

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 03/25/15
ITEM FROM FINANCE COMMITTEE MEETING OF 03/16/15

ISSUE:

15. Request for Approval of Procurement Under Cooperative Price Agreement – Structural Firefighting Personal Protective Clothing for Fire Department; L.N. Curtis and Sons. (Jan Snyder)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Approved procurement under cooperative price agreement for structural firefighting personal protective clothing for fire department with L.N. Curtis and Sons in the amount of \$45,320.

FUNDING SOURCE: 22251.530500

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: March 11, 2015
TO: Finance Committee
FROM: Robert Rodarte, Officer
Purchasing Division
VIA: Oscar S. Rodriguez, Director
Finance Department

SUMMARY: Purchase of Protective Bunker Gear for Fire Department:
Procurement Method: Cooperative: City of Farmington RFB #10-80259A:
Vendor: L. N. Curtis and Sons (Salt Lake City)

The Purchasing Division is requesting to purchase Bunker 22 firefighting bunker gear sets, for the City of Santa Fe Fire Department from the aforementioned City of Farmington Bid, in the total amount of \$45,320.00. L.N. Curtis and Sons, is the awarded vendor under this City of Farmington competitive bid.

Funding for this purchase is available in Business Unit 22251.530500(Fire Property Tax/Uniforms, Clothing and Linen).

Authorized Vendor for City of Farmington RFB 10-80259A: L.N. Curtis & Sons

Purchase History:

Year ending 6/30/2015	\$28,711.80(as of 3/11/2015) (Projected \$74,031.00)
Year ending 6/30/2014	\$73,496.25
Year ending 6/30/2013	\$95,265.65

By City policy, the City can use State or Federal Price Agreements or Cooperative/Piggyback from other Government Contracts without having to bid the items on its own. By City policy, procurement from these types of Agreements exceeding \$50,000, require City Council approval (City Purchasing Manual Section 11.1). Although, this transaction is under \$50,000, the cumulative purchases with this vendor will exceed the threshold.

The Fire Department is also requesting approval to utilize this contract to purchase this type of specialized gear for the remainder of its active status ending 7/31/2017.

ACTION REQUESTED:

It is requested that this purchase award to L.N. Curtis & Sons, from City of Farmington RFB 10-80259A, in the total amount of \$45,320.00, with approval to utilize the contract until expired, be reviewed, approved and submitted to the City Council for its consideration.

City of Santa Fe, New Mexico

memo

DATE: March 2, 2015
TO: Finance Committee Members
City Council Members
FROM: Jan M Snyder, Assistant Fire Chief *JMS*
SUBJECT: Purchase of Structural Firefighting PPE for Fire Department Personnel
VIA: Erik J. Litzenberg, Fire Chief *EJL*
CC: Oscar Rodriguez, Finance Director
Robert Rodarte, Purchasing Officer

The City of Santa Fe Fire Department respectfully request permission to spend \$45,320.00 from our Fire Property Tax fund (BU 22251) to provide structural firefighting personal protective clothing for Fire Department personnel.

The structural firefighting clothing will be purchased from LN Curtis and Sons via a piggyback purchasing agreement with another New Mexico Fire Department.

We bring this to your attention do to the Fire Department spending over \$50,000.00 this fiscal year with the vendor LN Curtis and Sons.

Please feel free to contact me with any questions (ext. 3121)

Attachments: (2)

Quote form LN Curtis & Sons
Existing Contract – Farmington New Mexico



**CITY OF FARMINGTON
BLANKET ORDER**

Send Invoice To:
Finance, Accounts Payable
800 Municipal Drive
Farmington, NM 87401-2663
(505) 599-1373
FAX (505) 599-1377

PO No. 184112
Date: 8/8/2014

Vendor Phone # (800)426-0509

Change Order No. 1
Change Order Date: 08/08/2014

Vendor Fax # (801)487-1278
Vendor Address: L.N. CURTIS & SONS
1195 SOUTH 300 WEST
SALT LAKE CITY, UT 84101

Ship To: FIRE DEPARTMENT
FIRE DEPARTMENT
301 N. AUBURN
FARMINGTON, NM 87401

Notes:

1. Federal Tax I.D. Number is required for payment.
2. If unable to fill at prices shown, or meet delivery day, please advise immediately.
3. Subject to the City of Farmington Purchase Order General Terms and Conditions, which are available for review at <http://www.farm.nm.gov>

Vendor No. 28801		Ship Via VENDOR		F.O.B. DESTINATION		Terms Net 30	
Deliver By 07/31/2015		Confirmed By TIM HENDERSON		Confirmed To KAY ROSE		Requisitioned By	
Freight PPD	Contract No.	Account No.	Project	Requisition No.	Requisition Date		
Item #	Quantity/Unit	Description Article Or Service			Unit Cost	Extended Cost	

CHANGE ORDER

FIRE DEPARTMENT TURNOUT GEAR
Effective date: 08/01/2014
Expiration date: 07/31/2015
Not to exceed: 60,000.00

60+
455
3911

BLANKET ORDER ISSUED FOR TURNOUT GEAR FOR THE
FIRE DEPARTMENT. REFERENCE CONTRACT #10-80259A.
REPLACES PO #182303.

AE TERM: 08/01/2014 TO 07/31/2015

TE TERM: 08/01/2009 TO 07/31/2017

GLOBE G-XTREME JACKET - \$1,135.00

OPTION: DARK GOLD ULTRA JACKET OUTER SHELL -
DEDUCT \$54.00

OPTION: INSTALL REMOVABLE HANGING NAME PANEL &
LETTERING - ADD \$41.00

OPTION: INSTALL ONLY VELCRO & SNAPS FOR HANGING
NAME PANEL - ADD \$9.00

OVERSIZED JACKET SIZE 60+ - \$1,457.00

GLOBE G-XTREME TROUSER - \$925.00

OPTION: DARK GOLD ULTRA TROUSER OUTER SHELL -
DEDUCT \$43.00

OVERSIZED TROUSER SIZE 60+ - \$1,175.00

BULLARD HELMET - \$190.00



**CITY OF FARMINGTON
BLANKET ORDER**

Send Invoice To:
Finance, Accounts Payable
800 Municipal Drive
Farmington, NM 87401-2663
(505) 599-1373
FAX (505) 599-1377

PO No. 184112
Date: 8/8/2014

Vendor Phone # (800)426-0509

Change Order No. 1
Change Order Date: 08/08/2014

Vendor Fax # (801)487-1278

Vendor Address: L.N. CURTIS & SONS
1195 SOUTH 300 WEST
SALT LAKE CITY, UT 84101

Ship To: FIRE DEPARTMENT
FIRE DEPARTMENT
301 N. AUBURN
FARMINGTON, NM 87401

Notes:

1. Federal Tax I.D. Number is required for payment.
2. If unable to fill at prices shown, or meet delivery day, please advise immediately.
3. Subject to the City of Farmington Purchase Order General Terms and Conditions, which are available for review at <http://www.fmtn.org>

Vendor No.		Ship Via		F.O.B.		Terms	
28801		VENDOR		DESTINATION		Net 30	
Deliver By		Confirmed By		Confirmed To		Requisitioned By	
07/31/2015		TIM HENDERSON		KAY ROSE			
Freight	Contract No.	Account No.	Project	Requisition No.	Requisition Date		
PPD							
Item #	Quantity/Unit	Description Article Or Service			Unit Cost	Extended Cost	

THE PURCHASE ORDER NUMBER MUST BE ON ALL PACKING SLIPS AND INVOICES PERTAINING TO THIS ORDER. FAILURE TO SUPPLY THIS INFORMATION ON ALL OF THE ABOVE COULD RESULT IN DELAYED PAYMENTS.

The acknowledgement copy of this purchase order shall be signed and forwarded to the City of Farmington Central Purchasing Department prior to the commencement of work.

Refer all questions to Kay Rose at (505) 599-1372 or email to krose@fmtn.org

CO#1 TO UPDATE PRICING. (KR 8/8/14)

Authorized By:

Edward Smylle, Purchasing Officer

Central Purchasing - Tax Exempt No. 01-406101-005

Acknowledgement:

I, the above vendor, as an authorized agent for this firm acknowledge the receipt of the city's above referenced purchase order and accept it at the stated prices and terms and conditions as so set forth.

8-8-14

Signed By

Date

Federal I.D. No.

94-1214350

TELEPHONE: (602)453-3911
 TOLL FREE: (877)453-3911
 FAX: (602)453-3910
 www.LNCURTIS.com

L.N.CURTIS & SONS

TOOLS FOR HEROES® since 1929

L.N. CURTIS & SONS
 SOUTHWEST DIVISION'
 4647 SOUTH 33RD STREET
 PHOENIX, AZ 85040

DATE: January 15, 2015	TERMS: NET 30	F.O.B. DESTINATION	DELIV: Stock – 10 weeks
SANTA FE FIRE DEPARTMENT ATTN: ELIAS FRICK 200 MURALES RD SANTA FE, NM 87504 PHONE: (505)681-3765 EMAIL: ekfrick@ci.santa-fe.nm.us		This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control of the company. L.N. CURTIS and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted are subject to applicable Federal, State, County or City Taxes and Licenses. <p style="text-align: center;">L.N. CURTIS AND SONS</p> By: _____ Patrick Vietti _____	

Thank You for the opportunity to quote. We are pleased to offer requested items as follows.
 If you have questions, need additional information or would like to place an order, please contact
PATRICK VIETTI OR BRENDON NORTON

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
		*** An invitation to purchase PPE from the City of Farmington PPE contract #-10-80259A has been extended to the City of Santa Fe and the Santa Fe Fire Department. ***		
22	31257-G	GLOBE GXTREME STRUCTURAL FIREFIGHTING JACKET / NFPA 1971 - 7.5oz GOLD GEMINI XT OUTER SHELL - CALDURA SL21 THERMAL LINER - CROSSTECH BLACK MOISTURE BARRIER - NYC LIME/YELLOW TRIPLE TRIM - 13PK RADIO POCKET ON LEFT CHEST - ANTENNA NOTCH LEFT SIDE OF RADIO POCKET FLAP - MIC STRAP ABOVE RADIO POCKET - MIC STRAP ON RIGHT CHEST EVEN W/MIC TAP ON LEFT CHEST - DRAGONHIDE REINFORCED CUFFS - NOMEX HAND AND WRIST GUARDS - D-RING ON SUEDE PATCH ABOVE TRIM BAND - DRD - EMBROIDERED AMERICAN FLAG ON RIGHT SLEEVE	\$1,135.00	\$24,970.00
22	41257-G	GLOBE GXTREME STRUCTURAL FIREFIGHTING PANT / NFPA 1971 - 7.5oz GOLD GEMINI XT OUTER SHELL - CALDURA SL21 THERMAL LINER - CROSSTECH BLACK MOISTURE BARRIER - 3" LIME/YELLOW TRIPLE TRIM AROUND CUFFS - DRAGONHIDE REINFORCED KNEES - DRAGONHIDE REINFORCED CUFFS - SILIZONE KNEE PADDING - KEVLAR LINED EXPANSION POCKETS - BLACK PADDED H-BACK RIPCORD SUSPENDERS W/LIME/YELLOW TRIPLE TRIM	\$925.00	\$20,350.00
		TOTAL:		\$45,320.00



CITY OF FARMINGTON
800 MUNICIPAL DRIVE
FARMINGTON, NEW MEXICO 87401

**MULTI-TERM CONTRACT FOR
FIRE DEPARTMENT TURNOUT GEAR**

BID #10-80259

BID OPENING DATE

**July 14, 2009
2:00 P.M.**

DEADLINE FOR QUESTIONS

**July 7, 2009
5:00 P.M.**

PLEASE SUBMIT QUESTIONS TO:

rpotter@fmtn.org

ACKNOWLEDGMENT OF RECEIPT FORM	PAGE 1
INVITATION TO BID	PAGES 2-5
NOTICE TO BIDDERS	PAGE 6
SPECIFICATIONS	PAGES 7-34
BID SCHEDULE.....	PAGES 35-36

MULTI-TERM CONTRACT FOR
FIRE DEPARTMENT TURNOUT GEAR
BID #10-80259
July 14, 2009
2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the distribution packet BID #10-80259, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with the Bid Schedule pages 35-36, for a total of 37 Pages.

The acknowledgment of the receipt form should be signed and returned to the Buyer no later than **July 7, 2009 at 5:00 P.M.** Only potential Bidders who elect to return this form will receive copies of all future communications, relating to, and including amendments to #10-80259, if issued.

FIRM: L.N Curtis & Sons

REPRESENTED BY: Steven C. Chandler

TITLE: Intermountain Division Manager

PHONE NO.: (800) 426-0509

EMAIL: slcsales@lncurtis.com

FAX NO.: (801) 487-1278

ADDRESS: 1195 South 300 West

CITY: Salt Lake City

STATE: UT

ZIP CODE: 84101

SIGNATURE: *Steven C. Chandler*

DATE: 84101

This name and address will be used for all correspondence related to document #10-80259

Firm does does not (circle one) intend to respond to MULTI-TERM CONTRACT FOR FIRE DEPARTMENT TURNOUT GEAR, #10-80259.

If firm does not intend to reply, please give a brief reason for not responding. _____

Return To:

Denise R. Gibson
Buyer I
City of Farmington
Central Purchasing
800 Municipal Drive
Farmington, NM 87401

Telephone Number: 505-599-1372

505-599-1371

Fax Number: 505-599-1377

Faxed copies of this form will be accepted.
Faxed Bid responses will not be accepted.

INVITATION TO BID

**BID TITLE: MULTI-TERM CONTRACT FOR
FIRE DEPARTMENT TURNOUT GEAR
BID #: 10-80259**

Sealed bid opening:
CITY OF FARMINGTON
CENTRAL PURCHASING DEPARTMENT
805 MUNICIPAL DRIVE
FARMINGTON, NM 87401
DATE: July 14, 2009 2:00 P.M.

The following ARTICLES are made part of this Bid:

- Article 1 - General Terms & Conditions
- Article 2 - Special Conditions Supplies
- Article 3 - Special Conditions Equipment
- Article 4 - Special Conditions Vehicles
- Article 5 - Specifications

PURCHASING SUPERVISOR:

Kristi Benson, CPPB

If you have any questions regarding this Invitation to Bid please contact:

BUYER: Denise R. Gibson

Telephone Number: (505) 599-1372

DEADLINE FOR QUESTIONS: July 7, 2009
SUBMIT QUESTIONS TO: rpotter@fmin.org

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. FAXED BIDS WILL NOT BE ACCEPTED. SUBMITTING "NO BIDS" ARE NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.

Sealed bids will be received until the above specified date and local time, then publicly opened at the City of Farmington Central Purchasing Department and read aloud. This bid is subject to the Purchase Order "Terms and Conditions", Bidding Requirements, and Specifications.

BIDDER MUST COMPLETE THE FOLLOWING AND THIS PAGE MUST BE SUBMITTED WITH BID	
<u>L.N. Curtis & Sons 1195 South 300 West, Salt Lake City, UT 84101</u>	
COMPANY NAME/MAILING ADDRESS/CITY/STATE/ZIP CODE (please print)	
<u>Steven C. Chandler</u>	<u>(800) 426-0509 (801) 487-1278</u>
CONTACT PERSON (please print)	TELEPHONE NUMBER/FAX NUMBER (please print)
<u>Steven C. Chandler</u>	<u>Intermountain Division Manager</u>
*** To be a valid bid, Bidder must Sign Here***	Title
In-State Preference <u>will</u> be applied to only those in-state certified bidders who <u>have</u> completed the following: Bidder has received certification from the State Purchasing Agent for Resident Bidders Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference credit. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.	
Net	
Payment Terms: <u>30</u> % <u>Days</u> . Net 30 Days After Receipt of Invoice (Discount will not be considered in computing the low bid.)	
Stock to	
F.O.B. Point: Destination	Delivery: <u>60</u> Days <u>Calendar days</u>
(F.O.B. Point Must be Destination, Unless otherwise indicated by the City of Farmington Purchasing Agent and/or enclosed Contract Documents)	

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. <u>1</u> Dated <u>7/8/09</u>	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

ARTICLE 1
GENERAL CONDITIONS

The following bid is made for furnishing materials or services for the City of Farmington, San Juan County, New Mexico.

The bidder declares that the amount and nature of the materials to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, and sex in the performance of this contract.

The bidder hereby proposes to furnish the items or services bid on, F.O.B. Farmington, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the City.

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Central Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The City of Farmington shall be the sole judge of equality in their best interest and decisions of the City of Farmington as to equality shall be final.

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the City with budget preparation, the bidder shall complete the paragraph on the bid schedule of this bid and shall identify by name each tax bidder believes to be applicable to this bid and shall estimate the amount of each tax which will be charged on the entire bid.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Supervisor, the bidder shall be responsible for actual delivery of the bid to the Central Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Farmington beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be

returned unopened.

Bids deposited with the City may be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Central Purchasing Office and received by the City prior to the time set for opening Bids. After other bids are opened and publicly read, the Bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by the City of Farmington, the City reserves the right to reject any or all Bids, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the City will be realized hereby.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interest of the City.

The City reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bid containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the City.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

The successful bidder may not assign his rights and duties under an award without the written consent of the City's Central Purchasing Office. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Farmington considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicated a guaranteed delivery at Farmington, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous City contracts will be considered. The City reserves the right to reject any bid if the guaranteed delivery date of any bidder is indicated unlikely because of the non-availability of stock in the vicinity of Farmington, New Mexico or failure of the bidder to meet guaranteed delivery dates or service performance on any previous City order.

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F. O. B. Farmington, New Mexico all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Central Purchasing office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. City review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if the opinion of the Central Purchasing Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of the City of Farmington to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Central Purchasing Department and must be given a Purchase Order Number to be valid. All Purchase Orders will be paid upon completion of delivery and acceptance.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

In case of default of the successful bidder, the City of Farmington may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

ARTICLE 2

SPECIAL CONDITIONS SUPPLIES

Periodic deliveries will be made only upon authorization of the Purchasing Department and shall be made if, as, and when required and ordered by the City at such intervals as directed by said Purchasing Department.

Deliveries shall be to the location identified in each order within the City of Farmington.

The quantities shown on the bid are estimated quantities only. The City of Farmington reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern.

The Contract will be awarded at the prices bid for a period of time as set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the City's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The City shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturer's warranties shall insure to the benefit of the City, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Agent to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the City over and above the bid price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the City, free and clear of any materialman's, supplier's, or other liens.

Regardless of the award of a Contract hereunder, the City retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the City's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate sources's lower price or higher quality.

Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification thereby waiving the City's right to request replacement of defective material.

ARTICLE 3

SPECIAL CONDITIONS EQUIPMENT

Equipment other than current year models will not be considered as responsive to the Specifications. It is the intention of the City to purchase based on the Specifications, a standard production model. In addition to the equipment set out in the Specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior moldings, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Agent may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Agent at least 24 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The unit shall be completely assembled, lubricated, adjusted, with all equipment including standard and extra equipment installed and the unit made ready for operation.

Bidders must fill in all information asked for in the blanks provided under each item. Failure to completely describe the equipment may result in rejection of the Bid. The City reserves the right to evaluate variations from the specifications and its judgment in such matters shall be conclusive.

The Bidder shall attach hereto, as part of this Bid, regularly printed literature published by the factory, which sets forth and describes the equipment he proposes to furnish.

Manufacturer's standard warranty for parts and labor must be included in this Bid.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one bidder if it deems such action to be in its best interest.

**ARTICLE 4
SPECIAL CONDITIONS
VEHICLES**

Vehicles other than current year models will not be considered as responsive to the specifications. It is the intention of the City to purchase based on the specifications, a standard production model. In addition to the equipment set out in the specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior molding, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though Central Purchasing may alter the specifications in the form of an addendum to accommodate variances. A request for change in the specifications to accommodate a variation must be called to the attention of the Central Purchasing Department at least 24 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The units shall be completely assembled, lubricated, adjusted, with all equipment installed and the units made ready for continuous operation with a minimum of five (5) gallons of fuel.

The successful Bidder shall furnish a Manufacturer's Statement of Origin and owner's manual with delivery of each unit.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one Bidder if it deems such action to be in its best interest.

All equipment covered by this Bid shall be delivered from point of assembly to the City of Farmington area by railway freight or conveyed by truck. Exceptions to this must be received by the Central Purchasing Department in writing in this Bid form.

ARTICLE 5

SPECIFICATIONS

These specifications are based upon design and performance criteria which have been developed by the City of Farmington as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

CITY OF FARMINGTON, NEW MEXICO
NOTICE TO BIDDERS
MULTI-TERM CONTRACT FOR
FIRE DEPARTMENT TURNOUT GEAR, BID #10-80259
Opening Date: July 14, 2009 @ 2:00 P.M.

Bid documents may be retrieved by accessing the Purchasing page of the City of Farmington website, www.farmington.org, by calling (505) 599-1373 or visiting the Central Purchasing Office at 805 Municipal Drive, Farmington, New Mexico.

Publication Date: 7/1/2009

CITY OF FARMINGTON - BID SCHEDULE
 BID: MULTI-TERM CONTRACT FOR FIRE DEPARTMENT TURNOUT GEAR #10-80259 OPENING DATE: JULY 14, 2009 @ 2:00 PM

ITEM	EST TERM ORDERQTY	UOM	DESCRIPTION	MANUFACTURER & MN	UNIT COST	TOTAL COST
CATEGORY 1: JACKETS AND TROUSERS						
A.	30	EACH	GLOBE JACKET *	Globe Gxtreme	\$1003.00	\$30,090.00
	1	EACH	Charge for oversized jackets. for sizes 60+	Globe Gxtreme	\$1303.00	\$1303.00
B.	30	EACH	GLOBE TROUSERS	Globe Gxtreme	\$802.00	\$24,060.00
	1	EACH	Charge for oversized trousers. for sizes 60+	Globe Gxtreme	\$1039.00	\$1039.00
TOTAL BID - CATEGORY ONE:						\$56,492.00

Price for complete coat

Price for complete pant

CATEGORY 2: HELMETS						
A.	15	EACH	BULLARD HELMET	Bullard USTM6	\$165.00	\$2475.00
	1	EACH	Charge for oversized helmets.		\$00.00	\$00.00
TOTAL BID - CATEGORY TWO:						\$ 2475.00

CATEGORY 3: HOODS						
A.	100	EACH	PGI FIREFIGHTING HOODS	PGI 3049298	\$30.00	\$3000.00
	1	EACH	Charge for oversized hoods.		\$00.00	\$00.00
TOTAL BID - CATEGORY THREE:						\$ 3000.00

CATEGORY 4: FIRE GLOVES						
A.	100	EACH	SHELBY GLOVES	Shelby 5280	\$49.00	\$4900.00
	1	EACH	Charge for oversized gloves.		\$00.00	\$00.00
TOTAL BID - CATEGORY FOUR:						\$ 4900.00

CATEGORY 5: INSULATED BUNKER BOOTS						
A.	25	EACH	PRO WARRINGTON BOOTS **	Pro. Warrington 5006	\$296.00	\$7400.00
	1	EACH	Charge for oversized boots.		\$368.00	\$368.00
TOTAL BID - CATEGORY FIVE:						\$ 7768.00

Price for complete boot

*If 35" item needed on coat add \$46.00

TYPE OF BID: CATEGORY BID

** Available in C, D, E, EEE widths

CITY OF FARMINGTON - BID SCHEDULE

BID: MULTI-TERM CONTRACT FOR FIRE DEPARTMENT TURNOUT GEAR #10-80259 OPENING DATE: JULY 14, 2009 @ 2:00 PM

on the basis of individual items or any combination of these; or as otherwise specified in the bid items unless the bidder qualifies his bid by specific limitations. Only the City is in a position to determine its own best interest, therefore the City shall be the sole judge in determining the award analysis. Its decision shall be final.

If qualifying a bid, the Bidder must clearly state so in their bid response on a separate sheet of paper titled "Exceptions to Specifications". The restriction(s) or qualifier(s) must be clearly identified. If the Bidder's pricing is subject to change if the City elects to award a category bid based on group of items or line items; or any part of the Bidder's bid is dependent upon receiving a complete category award, then the Bidder's bid response must identify these restrictions. Exemptions must indicate which items or which categories they are bidding on an "all or none" basis, they must indicate if they are qualifying their bid based on a minimum threshold dollar award limit, or any other type exemption. Bid responses with exceptions may result in rejection of the whole bid or partial line items within the bid.

EXCEPTIONS TO SPECIFICATIONS: Pursuant to Article 5 of this bid, any exceptions taken shall be noted on Bidder's business letterhead and submitted with this bid.

REQUIRED UNIT OF MEASURE: Bidder must correctly extend their bid line items based on the UOM (Unit of Measure) packaging indicated for bid comparison purposes. Bidders submitting their bid with no extended pricing or total may be considered non-responsive.

Bids submitted are to be quoted and invoiced as per UOM listed on each line item. No other UOM will be accepted and the City reserves the right to reject the category or line item not quoted or invoiced as requested.

ESTIMATED TERM QUANTITIES: The City anticipates ordering quantities as shown on the Bid Schedule above for the first term of this Agreement. The City does not guarantee a minimum amount to be purchased during the term of the contract. Quantities are estimated only and the City reserves the right to order more or less than the quantities listed.

METHOD FOR PRICE REDETERMINATIONS

The Bidder shall submit with their bid the method for price redetermination at the expiration of the purchase order contract. Reference Page 8, Section VI. of this bid request.

CPI Manufacturer Documented Price Adjustment Catalog or Manufacturer Price list with discount Alternate

TAX IDENTIFICATION

The City of Farmington issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive a NTTC please contact Accounts Payable at 505-589-1222. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

I, the official signature on the Bid Submittal Form, hereby swear I am duly authorized to legally bind the prospective bidder to this estimate of taxes certification. Henceby as Bidder, I certify that Bidder has made a diligent effort to ascertain and identify all taxes which will be charged to the City against this Bid and that, in Bidder's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the above Bid Proposal Form. I affirm Bidder will submit payment on the State of New Mexico periodic CRS-1 report for actual taxes due, as estimated below, to the State of New Mexico Taxation and Revenue Department, accurately identifying the appropriate governmental entity to receive credit for taxes paid.

I am fully aware that this certification is made under penalty of perjury under the laws of the State of New Mexico.

New Mexico Gross Receipts Tax 0 % Bidder's Initial Below to Certify Compliance
Compensating Tax 0 % \$ 00.00
Other 0 % \$ 00.00
(Bidder - Initial Here) *AW*

TENTATIVE COUNCIL APPROVAL SCHEDULE

Tentative Council Approval Date is scheduled for July 21, 2009, a letter of award and copy of the Abstract will be sent to the participating vendors as soon as possible after Council approval. This information will not be released over the telephone, but may be reviewed in person after authorization has been obtained through the City Clerk's office.

L.N.CURTIS & SONS

TOOLS FOR HEROES®

since 1929

July 22, 2014

City of Farmington
Attn: Ms. Kay Rose
800 Municipal Drive
Farmington, NM 87401

Ref: Turnout Gear for Fire Department, Bid# 10-80259A

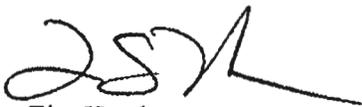
Dear Ms. Rose;

L.N. Curtis & sons is pleased to offer and extend the above referenced contract through July 31, 2015. At this time, we must request a price adjustment effective August 1st, 2014 through July 31st, 2015. Please review the following proposed price adjustments and additions requested by fire department personnel:

Globe G-Xtreme Jackets per City of Farmington Specs:	\$1,135.00
Option , Dark Gold Ultra Jacket Outer Shell,	DEDUCT -\$ 54.00
Option , Install Removable Hanging Name Panel & Lettering,	ADD +\$ 41.00
Option , Install only Velcro & Snaps for Hanging Name Panel	ADD +\$ 9.00
Oversized Jacket size 60+:	\$1,457.00
Globe G-Xtreme Trouser per City of Farmington Specs:	\$ 925.00
Option , Dark Gold Ultra Trouser Outer Shell,	DEDUCT -\$ 43.00
Oversized Trouser size 60+:	\$1,175.00
USTM6 Bullard Helmet per City of Farmington Specs:	\$ 190.00

Please review and if all is acceptable, please confirm in writing. Thank you very much for your continued business.

Sincerely,



Tim Henderson
Vice President, Southwest Division Manager
L.N. Curtis & sons

4647 South 33rd Street • Phoenix, AZ 85040 • Phone 602-453-3911 • Fax 602-453-3910
www.LNCURTIS.com
