



# Sacramento Metropolitan Fire District

HEADQUARTERS: 10545 Armstrong Ave., Ste. 200 • Mather, CA 95655-4102 • 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  
Fire Chief

## REQUEST FOR QUALIFICATIONS (RFQ14-02)

The Sacramento Metropolitan Fire District is seeking qualified vendors for: **Community Risk Reduction Division (CRRD) Building Plan Review Services**

**SUBMIT SEALED WRITTEN PROPOSAL TO:** Sacramento Metropolitan Fire District  
Attn: Sherry Kelly, Interim Board Clerk  
10545 Armstrong Ave., Ste. 200  
Mather, CA 95655-4102

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

**RFQ14-02: CRRD Building Plan Review Services**

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 this RFQ should be submitted by email to:**

Bill Daniels, Fire Marshal  
[daniels.bill@metrofire.ca.gov](mailto:daniels.bill@metrofire.ca.gov)

**Any questions regarding the RFQ should be submitted by email to:**

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

**Proposers are responsible for acquiring and submitting the latest version of the RFQ; failure to submit latest version may be deemed non responsive and the proposal rejected.**

### RFQ SCHEDULE:

	Date	Time	Location
Issued Date	Tue February 11, 2014		
Questions Deadline	Wed February 19, 2014	4:00 pm	By email only
Submission Deadline	Mon February 24, 2014	4:00 pm	District Headquarters
Proposals Opening	Tue February 25, 2014	10:00 am	District Headquarters
Interviews with Selected Respondents	Fri February 28, 2014	TBA	TBD
Anticipated Recommendation for Board Approval	Fri March 07, 2014		
Anticipated Board Approval	Thu March 13, 2014	6:00 pm	District Headquarters
Anticipated Award Notification	Mon March 17, 2014		
Published Dates: Sacramento Bee	Thu February 13, 2014 and Tue February 18, 2014		

### **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 "Submit Sealed Written Proposal To" section will not be accepted.

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

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

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**INTRODUCTION**

The Sacramento Metropolitan Fire District (District) is seeking Statements of Qualifications from interested and qualified persons and/or firms to provide Plan Review services on an as needed basis for the Community Risk Reduction Division (CRRD). It is the intent of the District to seek a non exclusive multiple award for this service.

The Community Risk Reduction Division reviews approximately 5,000 plans each year. The selected firms will assist current in-house plan review staff to provide our community expedient and quality service.

**BACKGROUND**

The District serves a population of over 640,000 in a 417 square mile service area; it is the 7th largest fire agency in the State of California. Metro Fire is a combination of 16 smaller fire departments that, over the years, merged to create this California Special District. The last merger was in December 2000 when American River Fire Department and Sacramento County Fire Protection District merged to form the Sacramento Metropolitan Fire District.

**SCOPE OF WORK**

The selected proposer will provide plan review services as requested by the District for commercial and residential projects within the District's boundaries. All reviews will be in compliance with current local, state and federal codes adopted by the District to include, but not limited to the following:

- Current adopted California Fire Code (CFC)
- Current adopted California Building Code (CBC) - sections adopted by California State Fire Marshal
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Standards
- California Health & Safety Code
- Appropriate listings (CSFM, U.L., etc.)
- Fire District standards

Provided for reference below are some types of plans the District will contract out for review with emphasis on fire prevention, fire protection and life safety:

- Civil Engineering
- Fire Alarm Systems
- Flow and Tamper Alarm Systems
- New Building Plans
- Fire Sprinkler Systems
- Tenant Improvements
- Underground Fire Systems

Selected proposer shall provide the following:

1. Review plans according to timeline provided by the District.
2. Shall be available to address applicant's concerns and discuss plan review comments.
3. Shall pick-up all plans to be reviewed from District's CRRD Office. Courier service is acceptable.
4. Shall deliver reviewed plans and documents back to District's CRRD Office. Courier service is acceptable.
5. Shall be available to meet with District's personnel to discuss review and project comments.
6. Shall possess all necessary and current licenses and certifications to include, but not limited to, ICC or CSFM certification as a fire plans examiner, or Fire Protection Engineer.
7. Shall have detailed knowledge of the latest applicable codes and regulations (local, state, and federal)
8. Shall provide a comment letter that indicates the necessary corrections noted during the review

**PLAN REVIEW TURNAROUND TIME**

Selected proposer(s) shall maintain to the following time line for plan review

- Original submittal: 10 working days from receipt of plans
- Additional reviews: 5 working days from receipt of plans

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- Immediate communication with District contact is required from Successful Contractor if plan review cycle schedule is exceeded, or expected to be exceeded
- If the review is completed and returned to the District in one (1) to five (5) days in excess of the due date, a 5% reduction in cost to the District shall be imposed. If the review is completed and returned to the District in six (6) to ten (10) days in excess of the due date, a 10% reduction to the District shall be imposed. If the response time exceeds ten (10) days in excess of the due date, the plan review shall be completed at no cost to the District. Penalties will be assessed at the discretion of the District.

#### Plan Review Services:

1. Plan review shall be performed at the consultant's offices
2. Consultant shall assign personnel who are professionally qualified to perform commercial, industrial, and/or residential construction plan review as determined by the District
3. Consultant shall designate one individual as the primary contact for all communications between the District and consultant.
4. Consultant shall furnish assigned personnel with all necessary materials, resources, and training to conduct plan review. Consultant is to maintain a current copy of County amendments, District standards, policies, procedures, and forms. The consultant shall contact the District if there are questions or alternative arrangements are requested.
5. Plan approval shall not be recommended for approval to the District until all code compliance issues are resolved to the best of the consultant's knowledge and all permit issuance requirements of the District are satisfied. The consultant shall contact the District if there are questions or alternative arrangements requested.
6. Plan review comment letters shall be completed.
7. Consultant shall pick all documents to be reviewed at District's CRRD office. Consultant shall conduct plan review within time frames established herein. Upon completion of each plan review, the consultant shall provide an electronic copy of the plan review comments. Upon completion of the plan review where approval of the documents are recommended, the consultant shall provide a minimum of two (2) complete sets of all final review documents annotated as approved to the District which shall include a complete and final invoice for the project being recommended for approval.
8. Consultant shall conduct and coordinate all communications with the District's representative. The consultant shall not contact the applicant when the plans are approved. The District will notify the applicant when the permit is ready to be issued.
9. Code interpretations are subject to final review and approval by the Fire Marshal. All plan review comments are subject to the review of the District as requested.
10. The consultant shall be available within one (1) business day to respond to questions from the District that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.

#### RESTRICTION ON COMMUNICATION WITH STAFF

Questions about the RFQ must be submitted in writing and include the company name and RFQ name to Mark Jones, Purchasing Manager by email [jones.mark@metrofire.ca.gov](mailto:jones.mark@metrofire.ca.gov).

Technical questions must be submitted in writing and include company name and RFQ name to Bill Daniels, Fire Marshal, by email [daniels.bill@metrofire.ca.gov](mailto:daniels.bill@metrofire.ca.gov).

All questions must be submitted by **Wednesday, February 19, 2014**. Any questions received after this time will not be addressed. No questions other than written will be accepted. Once this RFQ is issued and until a selection is made and the

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selection is announced, firms are not allowed to communicate for any reason with any District employee other than the two contacts provided above. Under no circumstances will verbal answers or comments be binding, only direct communication documented via e mail will be considered valid in this process. The District reserves the right to reject any proposal for violation of this provision.

#### **AMENDMENTS**

The District reserves the right to issue addenda or amendments to this RFQ. It is recommended that each proposer make contact with the Purchasing Manager, Mark Jones, of intent to submit a proposal in order to receive notifications of addenda or amendments. It is ultimately the proposer's responsibility to obtain any and all addenda or amendments and to submit the right document(s) requested. The District reserves the right to extend the date that responses are due.

#### **SUB-CONTRACTING**

Selected proposer shall not assign or subcontract any portion of this agreement or transfer, assign or outsource any claim, pursuant to this contract, without prior written consent from the District.

#### **NEGOTIATIONS**

The District may require the potential proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

#### **CHANGE OF ADDRESS**

Proposer shall notify the District in writing of any change in mailing address within ten (10) business days of the change.

#### **OPENING OF PROPOSALS**

The Proposals will be opened publicly and read aloud. Proposers are welcome to attend Proposal openings. Proposal openings will be listed by proposer name and address. Evaluation of all Proposals will be done at a separate time following Proposal opening.

#### **COSTS OF PREPARATION**

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

#### **INVOICING**

Invoices shall be submitted to the: Sacramento Metropolitan Fire District, Attn: Account Payable, 10545 Armstrong Ave., Ste. 200, Mather, CA 95655-4102

- Proposer must accept a purchase order from the District with Government net 45 day payment terms.

#### **NON-EXCLUSIVE CONTRACT**

The District reserves the right to contract with other professional service firms during the contract term.

#### **FORMAL AGREEMENT**

Proposer will be required to enter into a formal agreement with the District. This RFQ sets forth some of the general provisions which will be included in the final contract.

#### **CONTRACT INFORMATION**

- Duration: Contract shall be in effect for One (1) year from date of agreement; for a period of twelve (12) months.
- Renewal: The Contract may be extended, subject to written notice of agreement from the District and successful Proposer, for up to two (2) additional twelve (12) month periods beyond the primary contract period. Said extension shall be subject to the same terms and conditions as the present contract.
- Termination: The District reserves the right to terminate the contract at any time by providing thirty (30) day written notice. In the event of contract termination or bankruptcy/dissolution of the contractor, all accounts and documentation relating to The District's accounts shall be returned to the District, regardless of status or payment arrangements made with consumers.

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**EVALUATION CRITERIA**

The purpose of the RFQ is to enable the District to select the most qualified firms with whom it intends to enter into negotiations for plan review services. An award may be issued to other than the lowest responsible and responsive proposer.

The District will use a qualifications-based selection process. After all submittals get reviewed the District may conduct interviews. The District reserve the right to request additional information which, in its sole opinion, is necessary to assure that the firm’s competence, number of qualified employees, business organization and financial resources are adequate to perform the required services for the District.

Evaluation will be based upon but not limited to the following criteria:

- Experience and efficiency with similar projects.
- Qualification and experience of the proposed project team.
- Proposed methods of the overall plan to accomplish the work in a timely and competent manner within the Districts constraints and time frames.
- Conformance to the specified RFQ format.
- Organization, presentation, and content of the RFQ.
- Price
- References
- Proposer or firm past relationship/performance with the District
- Any other relevant factors listed in this solicitation

The District realizes that conditions other than price are important and will award contract (s) based on the proposal that best meets the needs of the District. While Cost may not be the primary factor in the evaluation, it is an important factor.

**ADDITIONAL DISTRICT WORK**

While this Proposal request is for the particular project outlined in this document, information gathered in the evaluation process may be used to determine and name a proposer that would be in the District’s best interest to work on future projects. All future project and/or services awards require a meet and confer between the District and selected firm to discuss any new or additional services, and both the District and selected firm have agreed on terms.

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**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: \$1,000,000
- Products Comp/Op Aggregate: \$1,000,000
- 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.

**PROFESSIONAL LIABILITY**

- Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

**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.

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

**STATEMENT OF QUALIFICATIONS FORMAT**

Proposing firms shall provide a written description of their qualifications, experience and capabilities to successfully perform the duties stated herein. The Statement of qualifications shall be prepared in a clear and concise manner. Additional material submitted may not be substituted for the requested information.

**SUBMITTAL FORMAT**

The requested statement of qualifications questionnaire should include the following, using the same format and sequence. Proposals shall be no more than 20 typed pages using 12-point font size, not including resumes of key people. Proposal should be straightforward, concise and provide "layman" explanations for technical terminology.

Provide one (1) original and two (2) copies, total of three (3) complete packets. Materials shall be provided in a 3 ring binder with tabs dividing each section:

**A. Complete RFQ proposal packet****B. Cover letter** containing:

- Company Name
- Address
- Phone and Fax Number
- Email and website
- General description of the company.

**C. Company profile:** Provide general information about the company including; size of organization, number of employees, location of all offices, years in business, business name for the last 10 years, name of owners and principal parties, and a brief summary of firm's history and experience specifically related to enforcement of the appropriate local, state and federal codes.**D. Staffing:**

- Provide information showing all staff assignments, assigned duties and job titles; including organizational chart.
- Provide a list of individual (s) who will be working on this project and indicate the functions that each will perform.
  - For each designated individual, state their position in the firm, and specific plan review experience, include any municipalities similar to the District they have previously been involved with.
- Contractor shall provide a liaison to the District. This individual will be a full-time employee of the Contractor. This Liaison shall be available during regular business hours and have an alternate contact available in his/her absence.
- Adequate personnel shall be provided to handle District's accounts.
- Provide ratio of personnel to accounts that would be assigned to handle the Districts contract.

**E. Project Understating:**

- Provide a synopsis of your company understanding of the District needs and demonstrate how your company plans to meet them.
- Provide a concise statement of the services being proposed.
- What efforts will your firm undertake to achieve client/customer satisfaction on meeting the expectations and requirement set forth in this RFQ?
- Provide a project schedule, identifying tasks and deliverables to be performed, duration for each task, and overall type of completion.

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**F. Experience and Qualifications:**

- Provide a summary of your company’s demonstrated capability, including length of time that your firm has provided services being requested, in this RFQ.
- References: Describe five (5) firms with similar contracts and at least three government agencies your company has done business with or is currently doing business with. Include company name, address, contact name, phone number, email, project description, project start and end dates,. (use project data form pgs 16-18)
- Provide a list of municipal fire departments company is currently servicing.
- Provide a statement that your firm does not have any commitments or potential commitments which may impact the ability to perform the services requested.
- Provide copies of all licenses, permits, and certifications your company possesses that pertain to the scope of this work.

**G. Past Performance Record: if any of the following has occurred, please describe in detail circumstances for each occurrence:**

- Failure to enter into a contract once selected.
- Withdrawal of a proposal as result of an error.
- Termination or failure to complete a contract
- Suspension or debarment by any municipal, county, state, federal or local agency.
- Involvement in litigation, arbitration or mediation with a public client in California within the last five (5) years.
- Conviction of the firm or its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- Identify all clients that have terminated services with your company for the last five (5) years.

**H. Fee Schedule:**

- Include the firm’s schedule of hourly rates for the proposed team, including overtime
- The percentage mark up of reimbursable expenses, if any, shall also be specified. Include mileage travel
- All business costs shall be included in the total collection fee. For example, personnel, forms, postage, courier fees, etc. shall be included in the total collection fee.
- Provide your company’s proposed fee schedule for the services the District is requesting.
- The cost will include all charges for contract duration period.
- Provide all pricing costs for an additional renewal period.
- Provide any additional fee/charges that your company will charge, and/or any additional services that may be available.

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**PROPOSER SUBMISSION INSTRUCTIONS**

**SUBMISSION PACKET**

To successfully submit a 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:

1. The "Request For Qualifications Document" with signature, title, date, printed name and company name at the bottom of each page indicating that the Proposal document, including attachments, were received and read.
2. Proposer must submit three (3) copies of its response, one (1) clearly marked "Original," the other two (2) clearly marked "Copy."
3. Proposer is required to provide contact information as soon as possible to receive any Proposal amendments and changes prior to closing.
  - Proposer shall email Mark Jones at [jones.mark@metrofire.ca.gov](mailto:jones.mark@metrofire.ca.gov) stating intentions to submit Proposal.
  - Contact information should include: proposer'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.
4. Unless otherwise stated, it will be our understanding that all specifications requested in RFQ will be met. Unwillingness or inability to comply with any specific provisions in the RFQ may result in the Proposal being rejected.
5. Deviations from specifications must be stated by the proposer when submitting a Bid. If not stated, the District assumes that the specifications are going to be met.

**SUBMISSION METHOD**

Sealed Proposals 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.

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

## GENERAL CONDITIONS

### 1. SUBMISSION OF PROPOSAL (herein sometimes also referred to as "response")

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

### 2. PROPOSAL AMENDMENT AFTER SUBMISSION AND RFQ CLOSING DATE

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

### 3. PATENTS

- 3.1. The successful 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 RFQ. The successful 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 Proposer, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the successful Proposer or anyone for whose acts it is liable.
- 3.2. If any of the products, documentation, parts or equipment supplied by the successful Proposer constitute an infringement of patent or other intellectual property rights and its use is enjoined, the successful 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 Proposer or anyone for whose acts it is liable.

### 4. GENERAL

- 4.1. The District may refuse to award a contract to a Proposer who has not complied with applicable State and Federal licensing regulations or bylaws or any other requirements.
- 4.2. Each 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 RFQ are for convenience only and are not explanatory of the clauses with which they appear.
- 4.4. Any references in the RFQ to statutes or regulations are deemed to include the most recent amendments thereto or replacements thereof.

### 5. INDEMNIFICATION

- 5.1. The successful 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 RFQ.

### 6. COMMITMENT

- 6.1. Proposers are advised that no commitment exists under this RFQ until such time as the successful Proposer receives official written confirmation from the Office of the Fire Chief, in the form of a letter from the Board Clerk. See item 16 for information regarding a Formal Agreement (Contract).

### 7. LIMITATION OF LIABILITY

- 7.1. Under no circumstances will a Proposer be entitled to consequential damages for any loss of profit or damage to reputation.
- 7.2. Under no circumstances will a 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 Proposer be entitled to limit special damages.

### 8. ACCEPTANCE OR REJECTION

- 8.1. The District reserves the right to reject any and/or all Proposals, as well as to cancel the project which is the subject of this RFQ. Without limiting the generality of the foregoing, any 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 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 Proposers' past performance, financial

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

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

capabilities, completion schedule or failure to comply with state or federal regulations. The purpose of the District is to obtain a 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 Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFQ.

**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 Proposer. The District acknowledges and agrees that responses to this RFQ are provided in confidence and protected from disclosure to the extent permitted under applicable law.

**10. PROPOSER PERFORMANCE AND EXCUSABLE DELAYS**

10.1. The successful 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 Proposer, with the goal of immediate and permanent resolution where problems and concerns occur.  
10.2. The District and 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. Proposal shall be prepared at the sole cost of the Proposer and under no circumstances will the District be responsible for these costs.

**12. GIFTS AND DONATIONS**

12.1. The successful Proposer will ensure and certify that no representative of the successful Proposer will extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the District. The successful 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 Proposer to assist in the evaluation of its Proposal.

**14. NEGOTIATION**

14.1. By submitting a Proposal, a Proposer accepts that a contract may be concluded upon notification by the District. However, the District reserves the right to negotiate with any Proposer the terms and conditions of the Proposal. If the parties, after having bargained in good faith, are unable to conclude a formal agreement, the District and the 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 Proposers whose Proposals are considered suitable for the project and attempt to conclude a formal agreement with them.

**15. INTELLECTUAL PROPERTY**

15.1. The successful 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 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 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 Proposer's performance of the contract which are attributable to an infringement or an alleged infringement by the successful 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 Proposer, the Successful 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 Proposer's Proposal is accepted, the 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 Proposer for review. The 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 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 Proposer, has or will have any interest or share in its Proposal or in any award or contract arising out of this RFQ. There is no collusion or arrangement between the Proposer and any other actual or prospective Proposers, in connection with Proposals submitted in response to this RFQ, and the Proposer has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of its Proposal.

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**FILLED OUT BY PROPOSER**

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

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

**18. RIGHT TO TERMINATE THE CONTRACT**

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

- a) 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 Proposer notice in writing.
- b) 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 Proposer.
- c) In the event either Subparagraphs (b) or (c) occur, as set forth in this Proposal, the District will have the right to terminate the contract immediately, which shall be done in writing and sent to the 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 Proposer, terminate the contract, if the District is of the opinion that the services supplied by the successful Proposer are of a unsatisfactory standard to the District or that the successful Proposer no longer has the financial capability to perform its obligations under the contract.

18.3. 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 Proposer.

**19. NO WITHDRAWAL OF PROPOSAL**

19.1. A Proposal is a specialty instrument by the 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 RFQ has been cancelled.

**20. ACCEPTANCE OF PROPOSAL**

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

**21. EVALUATION CRITERIA**

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

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

- Compliance with mandatory elements of RFQ
- No conflict of interest
- Proposer adheres to the instructions of the RFQ
- Service/product
- compliance with scope of work/specifications
- Cost

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

22.1. The successful 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 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 Proposer. All costs associated with obtaining said performance guarantee will be the sole responsibility of the successful Proposer.

**24. INSURANCE REQUIREMENTS**

24.1. The successful 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 ONE MILLION DOLLARS (\$1,000,000.00) inclusive limit for any one occurrence and such policy shall include:

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

24.1.2. A Professional Liability insurance policy for damages arising out of errors, omissions, or negligent acts by or on behalf of the 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 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 Proposer of said insurance policies.

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

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

**FILLED OUT BY PROPOSER**

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

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

**25. PROVEN SATISFACTORY PERFORMANCE**

25.1. The District reserves the right to reject any 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 Proposal of any of the submitted Proposals will not necessarily be accepted

**26. WARRANTY**

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

**28. INVOICES AND PAYMENTS**

28.1. The Proposer 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 Proposal 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 Proposal. The successful Proposer's acceptance of the purchase order will be acknowledgment of the Proposer'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 Proposal. If a price increase has not been accepted in writing by District, the invoice may be rejected and returned all items to the Proposer at no cost to District.  
28.6. No advance payment shall be made for the goods or services furnished by the Proposer pursuant to this Contract.  
28.7. Standard government payment terms are net 45 days from date of receipt of goods or invoice, whichever is latter.

**29. NON-EXCLUSIVITY**

29.1. The District may elect to purchase any items listed in this agreement from another proposer 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 Proposal. All rejected goods or services shall be replaced.  
30.2. Items found defective or not meeting Proposal specifications shall be picked up and replaced by the successful 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.

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**FILLED OUT BY PROPOSER**

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

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

**COMPANY/CONTACT INFORMATION FORM**

**COMPANY INFORMATION**

Type of Applicant     New Vendor                       Existing Vendor

Choose One     Joint Venture     Partnership     Proprietorship     Corporation

Other  
explain \_\_\_\_\_

If Corporation Date Incorporated \_\_\_\_\_  
States Incorporated \_\_\_\_\_  
States Registered as Foreign Corporation \_\_\_\_\_

Choose One     Non-Profit Corporation                       For Profit Corporation

Business License# \_\_\_\_\_ Federal Tax Identification # \_\_\_\_\_

Legal Contractual Name of Firm: \_\_\_\_\_

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

**CONTACT INFORMATION**

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

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

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

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

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

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

**FILLED OUT BY PROPOSER**

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

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

**EXPERIENCE**

Describe five (5) firms with similar contracts and at least three (3) government agencies your company has done business with or is currently doing business with

PROJECT INFORMATION – GOVERNMENT AGENCY #1	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

PROJECT INFORMATION – GOVERNMENT AGENCY #2	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

PROJECT INFORMATION – GOVERNMENT AGENCY #3	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

**FILLED OUT BY PROPOSER**

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

PROJECT INFORMATION – OTHER AGENCIES #1	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

PROJECT INFORMATION – OTHER AGENCIES #2	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

PROJECT INFORMATION – OTHER AGENCIES #3	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

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**FILLED OUT BY PROPOSER**

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

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

PROJECT INFORMATION – OTHER AGENCIES #4	
Firm Name	_____
Address _____	City: _____ St: _____ Zip _____
Contact Name _____	Title _____
Phone _____	E-mail _____
Type of Service Performed _____	Contract Amount \$ _____
From: _____	To: _____
Brief Summary of work provided: _____	

PROJECT INFORMATION – OTHER AGENCIES #5	
Firm Name	_____
Address _____	City: _____ St: _____ Zip _____
Contact Name _____	Title _____
Phone _____	E-mail _____
Type of Service Performed _____	Contract Amount \$ _____
From: _____	To: _____
Brief Summary of work provided: _____	

**FILLED OUT BY PROPOSER**

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

**PROPOSAL PACKET CHECKLIST**

- Signed, filled out and responded to all pages of this RFQ
- 1 original complete packet (marked **ORIGINAL**)
- 2 copies of the complete packet
- Company/Contact Information Form (filled out)
- Project Data Form for each project requested (filled out)
- Proposal Packet Checklist

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**FILLED OUT BY PROPOSER**

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