



# Sacramento Metropolitan Fire District

**HEADQUARTERS:** 10545 Armstrong Ave., Ste. 200 • Mather, CA, 95655 • Phone (916) 859-4300 • Fax (916) 859-3702  
 Website: [www.metrofire.ca.gov](http://www.metrofire.ca.gov)

**PURCHASING:** 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916)859-4360 • Fax (916) 859-3729

KURT P.  
HENKE

## REQUEST FOR FORMAL PROPOSAL (RFFP) 13-11: Fire Station 25 HVAC Replacement

The Sacramento Metropolitan Fire District is requesting written Proposals for: Fire Station 25 HVAC Replacement

**SUBMIT SEALED WRITTEN PROPOSAL TO:** Sacramento Metropolitan Fire District  
 Attn: Sherry Kelly, Interim Board Clerk  
 10545 Armstrong Ave., Ste. 200  
 Mather, CA 95655

Indicate firm name and RFFB number on the front of each sealed Proposal envelope or package

**FB13-11: Fire Station 25 HVAC Replacement**

District shall not be responsible for the premature opening of a Proposal, which is not properly addressed or identified. All Proposals received will be stamped by date and time received. This date of receipt will prevail over postmark date.

**ANY TECHNICAL QUESTIONS REGARDING THE RFFP SHOULD BE SUBMITTED VIA EMAIL TO:**

Steven Borglund, Facilities Supervisor      **AND**      George Gravin, Facilities Technician  
[Borglund.steven@metrofire.ca.gov](mailto:Borglund.steven@metrofire.ca.gov)      [Gravin.george@metrofire.ca.gov](mailto:Gravin.george@metrofire.ca.gov)

**ANY QUESTIONS REGARDING THE RFFP SHOULD BE SUBMITTED VIA EMAIL TO:**

Mark Jones, Purchasing Manager  
[jones.mark@metrofire.ca.gov](mailto:jones.mark@metrofire.ca.gov)

**RFFB SCHEDULE:**

	Date	Time	
Issued Date	October 02, 2013		
Mandatory Job Walk	October 11, 2013	10:00 AM	7352 Roseville Rd, Sacramento, CA
Questions Deadline	October 11, 2013	4:00 PM	By email only
Submission Deadline	October 15, 2013	4:00 PM	District Headquarters - Reception
Proposal Opening	October 16, 2013	10:00 AM	District Headquarters
Anticipated Recommendation for Board Approval	October 17, 2013		
Anticipated Board Approval	October 24, 2013	6:00 PM	District Headquarters – Board Chambers
Anticipated Award Notification	October 28, 2013		
Sacramento Bee Notification Dates	Wednesday October 02, 2013 and Monday October 07, 2013		

**NO EXCEPTIONS**

Late submittals will not be considered. Written proposals must be received by the time and at the location specified above. Postmarks will not be accepted. Proposals addressed to anyone other than the person specified above under the "Submit Sealed Written Proposal To" section will not be accepted.

**Filled Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**INTRODUCTION**

The Sacramento Metropolitan Fire District (METRO FIRE) is soliciting bids to replace the existing HVAC unit and portions of the ductwork at our Fire Station 25, located at 7352 Roseville Road, Sacramento CA 95842.

**PURPOSE**

Replace aged and inefficient with modern high efficiency equipment.

**SCOPE OF WORK**

Remove the existing heating and cooling equipment and install new equipment of the same or larger capacities. All mechanical, electrical, and plumbing work is to be permitted by the county of Sacramento. All air ducts not replaced are to be cleaned and sealed. The total scope of work needs to comply with Title 24 and HERS testing requirements. The contractor is responsible to obtain any permits and the associated costs. Additionally the contractor will be responsible for duct testing and any associated costs.

Both furnaces are to be a minimum 95% AFUE, single stage heating with 4-speed blower motors such as TRANE XR 95, or equivalent. The furnaces are to be relocated on the existing attic mechanical platform to perimeter walls to ensure maximum serviceability. The furnace filtering is to be a minimum of 800 square inches and is to accommodate two (2) - 16 X 25 2-inch wide air filters in an A-frame configuration with hinged doors, air tight gaskets, and door latches which can be released with normal effort. All fabricated sheet metal is to be 24 gauge minimum. New 4-wire photoelectric smoke detectors will be installed and tested with Fire Department personnel present to view the function of the detectors. New White Rodgers 1F80-361 programmable thermostats, or equivalent, are to be installed. The furnaces are to be elevated enough to ensure proper water drainage and are to be installed over a water-tight pan which extends a minimum of 2-inches around all sides of the furnace. A new PVC drain line will be installed to remove furnace condensation.

Air ducts located within the attic mechanical platform will be re-located such that no duct will need to be stepped over, or crawled under in order to access the furnace service compartment and air filters. All existing metal air ducts will be cleaned per the standards set forth by the National Air Duct Cleaners Association's General Specifications of 2004, which can be viewed at the following link:

[http://www.nadca.com/sites/default/files/userfiles/NADCA\\_General\\_Specifications.pdf](http://www.nadca.com/sites/default/files/userfiles/NADCA_General_Specifications.pdf)

All flexible ducting drops between the main trunk metal ducting and the existing registers are to be replaced with R-8 flex duct, and the existing register is to be reused and cleaned.

The new air conditioning condensers are to be installed in the existing location. The new cooling condensers are to be the maximum SEER rating available at a supply voltage of 208/230volt 3phase such as Trane 4TTA. NOTE: Sacramento Metropolitan Fire District emphasizes that bidders use the highest efficiency possible. Proposers will include the make, model number, and a copy of the Air-Conditioning, Heating, and Refrigeration (AHRI) ratings of the equipment included within their bid. Ratings can be determined using the following link:

<http://www.ahridirectory.org/ahridirectory/pages/home.aspx>

Any required electrical upgrades will be included by the contractor. The new cooling coils are to be incorporated into the new furnaces and will be installed over water tight pans with new overflow lines. The cooling coil drains will be incorporated into the existing condensate plumbing. New Refrigerant lines of the appropriate size will be routed between the new outdoor condensers and the new cooling coils. 24-gauge sheet metal line covers will be used where the refrigerant lines are exposed on the exterior of the station and are to be primed and ready for paint.

**Filled Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

All other parts, and materials not specifically stated which are required to complete the installation are to be included within the bid. All work shall comply with local and national building codes for construction and efficiency requirements.

All work is expected to be completed within 30 calendar days after Notice of Award. All work will be done to industry standards and workmanship.

All debris shall be removed from the jobsite or into a refuse container daily.

The firehouse will remain operational during construction and the firefighter’s response paths may not be impeded. Fire personnel will make every effort to assist the contractor in placing his equipment where it will not interfere with station operations.

The station must be kept clean and free from dust as much as possible.

**SITES VISITS (Mandatory job walk)**

There will be a mandatory job walk **Friday, October 11, 2013 at 10:00AM PDT**. Jobsite location: 7352 Roseville Road, Sacramento, CA 95842

**LICENSE REQUIREMENTS**

Contractor shall have a valid and current Class B General Contractor License or C-20 Mechanical Contractor License. The District will verify license status with the Contractor’s State License Board via their website.

**SUBCONTRACTING**

Proposers may subcontract portions of the work. Proposal shall clearly indicate work they plan to subcontract and to whom. The successful Proposer assumes all liability and shall be responsible for all subcontractors’ materials and workmanship. The following information shall be provided for any sub-contractors used:

- Portion of work being sub-contracted out, business name, contact name, license held, address, telephone number, fax number and e-mail address. Use sub-contractor contact information form for this information.

**REFERENCES AND COMPARABLE JOBS**

Provide at least three (3) comparable jobs your company has completed in the past and minimum two references per job. Use Project Data Forms.

**PREVAILING WAGES**

All work shall be performed at prevailing wages. Pursuant to the provision of Articles 1 and 2 of chapter 1, part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor. Or by any subcontractor doing or contracting to do any part of said work. This is a construction project in accordance with Section 1771.5 of the California Labor Code.

**RESTRICTION ON COMMUNICATION WITH STAFF**

All questions about this Proposal must be submitted in writing and include the company name. Questions must be in writing to Mark Jones, Purchasing Manager, by e mail at [jones.mark@metrofire.ca.gov](mailto:jones.mark@metrofire.ca.gov).

Technical questions must be sent by e mail to Steve Borglund, Facilities Supervisor at [Borglund.steven@metrofire.ca.gov](mailto:Borglund.steven@metrofire.ca.gov) and George Gravin, Facilities Technician at [Gravin.george@metrofire.ca.gov](mailto:Gravin.george@metrofire.ca.gov).

All questions must be submitted by **Friday, October 11, 2013 at 4:00PM PDT**. Any questions received after this time will not be addressed. No questions other than written will be accepted.

**Filled Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**COSTS OF PREPARATION**

Proposer assumes all costs of preparation of the Proposer and any presentations necessary to the Proposal process including the cost of all bonds.

**INVOICING AND TERMS**

- Vendor must accept a purchase order from the District with Government net 45 day payment terms.
- Invoices shall be submitted to: SMFD Finance Division, 10545 Armstrong Ave., Ste. 200, Mather, CA 95655

**EVALUATION CRITERIA**

The District intends to enter into a contract with the most responsive Proposer who best satisfies the needs of the District. The District reserves the right to reject any or all Proposals offered in response to this RFFP, and either re-propose or take any other action permitted by statute. The contents of the Proposal may become a contractual obligation if, in fact, the Proposal is accepted and a contract is entered into with the District. The District may award a contract solely on the basis of the Proposal submitted without any additional negotiations. The District shall reserve all rights to provide for additional negotiations if it deems it is in its best interest. Failure of the Proposer to adhere to and/or honor any or all of the obligations of the Proposal may result in immediate cancellation of the award of the contract by the District. The District reserves the right to negotiate the terms and conditions of any final contract for purchase of the item(s) described herein.

An award may be issued to other than the lowest responsible and responsive. Evaluation will be based upon but not limited to the following criteria:

- Character, integrity, reputation and judgment of vendor or firm
- Price or quote
- Prior customer satisfaction
- Prior experience and efficiency of vendor or firm
- Quality and availability of the supplies or services to the use required.
- References
- Vendor or firm past relationship with the District

**The District intends to award the Proposal to the most responsive and responsible proposer, to be considered responsive:**

1. All pages of the RFFP shall be signed and all forms filled out by the responsible officer or employee.
2. Submit Proposal as outlined in Proposal Submission Instructions.

**NO BID**

In the event the proposer chooses not to submit a Proposal, but wishes to remain on the Proposal list, you must submit a letter indicating your intention not to submit a Proposal with a brief explanation as to why the inability to Propose. Such letter shall be submitted as per the submission

**OPENING OF PROPOSALS**

The Proposals will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend Proposal openings. Proposal openings will be listed by vendor name, address and Proposal amount.

**PROPOSAL AWARD**

- Upon Proposal Award, the Successful Proposer shall provide proof to the satisfaction of the District of appropriate insurance coverage, such as a Comprehensive General Liability policy, or Worker’s Compensation policy, depending upon the nature of the services or personal property requested.
- Successful Proposer must submit a Material Safety Data Sheet on each chemical and/or toxic product.
- Project completion is required within thirty (30) days after bid award.

**Filled Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**PROPOSER SUBMISSION INSTRUCTIONS**

**SUBMISSION PACKET**

To successfully submit a Formal Proposal, proposers are required to submit a sealed Proposal packet to the location specified in the "Submit Sealed Written Proposal To" on page 1. The Proposal packet shall contain the following documentation:

- The "Request For Formal Proposal Document" with signature, title, date, printed name and company name at the bottom of each page indicating that the formal Proposal document, including attachments, were received and read.
- Proposer must submit three (3) copies of its response, one (1) clearly marked "Original," the other two (2) clearly marked "Copy."
- Proposer is required to provide contact information to receive any Proposal amendments and changes prior to closing.
  - Proposer shall email Mark Jones, Purchasing Manager at [jones.mark@metrofire.ca.gov](mailto:jones.mark@metrofire.ca.gov) , stating intentions to submit Proposal prior to the closing date.
  - Contact information should include: vendor's name, representatives' name, phone number, fax number and/or e-mail. Failure to provide initial contact information will exclude you from receiving update notifications.
- Unless otherwise stated, it will be our understanding that all specifications requested in RFFP will be met. Unwillingness or inability to comply with any specific provisions in the RFFP may result in the Proposal being rejected.

**SUBMISSION METHOD**

Sealed Proposal shall be submitted using one of the following methods:

- In Person – hand delivered to the Sacramento Metropolitan Fire District to the address provided in the "Submit Written Proposal To" section.
- By mail - using certified or registered mail with return receipt requested, or by overnight delivery services to the address provided in the "Submit Written Proposal To" section. Proposal must be received by deadline.
- Faxed or e-mail Proposals will not be accepted.

**SURETY REQUIREMENTS**

**Performance and Payment Bond**

The successful proposer, simultaneously with the execution of the construction contract, will be required to furnish a Performance Bond and a Payment Bond in the amount equal to one hundred percent (100%) of the contract price. Only Bonds executed by admitted surety insurers satisfactory to the District and qualifying as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. Bonds shall be submitted in the forms set forth in the Proposal package.

**Bid Bond/Surety**

Bid Bond/Surety shall be made payable to Owner, in an amount of ten percent (10%) of the Proposer's maximum Bid price and in the form of a certified check or bank cashier's check or a Bid Bond issued by a Surety. The Bid Security of the Successful Proposer will be retained until such Proposer has successfully delivered the goods requested. If the successful Proposer fails to deliver the goods within sixty (60) days of the awarding of the Bid, the District may annul the award and the Bid Security of the Proposer will be forfeited. Bid Security of other Proposers will be returned within seven (7) day(s) of the Proposal opening.

**Filled Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

Upon notification of bid award, Contractor shall furnish Metro Fire with certificate(s) evidencing insurance coverage required below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified below. Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project. All documents must be received and approved by Metro Fire before work commences.

GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- |                              |             |
|------------------------------|-------------|
| • General Liability:         | \$2,000,000 |
| • Products Comp/Op Aggregate | \$2,000,000 |
| • Personal & Adv. Injury:    | \$1,000,000 |
| • Each Occurrence:           | \$1,000,000 |
| • Fire Damage:               | \$100,000   |

**AUTOMOBILE LIABILITY**

- Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

**WORKERS COMPENSATION**

- Statutory

**EMPLOYER'S LIABILITY**

- \$1,000,000 per accident for bodily injury or disease.

**ADDITIONAL INSURED**

- The District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured's as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to District, its officers, directors, officials, employees, or volunteers.

---

**Filled Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**GENERAL CONDITIONS OF FORMAL BID/PROPOSAL**

**1. SUBMISSION OF FORMAL BID (herein sometimes also referred to as "response")**

- 1.1. The conditions herein constitute a part of the RFFB and the Bidder/Proposer acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the District under this RFFB by signing the Request for Formal Bid. Responses submitted that do not have all sheets of this RFFB signed will not be accepted.
- 1.2. All technical communications regarding this RFFB should be sent to the Technical Inquiry contact listed on page 1 of the Request for Formal Bid. The District will assume no responsibility for oral instructions or suggestions. Should the Bidder/Proposer find discrepancies in, or omissions from the specifications, or should the Bidder/Proposer be in doubt as to their meaning, or any other meaning in the RFFB, the Bidder/Proposer must notify, in writing by e mail, the Technical Inquiry Contact Person, who may, if necessary, send written addenda to all Bidders/Proposers.
- 1.3. Each Bidder/Proposer must make full disclosure of any relationship of any employee of the District who makes recommendations concerning the selection of Bids/Proposals or any employee who may allot work to, or order supplies from, the successful Bidder/Proposer. In addition, each Bidder/Proposer must reveal any details of company ownership or partnership arrangements of any immediate relative employed by District.

**2. BID AMENDMENT AFTER SUBMISSION AND RFFB CLOSING DATE**

- 2.1. Bids/Proposals submitted may be withdrawn and re-submitted with amendments prior to the closing date for the RFFB. Bid/Proposal amendments submitted in any other manner shall not be accepted or considered by the District.
- 2.2. Any attempts to amend a submitted Bid/Proposal by way of a letter or facsimile or any other document or means, which would result in a Bid/Proposal being incomplete, ambiguous, inconsistent, or otherwise non-compliant, shall result in the Bid/Proposal being rejected.

**3. PATENTS**

- 3.1. The successful Bidder/Proposer will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the RFFB. The successful Bidder/Proposer shall, at its own expense, defend all suits and proceedings instituted against the District and indemnify the District against any award of damages, demands, losses, charges or costs made against District if such suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the successful Bidder/Proposer, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the successful Bidder/Proposer or anyone for whose acts it is liable.
- 3.2. If any of the products, documentation, parts or equipment supplied by the successful Bidder/Proposer constitute an infringement of patent or other intellectual property rights and its use is enjoined, the successful Bidder/Proposer will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non-infringing and meets the District's requirements, or pay

District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the successful Bidder/Proposer or anyone for whose acts it is liable.

**4. GENERAL**

- 4.1. The District may refuse to award a contract to a Bidder/Proposer who has not complied with applicable State and Federal licensing regulations or bylaws or any other requirements.
- 4.2. Each Bidder/Proposer warrants that the products and services it will supply to the District conform in all respects to the standards set forth by State and Federal licensing regulations.
- 4.3. Headings and titles in the RFFB are for convenience only and are not explanatory of the clauses with which they appear.
- 4.4. Any references in the RFFB to statutes or regulations are deemed to include the most recent amendments thereto or replacements thereof.

**5. INDEMNIFICATION**

- 5.1. The successful Bidder/Proposer, by its acceptance of a purchase order, agrees to indemnify and hold harmless, the District, its agents and employees from and against all loss or expense that may be incurred by the District, its officials, officers, employees and agents as a result of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof arising out of, or as a consequence of, the performance of the work stipulated in the RFFB.

**6. COMMITMENT**

- 6.1. Bidders/Proposers are advised that no commitment exists under this RFFB until such time as the successful Bidder/Proposer receives official written confirmation from the Office of the Fire Chief, in the form of a letter from the Board Clerk. See item 2.18 for information regarding a Formal Agreement (Contract).

**7. LIMITATION OF LIABILITY**

- 7.1. Under no circumstances will a Bidder/Proposer be entitled to consequential damages for any loss of profit or damage to reputation.
- 7.2. Under no circumstances will a Bidder/Proposer be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars.
- 7.3. Under no circumstances will a Bidder/Proposer be entitled to limit special damages.

**8. ACCEPTANCE OR REJECTION**

- 8.1. The District reserves the right to reject any and/or all Bids/Proposals, as well as to cancel the project which is the subject of this RFFB. Without limiting the generality of the foregoing, any Bid/Proposal which: is incomplete, obscure, irregular, unrealistic or non-compliant; has erasures, ambiguities, inconsistency or correction(s); omits a price on any one or more items in any

**Filed Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

Schedule; fails to complete the information required in any Schedule or tabulation; and fails to include a duly executed required form may, at the District's sole discretion, be rejected. Furthermore, a response may be rejected on the basis of the Bidders'/Proposers past performance, financial capabilities, completion schedule or failure to comply with state or federal regulations. The purpose of the District is to obtain a Bid/Proposal most suitable to the interests of the District and what it wishes to accomplish. The District has the right to waive any irregularity or insufficiency or non-compliance in any Bid/Proposal submitted and to accept the Bid/Proposal which it deems most favorable to its interests or to reject all Bids/Proposals and cancel the RFFB.

**9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIPP)**

9.1. The District acknowledges that each response may contain information in the nature of trade secrets or commercial, financial, labor relations, scientific or technical information of or about a Bidder/Proposer. The District acknowledges and agrees that responses to this RFFB are provided in confidence and protected from disclosure to the extent permitted under applicable law.

**10. VENDOR PERFORMANCE AND EXCUSABLE DELAYS**

10.1. The successful Bidder/Proposer may be evaluated periodically throughout the course of work and at the end of the project as the case may be. Any evaluations will be shared with the Bidder/Proposer, with the goal of immediate and permanent resolution where problems and concerns occur.  
10.2. The District and Bidders/Proposers acknowledge that delays in performance may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended, but only for such reasonable period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

**11. COST OF PREPARATION**

11.1. Bid/Proposal shall be prepared at the sole cost of the Bidder/Proposer and under no circumstances will the District be responsible for these costs.

**12. GIFTS AND DONATIONS**

12.1. The successful Bidder/Proposer will ensure and certify that no representative of the successful Bidder/Proposer will extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the District. The successful Bidder/Proposer will report any attempt by any employee of the District to obtain such favors to the Office of the Fire Chief.

**13. CLARIFICATION**

13.1. The District reserves the right to seek clarification from any Bidder/Proposer to assist in the evaluation of its Bid/Proposal.

**14. NEGOTIATION**

14.1. By submitting a Bid/Proposal, a Bidder/Proposer accepts that a contract may be concluded upon notification by the District. However, the District reserves the right to negotiate with any Bidder/Proposer the terms and conditions of the Bid/Proposal. If the parties, after having bargained in good faith, are unable to conclude a formal agreement, the District and the Bidder/Proposer will be released, without penalty, or

further obligations other than any surviving obligations regarding confidentiality and the District may, at its own discretion, contact other Bidders/Proposers whose Bids/Proposals are considered suitable for the project and attempt to conclude a formal agreement with them.

**15. INTELLECTUAL PROPERTY**

15.1. The successful Bidder/Proposer represents and warrants that it has the sole and unrestricted right title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the contract.  
15.2. The successful Bidder/Proposer shall pay all fees associated with the use of the intellectual property, including, but not limited to, license fees and royalties, required for the performance of the contract.  
15.3. The successful Bidder/Proposer shall hold the District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the successful Bidder's/Proposers performance of the contract which are attributable to an infringement or an alleged infringement by the successful Bidder/Proposer, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Successful Bidder/Proposer, the Successful Bidder/Proposer, at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the Work generally, all subject to the prior written approval by the District.

**16. EXECUTION OF FORMAL AGREEMENT**

16.1. If the Bidder's/Proposer's Bid/Proposal is accepted, the Bidder/Proposer may be required to enter into a separate Formal Written Agreement.  
16.2. The Formal Written Agreement will be prepared by the District and provided to the Bidder/Proposer for review. The Bidder/Proposer will endeavor, in good faith and in a timely manner, execute the Formal Written Agreement (Contract) and return the executed document to the District.  
16.3. Absent a separate Formal Written Agreement, the terms and conditions of the Request for Formal Bid/Proposal, including referenced Attachments, will prevail and act as the Contract.

**17. NO COLLUSION**

17.1. Except as otherwise specified or by reason of a provision of the contractual documents, no person either natural, or corporation, other than the Bidder/Proposer, has or will have any interest or share in its Bid/Proposal or in any award or contract arising out of this RFFB. There is no collusion or arrangement between the Bidder/Proposer and any other actual or prospective Bidders/Proposers, in connection with Bids/Proposals submitted in response to this RFFB, and the Bidder/Proposer has no knowledge of the contents of other Bids/Proposals and has made no comparison of figures or

Filed Out by Vendor

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

agreement or arrangement, express or implied, with any other party in connection with the making of its Bid/Proposal.

**18. RIGHT TO TERMINATE THE CONTRACT**

18.1. Any of the following occurrences or acts will constitute a material breach by the successful Bidder/Proposer under the terms and conditions of the contract:

Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the District has given the successful Bidder/Proposer notice in writing. If the failure cannot be remedied within fifteen (15) days, then the District, at its discretion, may extend, in writing, the time period, or terminate the contract; an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties; or the appointment of a Receiver for the successful Bidder/Proposer. In the event either Subparagraphs (b) or (c) occur, as set forth in this Bid/Proposal, the District will have the right to terminate the contract immediately, which shall be done in writing and sent to the Bidder/Proposer via certified, U.S. Mail.

18.2. Notwithstanding anything contained herein, the District may, at any time during the term of the contract, upon giving 30-days written notice to the successful Bidder/Proposer, terminate the contract, if the District is of the opinion that the services supplied by the successful Bidder/Proposer are of a unsatisfactory standard to the District or that the successful Bidder/Proposer no longer has the financial capability to perform its obligations under the contract. Further, the District, in its sole discretion, may terminate the agreement for reasons including, but not limited to, unethical or criminal activities upon giving 7-days written notice to the successful Bidder/Proposer.

**19. NO WITHDRAWAL OF BID/PROPOSAL**

19.1. A Bid/Proposal is a specialty instrument by the Bidder/Proposer and is irrevocable. Therefore, it may not be withdrawn after its opening until it has been considered and either rejected or accepted by the District, or the RFFB has been cancelled.

**20. ACCEPTANCE OF BID/PROPOSAL**

20.1. The acceptance of a Bid/Proposal by the District will be made by written notice, from the Office of the Fire Chief, addressed to the successful Bidder/Proposer, at the address given in the Bid/Proposal.

**21. EVALUATION CRITERIA**

21.1. The District retains the option to clarify bid information and/or request on site evaluation of the product from any vendors once the bidding process is closed.

21.2. The following criteria will be utilized by the Evaluation Team to determine the successful vendor:

Compliance with mandatory elements of RFFB

21.3. No conflict of interest

21.4. Bidder adheres to the instructions of the RFFB

Service/product

Compliance with scope of work/specifications

Cost

**22. If successful, the Bidder/Proposer may be required to provide: A CREDIT CHECK**

22.1. The successful Bidder/Proposer agrees to allow and authorize the District to conduct a credit check. A "Credit Application" form shall be completed and returned to the District within 24 hours after receipt by the successful Bidder/Proposer, if so requested by the District.

**23. PERFORMANCE GUARANTEE**

23.1. A contract performance guarantee will be required in a form, type and amount, to be mutually agreed upon during contract negotiations between the District and the successful Bidder/Proposer. All costs associated with obtaining said performance guarantee will be the sole responsibility of the successful Bidder/Proposer.

**24. INSURANCE REQUIREMENTS**

24.1. The successful Bidder/Proposer shall, during the term of this Agreement and at its own expense, maintain with Insurers, satisfactory to the District's General Counsel, the following insurance policies:

24.1.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy shall include:

24.1.2. District as an Additional Insured;  
A Cross Liability clause;  
Contractual Liability Coverage; and  
Non-Owned Automobile Liability Clause.

24.1.3. A Professional Liability insurance policy for damages arising out of errors, omissions, or negligent acts by or on behalf of the Bidder/Proposer in providing professional services under this Agreement, such insurance policy to be in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one claim, and in the annual aggregate, or such other amount as agreed to by the District and the Bidder/Proposer and confirmed in writing, and such insurance shall remain in full force and effect for at least twenty four (24) months after completion of the contract, if applicable.

24.2. That said insurance policies shall include a provision for the District to be given thirty (30) days prior written notice of cancellation, and thirty (30) days prior written notice of any material change(s) requested by Bidder/Proposer of said insurance policies.

24.3. The Bidder/Proposer shall furnish documentary evidence, satisfactory to the District's General Counsel, of evidence of such policies and of the renewal or continuance of such insurances within ten (10) business days of any expiration date(s) thereof.

24.4. The Bidder/Proposer, and not the District, shall be responsible for any deductible that may apply in any of the said insurance policies.

24.5. The Bidder/Proposer covenants and agrees that the District's insurance requirements mentioned above shall not be construed to and shall in no manner limit or restricts the liability of the Bidder/Proposer.

Filed Out by Vendor

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**25. PROVEN SATISFACTORY PERFORMANCE**

25.1. The District reserves the right to reject any Bid/Proposal based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the District, or a comparable fire agency. Whether a product meets this requirement shall be at the sole decision of the District. The lowest monetary bid of any of the submitted Bids/Proposals will not necessarily be accepted

**26. WARRANTY**

26.1. The Bidder/Proposer shall supply information regarding the warranty that the Bidder/Proposer is prepared to offer to the District, including the warranty period for each item and all warranty terms and conditions.  
26.2. The warranty and service period shall commence after systems have passed the acceptance testing by the District, if applicable.

**27. MAINTENANCE AND SUPPORT**

27.1. If applicable, the Bidder/Proposer should supply information regarding maintenance and support available to support the proposed system after the warranty period has elapsed.  
27.2. The Bidder/Proposer should supply a copy of their standard maintenance agreement, if applicable.

**28. INVOICES AND PAYMENTS**

28.1. The bidder shall submit properly certified invoices to District. The invoice(s) shall contain the following information: The purchase order number, item numbers, description of supplies or services, quantities, unit prices, and discounts, if applicable.  
28.2. When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by District.

28.3. Failure to comply with these requirements or to provide an invoice in conformance with this bid document may delay payment.  
28.4. District does not anticipate issuing a separate contract to bind both parties to the terms and conditions of this Bid. The successful bidder's acceptance of the purchase order will be acknowledgment of the bidder's intent to be bound by the terms and conditions as stated in this document.  
28.5. District will not be bound by prices contained in an invoice that are higher than the original Bid. If a price increase has not been accepted in writing by District, the invoice may be rejected and returned all items to the bidder at no cost to District.  
28.6. No advance payment shall be made for the goods or services furnished by the bidder pursuant to this Contract.  
28.7. Standard government payment terms are net 45 days from date of receipt of goods or invoice, whichever is later.

**29. NON-EXCLUSIVITY**

29.1. The District may elect to purchase any items listed in this agreement from another vendor if this is beneficial and is in the best interest of District in order to fulfil its mission of providing fire and emergency services to the public.

**30. REJECTION OF GOODS OR SERVICES AND REPROCUREMENT COST**

30.1. After award, District representatives shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of this Bid. All rejected goods or services shall be replaced.  
30.2. Items found defective or not meeting Bid specifications shall be picked up and replaced by the successful Bidder/Proposer at the next service date at no expense to the District. If any item(s) refused are not picked up within one week after notification, the item will become a donation to the District unless otherwise agreed upon by the District.  
30.3. When a Proposer fails to furnish goods or services in accordance with terms of this Contract, and District must purchase at a price greater than the contract price, the difference may be charged to the Contractor.

**Filled Out by Vendor**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

CONTACT INFORMATION FORM

Choose one:

Sole Owner

Partnership

Corporation

Firm Name: \_\_\_\_\_

Contractor's License# \_\_\_\_\_ Class \_\_\_\_\_ Business License# \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St \_\_\_\_\_ Zip-Code \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

QUOTE

What would be your anticipated Start Date (Completion required within 30 calendar days after Notice of Award)?

\_\_\_\_\_

Total Project Cost, including but not limited to, permits, testing, materials, labor, tools and equipment:

\$ \_\_\_\_\_

Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Filled Out by Vendor

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**PROJECT DATA FORM - #1**

Complete for each comparable project submitted as evidence of your firm's experience.

**SECTION 1- DESCRIPTION OF PROJECT**

Project Name: \_\_\_\_\_ Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Start Date _____	Completion Date _____	Project Dollar amount _____
------------------	-----------------------	-----------------------------

If completion did not occur within the Contract time at bid date or within the formally adjusted Contract Time, then explain the reason or reasons for the delay:

**SECTION 2- ROLE OF THE FIRM**

How is this project comparable to our project? \_\_\_\_\_

**SECTION 3- PROJECT INFORMATION**

Project Owner \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

**SECTION 4-REFERENCE INFORMATION**

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**FILLED OUT BY VENDOR**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**PROJECT DATA FORM - #2**

Complete for each comparable project submitted as evidence of your firm's experience.

**SECTION 1- DESCRIPTION OF PROJECT**

Project Name: \_\_\_\_\_ Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Start Date _____	Completion Date _____	Project Dollar amount _____
------------------	-----------------------	-----------------------------

If completion did not occur within the Contract time at bid date or within the formally adjusted Contract Time, then explain the reason or reasons for the delay:

**SECTION 2- ROLE OF THE FIRM**

How is this project comparable to our project? \_\_\_\_\_

**SECTION 3- PROJECT INFORMATION**

Project Owner \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

**SECTION 4-REFERENCE INFORMATION**

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**FILLED OUT BY VENDOR**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**PROJECT DATA FORM - #3**

Complete for each comparable project submitted as evidence of your firm's experience.

**SECTION 1- DESCRIPTION OF PROJECT**

Project Name: \_\_\_\_\_ Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Start Date _____	Completion Date _____	Project Dollar amount _____
------------------	-----------------------	-----------------------------

If completion did not occur within the Contract time at bid date or within the formally adjusted Contract Time, then explain the reason or reasons for the delay:

**SECTION 2- ROLE OF THE FIRM**

How is this project comparable to our project? \_\_\_\_\_

**SECTION 3- PROJECT INFORMATION**

Project Owner \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

**SECTION 4-REFERENCE INFORMATION**

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**Reference**  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**FILLED OUT BY VENDOR**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**SUB-CONTRACTOR CONTACT INFORMATION FORM**

<b>Choose One</b>	<input type="checkbox"/> <b>Sole Owner</b>	<input type="checkbox"/> <b>Partnership</b>	<input type="checkbox"/> <b>Corporation</b>
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached <input type="checkbox"/> Yes <input type="checkbox"/> No			

<b>Choose One</b>	<input type="checkbox"/> <b>Sole Owner</b>	<input type="checkbox"/> <b>Partnership</b>	<input type="checkbox"/> <b>Corporation</b>
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached <input type="checkbox"/> Yes <input type="checkbox"/> No			

<b>Choose One</b>	<input type="checkbox"/> <b>Sole Owner</b>	<input type="checkbox"/> <b>Partnership</b>	<input type="checkbox"/> <b>Corporation</b>
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached <input type="checkbox"/> Yes <input type="checkbox"/> No			

**FILLED OUT BY VENDOR**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_

**BID PACKET CHECKLIST**

- Signed and responded to all pages of this RFPF
- 1 original complete packet (Marked **ORIGINAL**)
- 2 Copies of original complete packet (Marked **COPY**)
- Contact Information Form / Quote
- Project Data Form - #1
- Project Data Form - #2
- Project Data Form - #3
- Sub-Contractor Contact Information Form
- Proposal Packet Checklist

---

**FILLED OUT BY VENDOR**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Print Name: \_\_\_\_\_ Company name: \_\_\_\_\_