



# 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

## REQUEST FOR FORMAL BID (RFFB) 13-14: Microsoft® Licenses

The Sacramento Metropolitan Fire District is requesting written Bids for: Microsoft® Licenses

**SUBMIT SEALED WRITTEN BID 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 Bid envelope or package

**FB13-14: Microsoft® Licenses**

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

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

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

**ANY QUESTIONS REGARDING THE RFFB 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	November 15, 2013		
Submission Deadline	December 02, 2013	4:00 pm	District Headquarters
Bids Opening	December 03, 2013	10:00 am	District Headquarters
Anticipated Recommendation for Board Approval	December 06, 2013		
Anticipated Board Approval	December 12, 2013	6:00 pm	
Anticipated Award Notification	December 16, 2013	6:00 pm	
Published Dates	Tuesday, November 19, 2013 and Monday, November 25, 2013		

**NO EXCEPTIONS**

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

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

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

**INTRODUCTION**

The Sacramento Metropolitan Fire District (Metro Fire) is the largest special district in the County of Sacramento and the seventh largest local fire agency in the State of California. The District consists of approximately six hundred ninety (690) employees with an area encompassing 417 square miles that include Sacramento and Placer counties.

The District is soliciting bids for the renewal of its Microsoft® licenses. Please provide pricing using contract number SLP-12-70-0013K Level D pricing. The bid will be for three years and will be paid on an annual basis.

**SCOPE OF WORK**

The licenses required, and their part numbers are listed in the table below:

Product	Part Number
MS Office Pro w/3Yrs	269-05708
MS Visio Pro w/3Yrs	D87-01158
Exchange Svr Ent w/3Yrs	395-02505
Exchange Std Usr CAL w/3Yrs	394-00559
MS SQL Svr Std w/3Yrs	228-04529
MS Win Svr Dev CAL w/3Yrs	R18-00085
Exchange Std Usr CAL w/3Yrs (New)	394-00529
Exchange Svr Std w/3Yrs (New)	312-02176
MS Win Svr DataCtr w/3Yrs (New)	P71-07305

A costing document is provided later in this Request for Formal Bid document.

**RESTRICTION ON COMMUNICATION WITH STAFF**

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

**COSTS OF PREPARATION**

Bidder assumes all costs of preparation of the Bid and any presentations necessary to the Bid process

**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 Bidder, who best satisfies the needs of the District. The length of this contract will be for three (3) years. The District reserves the right to reject any or all Bids offered in response to this RFFB, and either rebid or take any other action permitted by statute. The contents of the Bid may become a contractual obligation if, in fact, the Bid is accepted and a contract is entered into with the District. The District may award a contract solely on the basis of the Bid 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 Bidder to adhere to and/or honor any or all of the obligations of the Bid 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.

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

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

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 Bid to the most responsive and responsible bidder. To be considered responsive:**

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

**OPENING OF BIDS:**

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

**CONTRACT INFORMATION**

- Duration: Contract shall be in effect for three (3) years from date of agreement for a period of thirty six (36) months.
- Termination: Either party can terminate this agreement for any reason with thirty (30) days written notice.

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

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

## BIDDER SUBMISSION INSTRUCTIONS

### SUBMISSION PACKET

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

- The "Request For Formal Bid Document" with signature, title, date, printed name and company name at the bottom of each page indicating that the formal Bid 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."
- Bidder is required to provide contact information to receive any Bid amendments and changes prior to closing.
  - Bidder shall email Mark Jones at [jones.mark@metrofire.ca.gov](mailto:jones.mark@metrofire.ca.gov), stating intentions to submit Bid 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 RFFB will be met. Unwillingness or inability to comply with any specific provisions in the RFFB may result in the Bid being rejected.

### SUBMISSION METHOD

Sealed Bids 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 Bid 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 Bid To" section. Bid must be received by deadline.
- Faxed or e-mail Bids will not be accepted.

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

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

GENERAL CONDITIONS OF FORMAL BID

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 Schedule; fails to complete the information required in any Schedule or tabulation; and fails to include a duly executed

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

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

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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 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 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.

**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**

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

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

- 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.

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

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

**CONTACT INFORMATION FORM**

Check one       Sole Owner                       Partnership                       Corporation

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

Products/Services Provided \_\_\_\_\_ Taxpayer ID # \_\_\_\_\_

Website Address \_\_\_\_\_ Dun & Bradstreet # \_\_\_\_\_

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

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

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

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

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

COSTING TABLE				
DESCRIPTION	PART NUMBER	QTY	COST EA	TOTAL
MS Office Pro w/3Yrs	269-05708	50		
MS Visio Pro w/3Yrs	D87-01158	20		
Exchange Svr Ent w/3Yrs	395-02505	2		
Exchange Std Usr CAL w/3Yrs	394-00559	400		
MS SQL Svr Std w/3Yrs	228-04529	6		
MS Win Svr Dev CAL w/3Yrs	R18-00085	400		
Exchange Std Usr CAL w/3Yrs (New)	394-00529	300		
Exchange Svr Std w/3Yrs (New)	312-02176	1		
MS Win Svr DataCtr w/3Yrs (New)	P71-07305	4		
		GRAND TOTAL		

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

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

**BID PACKET CHECKLIST**

- Signed and responded to all pages of this RFFB
- 1 original complete packet (Marked **ORIGINAL**)
- 2 Copies of original packet (Marked **COPY**)

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**FILLED OUT BY VENDOR**

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