicing: Invoices must clearly show itemized list of parts, service performed and location. Invoices shall be submitted by building, site (such as park), or in the case of vehicles, by the similar group (i.e. solid waste vehicles, Police vehicles, etc.) All invoices shall be submitted to:

City of Grand Junction
Facilities Division
333 West Avenue Bldg. B
Grand Junction, CO 81504

3.4.4. All work performed on fire extinguishers to be done in accordance with NFPA Chapter 10, or most current reference.

3.4.5. All work performed on overhead automatic fire extinguisher systems to be done in accordance with NFPA Chapter 96, or most current reference.

3.5. Mandatory Site Visit/Briefing: Prospective bidders are required to attend a site visit/briefing on Tuesday, May 19, 2015 at 9:00 AM MDT. Meeting location shall be at 333 West Avenue Building B (Facilities), Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.6. IFB Tentative Time Schedule:

- | | |
|--|--------------|
| • Invitation for Bids available | May 8, 2015 |
| • Mandatory Site Visit | May 19, 2015 |
| • Inquiry deadline, no questions after this date | May 26, 2015 |
| • Addenda Issued by | May 27, 2015 |
| • Submittal deadline for Responses | June 2, 2015 |

3.7. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer
City of Grand Junction
nickj@gjcity.org

- 3.8. Award:** It is the intent of the Owner to award all Categories identified in section 4.0 to a single contractor, although, the Owner reserves the right to make award by categories to multiple vendors. Responses and pricing submitted by the contractor shall not be contingent on award of all or multiple categories.
- 3.9. Contract:** The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the Owner agree that this Invitation for Bids or subsequent contract may, upon mutual agreement of the supplier and the Owner, 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. Contractor's Bid Form

Bid Date: _____

Project: IFB-4046-15-NJ "Fire Suppression Services"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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.

PRICE BID SCHEDULE: IFB-4046-15-NJ Fire Suppression Services

Company: _____

1. Category I: Fire Systems

Location	Address	Inspection Frequency	Per Inspection Fee
City Hall	250 N. 5 TH Street.	Annual	
Fire Administration	625 Ute Ave.	Annual	
Fire Station One	620 Pitkin	Annual	
Fire Station Two	2827 Patterson	Annual	
Fire Station Five	2155 Broadway	Annual	
Public Safety Building	555 Ute Avenue	Annual	
Stadium	12 th Street and North Ave.	Annual	
Two Rivers Convention Center	159 Main Street	Annual	
Avalon Theater	625 Main Street	Annual	

2. Category II: Inert Gas Systems

Location	Address	Inspection Frequency	Per Inspection Fee
City Hall Server Room	250 N. 5 th Street	Semi-Annual	
City Hall – UPS Room	250 N. 5 th Street	Semi-Annual	
Public Safety Building – Server Room	555 Ute Avenue	Semi-Annual	
Public Safety Building – Radio Room	555 Ute Avenue	Semi-Annual	
Public Safety Building – UPS Room	555 Ute Avenue	Semi-Annual	

3. Category III: Fire Extinguisher Price Sheet

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
2.5 LB ABC					
5 LB ABC					

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
10 LB ABC					
20 LB ABC					
2.5 LB Halotron					
5 LB Halotron					
5 LB CO2					
10 LB CO2					
15 LB CO2					
6 Liter Wet Chemical (K)					
2.5 Gal.					
Disposal fee for Fire Extinguisher:					

4. Category IV: Kitchen Hood Price Sheet

Location	Address	Inspection Frequency	Per Inspection Fee
Lincoln Park Golf	800 Mantlo Circle	Annual	
Stadium	12 th Street and North Ave.	Annual	
Two Rivers Convention Center	159 Main Street	Annual	
Tiara Rado	2057 South Broadway	Annual	

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

Company: _____

Authorized Signature: _____

Title: _____

Attachment A

Fire Extinguisher Quantity's By Location

Location	Current Quantity**				
	2.5 LB	5 LB	10 LB	20 LB	OTHER
Municipal Campus Bldg. A	7	11	8	–	–
Municipal Campus Bldg. B	–	1	–	–	–
Municipal Campus Bldg. C	–	2	13	–	One 15 LB (CO2)
Municipal Campus Bldg. D	1	4	–	–	–
Municipal Campus Bldg. E	–	1	2	–	–
Municipal Campus Bldg. H	–	–	2	–	–
Municipal Campus Bldg. I	–	2	–	–	–
CNG & Diesel Fuel Stations	–	–	8	–	–
Rood Garage	–	3	–	–	–
Senior Rec. Building	–	2	–	–	–
Lincoln Park Golf	1	5	–	–	One 6 Liter (K)
Lincoln Park Pool	–	2	1	–	–
Parks Operations	3	8	2	–	–
Parks Admin.	–	2	–	–	–
Stadium	–	2	6	–	–
Parks Vehicles	32	–	2	–	–
Columbine/Kronkright Park	1	3	–	–	–
Cemetery	2	2	–	1	–
Orchard Mesa Pool	–	–	7	–	–
Tiara Rado Golf Course	–	4	5	2	One 6 Liter (Wet Chem.)
City Hall	–	1	16	–	Two 5 LB (Halotron)
Two Rivers Convention Center	3	3	12	–	One 6 Liter (Wet Chem.)
Avalon Theater	1	–	12	–	–

Location	Current Quantity**				
	2.5 LB	5 LB	10 LB	20 LB	OTHER
Evidence Storage	–	2	2	–	–
Streets Maintenance Vehicles	24	5	1	–	One 2.5 LB (1)
Storm Water Maintenance Vehicles	2	–	–	–	–
Street Cleaning Vehicles	5	2	–	–	–
Fleet Vehicles	2	1	–	–	–
Traffic Vehicles	3	3	1	–	–
Recycling	3	10	2	–	–
Water Department Vehicles	14	2	–	–	Two 5 LB (CO2) One 5 LB (Halotron)
Solid Waste Vehicles	4	13	–	10	–
Fire Station 1	--	--	17	--	--
Fire Station 2	1	7	1	1	One 2.5 Gal (Water) One 2.5 Gal (FFFP)
Fire Station 3	2	3	1	2	One 2.2 Gal (Water) One 2.2 Gal (AFFF)
Fire Station 4	–	3	2	2	One 2.2 Gal (Water) One 1 LB (BC)
Fire Station 5	2	3	4	1	One 2.2 Gal (FFFP)
GJPD Vehicles	49	10	–	–	–
Persigo	5	5	25	–	One 2.5 LB (Halotron) Three 5 LB (Halotron)
Persigo Vehicles	5	2	–	–	–
City water Plant	3	3	1	11	Two 10 LB (CO2) One 2.5 LB (Halotron) One 5 LB (Halotron) One 1 LB (BC)
Visitors Center	–	2	–	–	–
GJ Fire Admin.	–	–	8	–	–
GJ Police Department	–	4	25	–	–

**These numbers are meant to be a guide and in no way are inclusive of all existing fire extinguishers. Any existing additional units that are not defined above should also be included in the maintenance program.



Purchasing Division

SUPPLIER ACKNOWLEDGEMENT

In Witness whereof, the parties hereto have cause this Contract Extension to be duly executed, intending to be bound thereby.

City of Grand Junction

DocuSigned by:
Nicholas Jones
By: _____
C1B5534D72B2435...
Title: Buyer, City of Grand Junction
Nicholas Jones

4/18/2016 | 15:10 MT

Date

Excel Fire Protection

DocuSigned by:
Keith Decker
By: _____
1F4EA474B4FC47B...
Title keith Decker 4/18/2016 | 15:02 MT

4/18/2016 | 15:02 MT

Date



Purchasing Division

work under the Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination or other date specified in the notice, place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

The contract has been established using the Scope of Service in the formal solicitation.

SUPPLIER ACKNOWLEDGEMENT

In Witness whereof, the parties hereto have cause this Contract Extension to be duly executed, intending to be bound thereby.

City of Grand Junction

By: Susan A. Hyatt
Title: Interim Purchasing Supervisor

April 5, 2017
Date

Excel Fire Protection

By: [Signature] Keith Decker, CFO
Title

April 5, 2017
Date



Solicitation Recap

SOLICITATION TITLE:	Fire Suppression Services
SOLICITATION NUMBER:	IFB-4046-15-NJ
OPENING DATE:	6/2/2015
OPENING TIME:	3:30 PM MDT
BUYER:	Nicholas Jones

Company	Excel Fire Protection	SimplexGrinnell	Colorado West Fire Protection	Western States Fire Protection
1 Signed	Yes	Yes	Yes	Yes
2 Pre-Bid Attendance	Yes	Yes	Yes	Yes
3 Addenda Acknowledged (2)	Yes	Yes	Yes	Yes
Category I Inspection Fees: <i>Fire Systems</i>	Annual / 3 Year / 5 Year	Annual / 3 Year / 5 Year	Annual	Annual / 3 Year / 5 Year
4 City Hall	\$650 / \$650 / \$825	\$1850 / \$750 / \$750	\$1,648.00	\$1598 / \$1515 / \$1465
5 Fire Administration	\$450 / \$450 / \$625	\$1330 / \$750 / \$750	\$767.00	\$987 / \$936 / \$905
6 Fire Station One	\$325 / \$325 / \$500	\$1540 / \$750 / \$750	\$767.00	\$987 / \$936 / \$905
7 Fire Station Two	\$425 / \$600 / \$600	\$1800 / \$750 / \$750	\$867.00	\$1085 / \$1029 / \$995
8 Fire Station Five	\$325 / \$325 / \$500	\$1650 / \$750 / \$750	\$742.00	\$987 / \$936 / \$905
9 Public Safety Building (PSB)	\$1200 / \$1200 / \$1275	\$3150 / \$750 / \$750	\$1,996.00	\$1743 / \$1653 / \$1598
9 Stadium	\$600 / \$775 / \$775	\$1610 / \$750 / \$750	\$867.00	\$1598 / \$1515 / \$1331
10 Two Rivers Convention Center	\$1175 / \$1175 / \$1350	\$1780 / \$750 / \$750	\$767.00	\$987 / \$936 / \$905
11 Avalon Theater	\$700 / \$700 / \$875	\$1820 / \$750 / \$750	\$767.00	\$1540 / \$1460 / \$1411
Category II Inspection Fees: <i>Work Gas Systems</i>	Annual	Annual	Annual	Annual / 3 Year / 5 Year
12 City Hall Server Room	\$200.00	\$900.00	\$375.00	\$493 / \$468 / \$452
13 City Hall UPS Room	\$200.00	\$900.00	\$375.00	\$493 / \$468 / \$452
14 PSB Server Room	\$200.00	\$900.00	\$375.00	\$479 / \$454 / \$399
15 PSB Radio Room	\$200.00	\$900.00	\$375.00	\$493 / \$468 / \$452
16 PSB UPS Room	\$200.00	\$900.00	\$375.00	\$479 / \$454 / \$399
Category III Inspection Fees: <i>Fire Extinguishers</i>	Annual / 6 Year / 12 Year	Annual / 6 Year / 12 Year	Annual	Annual / 6 Year / 12 Year
17 2.5 LB ABC (4)	\$3 / \$15 / \$25	\$4.50 / \$25 / \$38	\$4.95	\$5 / \$34 / \$49
18 5 LB ABC (3)	\$3 / \$20 / \$25	\$4.50 / \$35 / \$50	\$4.95	\$5 / \$34 / \$49
19 10 LB ABC (24)	\$3 / \$20 / \$25	\$4.50 / \$45 / \$70	\$4.95	\$5 / \$34 / \$49
20 20 LB ABC	\$3 / \$25 / \$25	\$4.50 / \$55 / \$110	\$4.95	\$5 / \$41 / \$58
21 2.5 LB Halotron	\$3 / \$25 / \$25	\$4.50 / \$40 / \$75	\$4.95	\$5 / \$136 / \$148
22 5 LB Halotron	\$3 / \$25 / \$25	\$4.50 / \$60 / \$85	\$4.95	\$5 / \$250 / \$262
	Annual / 5 Year	Annual / 5 Year	Annual	Annual / 5 Year
23 5 LB CO2	\$3 / \$50	\$4.50 / \$45	\$4.95	\$5 / \$55
24 10 LB CO2	\$3 / \$50	\$4.50 / \$55	\$4.95	\$5 / \$67
25 15 LB CO2	\$3 / \$50	\$4.50 / \$65	\$4.95	\$5 / \$69
26 6 Liter Wet Chemical (K) (8)	\$3 / \$20 / \$30	\$4.50 / \$150	\$4.95	\$5 / \$169 or \$236
27 2.5 Gal	\$3 / \$20	\$4.50 / \$40	\$4.95	\$5 / \$220
Category III Re-Charge/Replacement Fees <i>Fire Extinguishers</i>	Re-Charge/Replacement	Re-Charge/Replacement	Re-Charge/Replacement	Re-Charge/Replacement
28 2.5 LB ABC	\$15 / \$30.48	\$25 / \$38	\$19 / \$30	\$29 / \$46
29 5 LB ABC	\$20 / \$41.6	\$35 / \$50	\$25 / \$45	\$39 / \$59
30 10 LB ABC	\$20 / \$64.48	\$45 / \$70	\$30 / \$65	\$49 / \$85
31 20 LB ABC	\$25 / \$119.21	\$55 / \$110	\$35 / \$135	\$56 / \$179
32 2.5 LB Halotron	\$90 / \$100.30	\$40 / \$165	\$24/lb / \$85	\$136 / \$134
33 5 LB Halotron	\$150 / \$168.08	\$60 / 240	\$24/lb / \$135	\$250 / \$235
34 5 LB CO2	\$31 / \$135.2	\$45 / \$75	\$18 / \$113	\$38 / \$178
35 10 LB CO2	\$62 / \$196.04	\$55 / \$100	\$18 / \$166	\$41 / \$252
36 15 LB CO2	\$93 / \$229.19	\$65 / \$125	\$20 / \$199	\$45 / \$305
37 6 Liter Wet Chemical (K)	\$50 / \$152.17	\$150 / \$205	\$145 / \$199	\$169 or \$236 / \$214
38 2.5 Gal	\$40 / \$143.59	\$40 / \$95	\$20 / \$82	\$329.00
Fire Extinguisher Disposal Fee	\$0.00		\$0.00	\$2.00
Category IV Inspection Fees: <i>Kitchen Hoods</i>	Annual	Annual	Annual	Annual / 3 Year / 5 Year
39 Lincoln Park	\$100.00	\$85.00	\$75.00	\$357 / \$339 / \$327
40 Stadium	\$100.00	\$85.00	\$75.00	\$357 / \$339 / \$327
41 Two Rivers Convention Center	\$195.00	\$85.00	\$75.00	\$594 / \$563 / \$544
42 Tiara Rado	\$100.00	\$85.00	\$75.00	\$357 / \$563 / \$544

Category IV: Kitchen Hoods now part of 2nd Annual Extension - 4360-17-SH for Excel Fire

Attachment A

Category III

Fire Extinguisher Quantity's By Location

Location	Current Quantity**				
	2.5 LB	5 LB	10 LB	20 LB	OTHER
Municipal Campus Bldg. A	7	11	8	-	-
Municipal Campus Bldg. B	-	1	-	-	-
Municipal Campus Bldg. C	-	2	13	-	One 15 LB (CO2)
Municipal Campus Bldg. D	1	4	-	-	-
Municipal Campus Bldg. E	-	1	2	-	-
Municipal Campus Bldg. H	-	-	2	-	-
Municipal Campus Bldg. I	-	2	-	-	-
CNG & Diesel Fuel Stations	-	-	8	-	-
Rood Garage	-	3	-	-	-
Senior Rec. Building	-	2	-	-	-
Lincoln Park Golf	1	5	-	-	One 6 Liter (K)
Lincoln Park Pool	-	2	1	-	-
Parks Operations	3	8	2	-	-
Parks Admin.	-	2	-	-	-
Stadium	-	2	6	-	-
Parks Vehicles	32	-	2	-	-
Columbine/Kronkright Park	1	3	-	-	-
Cemetery	2	2	-	1	-
Orchard Mesa Pool	-	-	7	-	-
Tiara Rado Golf Course	-	4	5	2	One 6 Liter (Wet Chem.)
City Hall	-	1	16	-	Two 5 LB (Halotron)
Two Rivers Convention Center	3	3	12	-	One 6 Liter (Wet Chem.)
Avalon Theater	1	-	12	-	-

Totals 14 13 12

deleted from contract 4/5/2017

Location	Current Quantity**				
	2.5 LB	5 LB	10 LB	20 LB	OTHER
Evidence Storage	-	2	2	-	-
Streets Maintenance Vehicles	24	5	1	-	One 2.5 LB (1)
Storm Water Maintenance Vehicles	2	-	-	-	-
Street Cleaning Vehicles	5	2	-	-	-
Fleet Vehicles	2	1	-	-	-
Traffic Vehicles	3	3	1	-	-
Recycling	3	10	2	-	-
Water Department Vehicles	14	2	-	-	Two 5 LB (CO2) One 5 LB (Halotron)
Solid Waste Vehicles	4	13	-	10	-
Fire Station 1	--	--	17	--	--
Fire Station 2	1	7	1	1	One 2.5 Gal (Water) One 2.5 Gal (FFFP)
Fire Station 3	2	3	1	2	One 2.2 Gal (Water) One 2.2 Gal (AFFF)
Fire Station 4	-	3	2	2	One 2.2 Gal (Water) One 1 LB (BC)
Fire Station 5	2	3	4	1	One 2.2 Gal (FFFP)
GJPD Vehicles	49	10	-	-	-
Persigo	5	5	25	-	One 2.5 LB (Halotron) Three 5 LB (Halotron)
Persigo Vehicles	5	2	-	-	-
City water Plant	3	3	1	11	Two 10 LB (CO2) One 2.5 LB (Halotron) One 5 LB (Halotron) One 1 LB (BC)
Visitors Center	-	2	-	-	-
GJ Fire Admin.	-	-	8	-	-
GJ Police Department	-	4	25	-	-

**These numbers are meant to be a guide and in no way are inclusive of all existing fire extinguishers. Any existing additional units that are not defined above should also be included in the maintenance program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Renee Worrell
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): (970) 243-3914 E-MAIL ADDRESS: renew@hlic.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Everest Indemnity Insurance Co	NAIC #
INSURER B : Secura Insurance Company	22543
INSURER C : Pinnacol Assurance	41190
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	CERTIFICATE NUMBER:	REVISION NUMBER:
----------------	----------------------------	-------------------------

Mining Construction Services, LLC dba Excel Fire Protection
 2264 G Road
 Grand Junction, CO 81505

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		51GL007933-161	12/01/2016	12/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							E & O-Prof	\$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		A-003225020-6	07/09/2016	07/09/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			51CC002987-161	12/01/2016	12/01/2017	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4170437	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Pollution			51GL007933-161	12/01/2016	12/01/2017	Pollution	1,000,000
B	Equipment Floater			CP3225019-6	07/09/2016	07/09/2017	Rented/Leased	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of Grand Junction c/o Mesa County Building Department Dept 5005 PO Box 20000 Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 