

Health District of Northern Larimer County 120 Bristlecone Drive Fort Collins, CO 80524 Phone: (970) 224-5209 Fax: (970) 472-1056 www.healthdistrict.org

# REQUEST FOR BID

RELEASE DATE:	June 5, 2025
RFB NO.:	2025-1006
TITLE:	Equipment for Dental Operatories
DUE DATE: June 20, 2025	Date: June 5, 2025
Buyer Name: Misty Manchester	Email: purchasing@healthdistrict.org

The Health District of Northern Larimer County is accepting bids for replacing chairs, delivery units and consoles in 3 Dental Operatories (A, B and C) at the Health District. The Health District is a Special District of the State of Colorado. As a governmental entity, the Health District is tax-exempt.

This packet includes the following documents:

- Request for Bid
- General Terms and Conditions
- Bid Form (Attachment A)
- IRS Form W-9

### **BID SPECIFICATIONS**

### Please Bid Three (3) of each of the following with ADEC products:

- 1) Inspire Treatment Console (ETO)
  - Fndtn Prc,591. 36in ETO Custom
- 2) A-dec 411 Chair
  - Fndtn,411 Chair,No Uph
  - Hdrst Style,DBL Art W/Lvr
  - Floor Box,Ctrd,511/311B
  - Sewn Upholstery
- 3) A-dec 332 TRAD Radius Delivery System
  - Adtl POSN,300
  - Doctors TP,Deluxe,300
  - EMC-703 Ctrl Mod Intgrtd

- Fndtn Price,332,No TP
- Intraoral Lt Source, QVIOLS
- Tray Holder, Std, 300
- Opt 1 Standard SS Tray
- pos[0],4-Hole Tubing
- pos[0],4-Hole Tubing
- Positions,6-Pin Tubing
- KaVo Tbg Electric Mtr Med
- 4) Electric HS Promo Package, E25L, Expert`
  - Electric HS Promo Package,E25L
- 5) Electric LS Promo Package, E20 L, Expert
  - Electric LS Promo Package,E20
- 6) 545,12 O'Clock ASST INSTM
  - Fndtn,545 ASST INSTM,Sgl
  - Strd Tray Hldr Assy 541B/
  - Opt 1 Standard SS Tray
  - Air/Wtr QD,500
  - Kit, Pwr Supply Connector
  - Asst Touchpad, Std, 500
  - Dual Turret, Dual Turret
  - HVE,Adtl,11mm
  - Opt Wtr Btl Mt f/545 Asst
- 7) A-dec 576L LED Dental Light, Ceiling Mt
  - Fndtn,576 LED Lt Ceiling

### Instructions to Bidders

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the Health District of Northern Larimer County (Health District) and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the Health District bidders list for a period of twelve months from the date of the opening. The Health District may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the Health District specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the Health District prior to award of the bid.

Only bids properly received by the Health District will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the Health District.

Bids must be furnished exclusive of any federal excise tax, wherever applicable. Bidders must be properly licensed and secure necessary permits wherever applicable.

The Health District may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the Health District.

The Health District reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer or employee shall have a financial interest in the sale to the Health District of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the Health District. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the Health District is prohibited.

#### Prospective bidders are required to submit the following:

- ✓ Bid Form (Attachment A)
- ✓ Form W-9

Bids must be received on or before **5:00 p.m. Mountain Time, June 20, 2025**. Bids may be submitted in electronic format, by mail or hand delivered to:

Health District of Northern Larimer County Attn: Purchasing 120 Bristlecone Drive Fort Collins, CO 80524 Fax: (970) 472-1056 E-mail: <u>purchasing@healthdistrict.org</u> Written questions are due no later than June 12, 2025, and should be submitted via e-mail to <u>purchasing@healthdistrict.org</u>. Written questions may also be sent by facsimile to (970) 472-1056.

Bids must be submitted by the bid due date and time. No late bids will be accepted.

BIDS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR BID TO BE CONSIDERED VALID. BIDS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

SCHEDULE OF ACTIVITIES	TIMELINE
Request for Bid Release Date	June 5, 2025
Written Inquiry Deadline	June 12, 2025
Responses to Written Inquiries	June 18, 2025
Bid Proposal Submission Deadline	June 20, 2025
Notice of Award	June 24, 2025

### **GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this request. Any contract or order awarded as the result of this request shall be governed by these General Terms and Conditions. By signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or services(s) pursuant to these conditions.

- 1. GENERAL. These provisions are standard for all Health District of Northern Larimer County (Health District) contracts. The Health District may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions or provisions. Any vendor accepting a contract award as the result of this request agrees that the provisions included within this Request for Price Quote shall prevail over any conflicting provision within any standard form contract of the vendor.
- 2. SUBMISSION OF PRICE QUOTES. Price Quotes may be submitted to the Health District, Finance Department, 120 Bristlecone Drive, Fort Collins, Colorado 80524 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays), prior to the date and time specified in this request. Quotations submitted in person or by mail should be submitted in a sealed envelope which clearly identifies the Request for Price Quote number, commodity or service and submittal deadline. Quotes can be submitted on the forms provided by the Health District, via Microsoft Word document (as an e-mail attachment), or via fax. Quotes must be signed by an authorized employee.
- 3. AMENDMENTS TO THE REQUEST. Any amendment to this request is valid only if in writing and issued by the Health District.
- 4. NON-COLLUSION. The vendor certifies that his quotation is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a quotation for the same requirement and is in all respects fair, without outside control, collusion, fraud or otherwise legal action.
- 5. CONFLICT OF INTEREST. Vendor states that no Health District officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the Health District. Vendor affirms that it is familiar with Section 18-8-301, et seq., (bribery and corrupt influences) and 18-8-401, et seq., (abuse of public office), C.R.S., as amended, and that no violation of such provisions is present.
- 6. AWARDS. The contract may be awarded to the lowest responsible and responsive vendor complying with the provisions of the Request for Price Quote. The following criteria may be considered by the Health District in selecting the most advantageous quotation: a) Ability to perform the service required with the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) the resale value and life cycle costs of the items; i) Such other information identified as having bearing on the decision. The Health District reserves the right to reject any and all quotations and to waive any informality in quotations received whenever it is in the interest of the Health District. The Health District may award contracts by line item, category, or on an all-or-none basis.

- 7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any submittal taking exception to this requirement may, at the Health District's option, be considered non-responsive.
- 8. SAMPLES. Samples of items, when required, must be furnished free of expense to the Health District and if not destroyed by tests will, upon request, be returned at vendor's expense. Samples of selected items may be retained for comparison.
- 9. INDEMNIFICATION. Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold the Health District free and harmless from any and all losses. claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Health District arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Health District) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor any third party against the Contractor or the Health District or to enlarge in any way the Contractor's liability but is intended solely to provide indemnification of the Health District from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.
- 10. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this request, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes, fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The Health District reserves the right to acquire from other sources any products/services during any suspension of delivery.
- 11. TAXES. The Health District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government taxing authority. No taxes of any kind shall be charged to the Health District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. A Colorado Sales and Use Tax Exemption Certificate will be furnished upon request.
- 12. DELIVERY. All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
- 13. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to the selected vendor after receipt of all required documents.
- 14. OPEN-END CONTRACT (BLANKET PURCHASE ORDER). No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities, ratio or discounts from manufacturer's list price may be used

for comparison. The Health District reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual programs, multiple Health District programs, or any combination of the preceding. No delivery shall be made without a written order by the Health District, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same price, or in the event the supplier is willing to negotiation to the satisfaction of the Health District any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the Health District, the Health District reserves the right to extend the period of the resulting contract on a year-to-year basis for up to two additional years. Alternatively, the solicitation may set forth specific renewal terms. Vendor certifies that prices charged to the Health District for non-listed commodities or non-fixed price items are equal to or less than those charged the vendor's most favored customer for comparable quantities under similar terms and conditions.

- 15. RIGHTS AND REMEDIES OF HEALTH DISTRICT FOR DEFAULT. If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the Health District may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the Health District, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the Health District has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the Health District. If the vendor fails to make prompt delivery of any item, the Health District has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the Health District. If the vendor breaches the contract or purchase order, any loss or damaged sustained by the Health District in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the Health District identified above are in addition to any other rights and remedies provided by law or under the contract
- 16. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the Health District at the address specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The payment term shall begin on the date merchandise is inspected, delivered and accepted by the Health District, or on the date a correct invoice is received by the Health District, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
- 17. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quotations and disputes about quotations. Lack of knowledge by any vendor about applicable law is not a defense.
- 18. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the Health District, and shall not become an asset in any bankruptcy, receivership or guardianship.
- 19. PATENT INFRINGEMENT. Vendor shall indemnify and hold harmless the Health District, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions,

penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

# ATTACHMENT A

# **BID FORM**

# RFB 2025-100? –New Equipment in Dental Operatories A, B and C

## BID DUE DATE: June 18, 2025, 5:00 P.M.(MST)

WE HEREBY ENTER OUR BID FOR THE HEALTH DISTRICT OF NORTHERN LARIMER COUNTY'S REQUIREMENTS FOR **NEW EQUIPMENT IN DENTAL OPERATORIES A, B** and **C** THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS.

### **BID SPECIFICATIONS**

### Please Bid Three (3) of each of the following with ADEC products:

PRICE \$

1)Inspire Treatment Console (ETO) Fndtn Prc,591. 36in ETO Custom 2)A-dec 411 Chair Fndtn,411 Chair,No Uph Hdrst Style, DBL Art W/Lvr • Floor Box,Ctrd,511/311B Sewn Upholstery 3)A-dec 332 TRAD Radius Delivery System Adtl POSN,300 Doctors TP, Deluxe, 300 EMC-703 Ctrl Mod Intgrtd Fndtn Price,332,No TP Intraoral Lt Source, QVIOLS Tray Holder, Std, 300 Opt 1 Standard SS Tray pos[0],4-Hole Tubing pos[0],4-Hole Tubing Positions,6-Pin Tubing • KaVo Tbg Electric Mtr Med 4) Electric HS Promo Package, E25L, Expert` Electric HS Promo Package, E25L 5) Electric LS Promo Package, E20 L, Expert Electric LS Promo Package,E20

	<u>PRICE \$</u>
6) 545,12 O'Clock ASST INSTM	
<ul> <li>Fndtn,545 ASST INSTM,Sgl</li> </ul>	
Strd Tray Hldr Assy 541B/	
Opt 1 Standard SS Tray	
• Air/Wtr QD,500	
Kit, Pwr Supply Connector	
<ul> <li>Asst Touchpad,Std,500</li> </ul>	
Dual Turret, Dual Turret	
HVE,Adtl,11mm	
Opt Wtr Btl Mt f/545 Asst	
<ol><li>A-dec 576L LED Dental Light, Ceiling Mt</li></ol>	
Fndtn,576 LED Lt Ceiling	
Total Cost written out in words:	

This RFB response is submitted in accordance with all documents and provisions of RFB 2025 . By my signature below I accept the Health District General Terms and Conditions in effect at the time this RFB was issued, as incorporated by reference into this solicitation. As the undersigned, I certify that I am authorized to sign and submit this response for the Bidder or Offeror.

Original Signature by Authorized Officer/Agent	Vendor's Tax ID Number (FEIN)
Typed or printed name of person signing	Company Name
Title	Phone Number
Vendor Mailing Address	Fax Number
City, State, Zip	Proposal Valid Until (at least 90 days)
E-mail Address	Website Address