



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

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

KURT P. HENKE
Fire Chief

REQUEST FOR BID (RFB) 14-07

The Sacramento Metropolitan Fire District is requesting written Bids for: **Rigid Hull Inflatable Boats with Trailers (qty 3)**

SUBMIT SEALED WRITTEN BID TO:

Sacramento Metropolitan Fire District
Attn: Melissa Penilla, Board Clerk
10545 Armstrong Ave., Ste. 200
Mather, CA 95655

Indicate firm name and RFB number on the front of each sealed Bid envelope or package

RFB14-07: Rigid Hull Inflatable Boats with Trailers

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 QUESTIONS REGARDING THE RFB SHOULD BE SUBMITTED VIA EMAIL TO: Mark Jones, Purchasing Manager
jones.mark@metrofire.ca.gov

RFB SCHEDULE:

	Date	Time	
Issued Date	Thursday June 05, 2014		
Questions Deadline	Thursday June 12, 2014	4:00 pm	
Submission Deadline	Monday June 16, 2014	4:00 pm	District Headquarters
Bids Opening	Monday June 17, 2014	10:00 am	District Headquarters
Anticipated Recommendation for Board Approval	Friday June 20, 2014		
Anticipated Board Approval	Thursday June 26, 2014	6:00 pm	District Headquarters
Anticipated Award Notification	Monday June 30, 2014		By mail
Published Dates	Friday June 06, 2014 and Wednesday June 11, 2014		

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.

INTRODUCTION

The Sacramento Metropolitan Fire District (Metro Fire) has partnered with the Sacramento City Fire Department and Folsom Fire Department to implement a regional boat replacement program in order to strengthen collaborative capabilities between regional emergency responders, enhance protection of critical infrastructure and key resources, and enhance regional catastrophic incident planning, response and recovery.

PURPOSE

It is crucial for the region to acquire new boats because the flood risk in the Sacramento region is one of the highest in the nation. More than 306 square miles of Sacramento County is within the 100-year floodplain and with an aging levee system, many areas in the County have local flood hazard areas as well. Potential causes of flooding in the Sacramento region include heavy rainfall, super-storms, levee and dam failures and even earthquakes. Because Sacramento lies between the Sacramento and American Rivers, the area is especially susceptible to river swelling and most area residents actually live below the water level which increases their risk.

In a flood emergency, the role of first responders is critical with regard to preventative measures, evacuations, rescues, and emergency medical response. First responders provide critical resources and manpower to aid in both flood response and flood preparedness. It is critical, therefore, for emergency response agencies to have resources in place for these types of incidents. The region's current boat assets experience frequent maintenance issues, are unserviceable and are well beyond their estimated useful life which could lead to response issues and personnel safety issues.

The region's boats serve as valuable resources to monitor waterways and critical infrastructure, respond to flood and other emergencies, and participate in regional catastrophic incident training and planning exercises. These boats are used not only by the area fire departments, but also in conjunction with partners including the Sacramento Sheriff's Department (including the DART program), California Department of Fish and Game, and the police departments of Sacramento City, Folsom and Elk Grove.

SCOPE OF WORK

It is the intent of these specifications to cover the furnishing and delivery to the Sacramento Metropolitan Fire District of three (3) Rigid Hull Inflatable fire/rescue watercraft complete with trailers, equipped as hereinafter specified. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the vendor, who shall be solely responsible for the design and construction of all features.

Delivery and Acceptance is expected no later than November 15, 2014.

The watercraft shall be of the latest type designed to withstand the continuous use encountered in the emergency rescue service and built in accordance with best ship building practices. The craft shall be of the latest type, symmetrically proportioned and constructed with due consideration of the load to be sustained. All parts not specifically mentioned herein, but which are necessary in order to furnish a complete watercraft, shall be furnished and shall conform to the best practices known to the fire apparatus/water rescue industry.

The watercraft and all major components shall be manufactured in the United States. The following detailed specifications require specific brand names, model number, dimension or capacities of components such as: steering assembly, power plant, jet pump assembly, alternator, and batteries. These have been specified because of their reliability/availability of replacement parts on a local basis. Since components specified by brand name, model number, dimension, size or capacity, are readily available to all manufacturers and/or potential bidders, substitutes or alternates claimed to be equal may not be acceptable.

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The fire district specifications, along with manufacturer's specifications and any forms, questionnaires, and listed exceptions, shall be submitted as a part of the bidder's entire bid. In no case shall a Bidder photocopy purchaser's specifications and submit as their proposal specifications and bid. Each bidder is required to provide a "complete and accurate description" of their own detailed product and engineering specifications. (No Exceptions) In addition, all Bidders are required to submit information as to gauge, alloy, and type of metal, size of compartments, and overall design.

The watercraft shall comply with all U.S. Air Pollution & Emission Control, U.S. Coast Guard standards, conference requirements of the California Air Pollution Control Board, and local requirements pertaining to vessels used for fire/water rescue, and emergency vessels at time of contract signing. The watercraft is to be of current year manufacture, and is to be new and unused.

The watercraft shall have a certified U.S. Coast Guard weight sticker affixed to the vessel on delivery, to assure the watercraft meets all laws pertaining to the weight carrying capacity of the vessel.

These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished. Bidders shall furnish, with their bid, technical information, graphs, charts, photographs, engineering diagrams, or other means to show that the equipment specified fully complies with this specification.

In the event the published literature furnished by the bidder is at variance with the requirements of any item of this specification, the Bidder shall explain in detail, with full engineering support data, the reasons why the proposed equipment will meet this specification and not be considered an exception thereto.

GENERAL CONSTRUCTION AND DESIGN

The design of the equipment shall be in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment.

All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through-frame connector is necessary. Parts and components should be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.

Cover plates, which must be removed for component adjustment or part removal, should be equipped with quick-disconnect fastenings or hinged panels. Drains, filler plugs, grease fittings, hydraulic lines, bleeders and check points for all components should be located so that they are readily accessible and do not require special tools for proper servicing. Design practices should minimize the number of tools required for maintenance.

The materials specifications are considered absolute minimum. Exceptions will not be accepted or permitted since all raw materials of the specified type are available to all manufacturers. Since all custom manufacturers have the ability to shear, break and weld, as these specifications require, all basic design requirements shall be complied with. Materials shall conform to the specifications listed herein. When not specifically listed, materials shall be of the best quality for the purpose of commercial practice. Materials shall be free of all defects and imperfections that might affect the serviceability of the finished product. All nuts and bolts used in construction shall be 100 percent U.S. made.

All nameplates and instruction plates shall be made of material that will last the lifetime of the watercraft with the information engraved, stamped, or etched thereon. Nameplates shall show make, model, serial numbers,

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and other such data necessary to positively identify the item and all fluid levels for vehicle. All plates shall be mounted in a conspicuous place with stainless steel screws and bolts.

SPECIFICATIONS

These specifications are based upon design and performance criteria, which have been developed by the fire district as a result of extensive research. Subsequently, these specifications reflect the only type of watercraft that is acceptable. Therefore, major exceptions to specifications will not be accepted. Certain exceptions may be accepted if they are minor, equal or superior to that which is specified. All exceptions offered shall be listed in a separate section entitled "EXCEPTIONS TO FIRE/RESCUE BOAT SPECIFICATIONS", located at the end of these specifications, with the corresponding page number, section title, and paragraph number of the item in question or item taken exception to. All items not listed will be taken as compliance with the specification as written.

ALL EXCEPTIONS SUBJECT TO APPROVAL BY FIRE DISTRICT. PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS WILL NOT BE ACCEPTED. Indicate your ability to comply with the below listed specifications by indicating Yes, No, or Exception for each item.

Section 1	#	BOAT DIMENSIONS	Yes	No	Exception
	1	21-22 ft. in length (These lengths represent a minimum and maximum length)			
	2	102" Beam			
	3	78" Bottom Width			
Section 2	#	HULL	Yes	No	Exception
	1	Semi V in a tapered radius bottom with 6 solid lifting strakes			
	2	14 degree radius at the transom to 20 degree radius at the bow			
	3	High quality 5086 alloy marine aluminum used on bottom and sides			
	4	Transom construction will be of .190 5086 aluminum with reinforcement 1/2 by 1 1/2 inch solid aluminum bar surrounding jet intake welded for additional strength			
	5	Dual heavy duty reinforced drain tubes			
	6	Fully locking extruded metal chine continuous welds utilized on chines			
	7	All welded construction, no rivets			
	8	0.250 5086 aluminum alloy hull with aft 6 feet 0.250 5086 aluminum alloy overlay with a width of 30 inches			
	9	All other aluminum (decks, console, etc.) shall be a minimum of 5052 marine grade alloy			
	10	Install foam flotation, conference Federal standards for water, fuel, and vapor absorption. (Must supply documentation conference standards)			
	11	The voids under the deck that are not designated for the fuel tank, engine/jet, bilge pump, or control conduit, shall be filled with waterproof polyurethane flotation foam, prior to the deck being welded down			
	12	Solid billet intake base 1-1/2" thick welded into the bottom of the boat to mount the jet drive			

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Section 3	#	SELF-BAILING DECK	Yes	No	Exception
	1	Self-bailing deck design			
	2	Deck sealed to electrical and engine compartment minimum 10 inch height (dry bilge)			
	3	Large scuppers. Entire deck must empty through two (2) three-inch (3") scuppers at the transom. Scuppers shall be at deck height			
	4	In-deck tie downs, eight (8), flush, heavy duty welded in deck tie-downs. Specific location to be determined by Metro Fire at appropriate construction phase			
	5	Two (2) on-deck storage boxes, running interior on port and aft side towards bow. All boxes shall have hinged lids, flush mounted latches, and pneumatic lid struts installed to keep lid open without assistance. (Size of storage boxes to be determined during pre-construction conference)			
	6	Custom spot light base that will connect into anchor box (Design and specifications to be determined during pre-construction conference)			
	7	Anchor box will be of a heavy duty construction, welded into deck so that it can be used to tie anchors off to the two 8 inch continuous weld cleats. (Size and design of box to be determined during pre-construction conference)			
	8	Appropriate storage for paddles and boat poles preferable location will be low along forward deck working area			
	9	Deck to be covered with gray non-skid material			
	10	All screws stainless steel			
	11	No rivets			

Section 4	#	PROPULSION	Yes	No	Exception
	1	Chevy 6.0 PFI 380 hp 364 cubic inch engine.			
	2	Hamilton 212 pump with 2.4 Turbo impellor			
	3	Sand trap with 1/4 turn valves			
	4	Engine with top mounted starter			
	5	Equipped with a heavy duty alternator (min.95 Amp)			
	6	Fresh water cooled			
	7	Installed oil drain kit with bottom drain hose			
	8	Full mufflers with turn downs or flappers			
	9	Dual control lever arrangement			
	10	Fuel water separator			
	11	Must provide performance check for hull, engine, pump compatibility			

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Section 5	#	INFLATABLE SPONSONS	Yes	No	Exception
	1	5 compartment air holding "WING" 20 inch 40 oz. polyurethane tubes tapering to bow			
	2	Color: Coast Guard Orange with black accessories			
	3	Lettering will be integrated in tube, Metro Fire will specify exact lettering and size during pre-construction conference (not after construction plate welds)			
	4	Multiple welded on accessory rings (Location to be determined by Metro Fire)			
	5	Bow handles- dual offset port and starboard handles located so that 2 persons are able to pull the boat			
	6	Install Griptex on upper surface of collar of the tube			
	7	Wing-Thane protection to be installed on all appropriate exposed tube surfaces. (Using appropriate color orange or black depending on surface)			
	8	Rope grab line on inside starting at forward taper and extending to transom on both sides. An outboard life line installed on tube starting at forward taper and extending to aft end of the tube where cone begins on both sides. Outboard line tied at (Color of rope will be black)			
	9	Rub strake, double 15 inch, and black in color			
	10	Lower half of tube (below rub strake) to be full fabric with complete extra fabric layer. This area will be Orange in color.			
	11	Hulky Roberts fill valves with appropriate set over pressure valves			
	12	Sponsons must be smooth on upper arc surface free of any aluminum to at least 8" above deck. If there is aluminum structure extending up the inboard side of the tube it must have a smooth transition from collar to aluminum, and be padded			
	13	Manufacturer logos: Metro Fire will retain the privilege to specify size of any manufacturer's logos on the sponsons. (Size and location to be discussed at pre-construction conference, all logos are to be approved by Metro Fire prior to installation).			

Section 6	#	CENTER CONSOLE	Yes	No	Exception
	1	Steering configuration will be Center Console with rack-and-pinion steering ¾ turn lock to lock			
	2	T-top to be of a skeleton design with a covering of Top Gun marine fabric (Actual design of top, height of windshield/ T-top, color of fabric and lighting placement to be determined during pre-construction conference). The T-Top shall be hinged and pinned so as to fold down to the rear of the Center Console. In the folded down position it shall rest so as not to cause damage to the top or the deck. The T-Top in the folded down position shall not be higher than the over height of the center console			

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Section 6	#	CENTER CONSOLE	Yes	No	Exception
	3	Dry, lockable storage will be provided under the center console			
	4	Seating for the driver will be provided on the engine cowl with a longitudinal bench of such design (Size and location to be discussed at pre construction conference, to be approved by Metro Fire prior to installation)			
	5	The wind shield shall be hinged and pined in such a manor so as to allow the windshield to drop to the working height of the dash of the center console			
	6	A lanyard kill switch to the ignition shall be provided			
	7	Radio mounting area shall be provided inside/on the center console with the appropriate fuse box connections. (Radios provided by Metro Fire and mounted and wired by the vendor)			
	8	Key guard or inset key to prevent accidental shut downs of engine			
	9	Inset outside accessible fire extinguisher storage			
	10	Padded seat with dry lockable storage will be provided large enough for two people forward of the center console. Pneumatic strut installed to keep seat "lid" open without assistance. (height of seat to be determined at preconstruction conference, width will be equal to console)			
	11	David Clark head sets and communication interface will be provided by Metro Fire and installed by the vendor in the center console			

Section 7	#	ENGINE COWLING	Yes	No	Exception
	1	Adequate space and sound proofing on engine compartment cover			

Section 8	#	SWIM DECK/STERN	Yes	No	Exception
	1	Swim deck oversized in depth and having a width that is maximized and Integrated with transom at the water line			
	2	Non-skid gray paint coating			
	3	Grab bars (location to be determined during pre-construction conference)			
	4	Equipment attachment points (Type and placement to be determined at appropriate construction phase)			
	5	2 continuous welded 8" cleats, or pop up cleats (Located on the top and at each side of transom)			
	6	2 welded tie down loops (for rear tie down of boat)			

Section 9	#	ELECTRICAL	Yes	No	Exception
	1	Two 2,000 GPH Bilge Pumps (One manual and one automatic with warning; Pumps are to be wired, fused and switched separately)			

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Section 9	#	ELECTRICAL (CONTINUED)	Yes	No	Exception
	2	Dual marine batteries (batteries are to be of gel or AGM type). All wiring installed in runs			
	3	A single heavy duty battery selector shall be installed and include four (4) positions: '1', '2', 'both' and 'off'. This should be mounted in the center console compartment.			
	4	Battery maintenance/charger waterproof, with a waterproof exterior receptacle for electrical shoreline			
	5	Full lighted instrumentation (with ability to dim and turnoff) red backlighting			
	6	All control switches will be lit and labeled (with ability to dim and turn off)			
	7	All circuits will be waterproof with protective resettable fuses, switched at panel			
	8	Provide all respective running lights and other accessory lighting as specified			
	9	Accessory lighting: L.E.D. lighting will be installed inside each compartment with hatch and controlled by door switch.			
	10	L.E.D. deck lighting, switched at console			
	11	Top of swim deck surface will be lighted, switched at the console			
	12	Underside of swim deck to be lighted with waterproof L.E.D. lights and switched at the console. (2 located on each side of the pump unit and faced to light the transom and pump)			
	13	L.E.D. area light located under T-top			
	14	Eight, 12 volt weather resistant accessory receptacles (Located: 2 console dash, 2 console forward facing, 2 at bow with stanchion, 2 at transom.)			
	15	Bow stanchion area plumbed with electrical to connect a removable spot light			
	16	4 extra wired switches and fuses included for adding accessories at a later time			
	17	All Navigation lighting L.E.D. Maximum 12 inch height with fold down mount.			
	18	Five flood lights located on top of the T-top. (Two forward, one aft, and one on each side). Each light independently controlled at console.			
	19	On top of the T-Top shall be a remote controlled spot light on the forward portion of the T-Top			
	20	There shall be a Flashing Red warning light on top of the T-Top, with switch control at the console. Light provided by Metro Fire.			

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Section 10	# GAUGES	Yes	No	Exception
	The instrument panel, which holds all gauges and switches, must be made of aluminum. Teleflex marine instruments or equivalent are to be used. Gauges are to be digital. Installed in the dashboard shall be the following gauges and meters:			
	1 Hour meter			
	2 Engine oil pressure (audible alarm and warning light and override switch)			
	3 Tachometer			
	4 Speedometer			
	5 Volt or amp meter (with a separate warning light)			
	6 Fuel level gauge			
	7 Engine water temperature (audible alarm, warning light and override switch)			
	8 Oil temperature gauge with pan-sending unit			

Section 11	# ELECTRONICS	Yes	No	Exception
	1 Install all Fire District provided radios, external speakers and antennas			
	2 Install all Fire District provided emergency lighting/siren/Public Address System			
	3 Install all Fire District provided marine electronics			

Section 12	# OTHER	Yes	No	Exception
	1 All working components such as latches and fittings shall be self-latching and constructed of either high-strength plastic or stainless material			
	2 Adequate grab rails shall be provided throughout the boat including side hand rails on the center console to facilitate standing personnel. Location of such will be determined during pre-construction conference			
	3 Powder coat on all interior including gunwales			
	4 Distance from front seat to anchor box must be able to accommodate a floating stokes litter basket distance is 7 feet 2 inches (this is one of the total boat length determining factors)			
	5 Fuel tank will be largest engineered for performance, with a minimum fuel capacity of 50 gal			
	6 Provide an anti-siphon bowl for fuel vent			
	7 Metro Fire reserves the right to specify fuel tank vent location (to be discussed during pre-construction conference)			
	8 Provide stomp grate jet grate clean out			

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Section 13	#	TRAILER	Yes	No	Exception
	1	Trailer shall be applicable to weight and size of boat. (Must extend to rear of boat)			
	2	Construction high quality all welded aluminum trailer			
	3	Dual torflex axles			
	4	Surge disk brakes with disconnect			
	5	Minimum 15 inch Steel dipped galvanized wheel			
	6	High quality radial tires properly rated to trailer/load weight			
	7	Aluminum wheel fenders with non-skid steps rear, top and front			
	8	Two inch coupler ball hitch			
	9	Two, Class 3 safety chains			
	10	Minimum 1,200 lb. swivel trailer tongue jack			
	11	Minimum 2,600 lb. dual speed winch			
	12	Polyurethane trailer rollers (for bow roller)			
	13	Small galvanized steel step over rear tail light non-skid			
	14	Bow stanchion must be of solid construction and welded in place			
	15	Bow stanchion will have a top non-skid step			
	16	Aluminum bunks and side-guides with UHMW over-lay			
	17	All lights shall be sealed beam L			
	18	Matching spare tire/wheel with mount			
	19	Two retractable tie downs mounted at rear of trailer in appropriate position			
	20	Two automatic on rear facing white L.E.D. back-up lights at rear of trailer capable of illuminating 15'- 20' behind the trailer			
	21	Jet Connex coiled electrical trailer connection			
	22	Vault oil bath wheel bearing lubrication system			

Section 14	#	INSTRUCTION MANUALS	Yes	No	Exception
		The manufacturer of the completed watercraft shall provide with the vessel on delivery, two (2) complete manuals. These manuals shall be in a notebook type binder, with reference tabs for each section of the vehicle. Within each section shall be:			
	1	Individual component manufacturer instruction manuals			
	2	Service manuals			
	3	Parts manuals			
	4	Warning and safety related notices for personnel protection			
	5	Operators' manuals			
	6	Electrical and Schematics			
	a	Graphic symbols for electrical diagrams			
	b	Wire labeling, imprinting codes, and index			

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Section 15

STANDARD WARRANTY

1

The manufacturer shall provide a full one-year warranty. All components manufactured by the watercraft manufacturer should be covered against defects in materials or workmanship for a one-year period. All components covered by separate suppliers such, as engines, jet pump, batteries and trailer, shall maintain the warranty as provided by the component supplier. A copy of the warranty document shall be provided with the proposal.

Yes	No	Exception

WARRANTY ON HULL AND FLOTATION COLLAR

2

The watercraft manufacturer shall provide a ten (10) year warranty on the hull and five (5) year flotation collar of the watercraft. This warranty shall cover all manufactured designed hull and frame members against defects in materials or workmanship for ten (10) years. A copy of the warranty document shall be provided with the proposal.

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Section 16

CERTIFICATIONS

In as much as the watercraft described in these specifications will be subjected to emergency service, the manufacturer must certify the following:

1

The unit proposed is not a prototype unit and is of an established model and design that has been in fire/rescue service for at least six (6) years.

2

The proposed watercraft will meet or exceed all applicable requirements of State and Federal regulations in effect at the date of contract signing.

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BID SUBMISSION

Bids shall be enclosed in a sealed envelope endorsed on the outside of the envelope: **RFB14-07: Rigid Hull Inflatable Boats with Trailers** pursuant to specifications provided with the name of the Bidder noted thereon, and shall be submitted according to the instructions on page 1 of this document.

The vendor shall state the date they will deliver the watercrafts. Delivery time will be a consideration in the award of this bid.

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.

All questions must be submitted by **Thursday, June 12, 2014 at 4:00 PM PDT**. Any questions received after this time will not be addressed. No questions other than written will be accepted.

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:
 - o Metro Fire Finance Division, 10545 Armstrong Ave., Ste. 200, Mather, CA 95655

OTHER GOVERNMENT AGENCIES EXTENSION OF CONTRACT

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the District harmless.

ADDITIONAL PURCHASES

Following the bid award, the Purchasing Agent may dispense with separate bidding for additional purchases of like item(s) from the successful bidder within an eighteen (18) month period from the initial purchase date provided the vendor agrees to provide the like item(s) under the same terms and conditions as the previous award.

EVALUATION CRITERIA

Proposals are requested from responsible manufacturers who have been engaged in the manufacture of aluminum **Rigid Hull Inflatable Boats (RHIBs)** for at least 5 years. At least six (6) references for jet powered rescue RHIBs must be supplied with the bid, including user names and phone numbers. **No exception to this requirement.**

The Sacramento Metropolitan Fire District reserves the right to reject any or all proposals or to accept any proposal submitted which is deemed best suited to the interest of the District and will not be bound to accept the lowest price. Prior to the execution of a contract a penalty clause with liquidated damages will be negotiated and agreed to by representatives of the Sacramento Metropolitan Fire District and the manufacturer.

The vendor shall maintain full insurance coverage on the complete watercrafts until the completed units are delivered to, and accepted by, the Sacramento Metropolitan Fire District. This certificate of insurance shall remain in effect until all appropriate acceptances, inspection and performance papers (per requirements herein) have been completed.

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The District intends to enter into a contract with the most responsive, Bidder, who best satisfies the needs of the District.

The District reserves the right to reject any or all Bids offered in response to this RFB, 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 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.

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
- References / Prior customer satisfaction
- Prior experience and efficiency of vendor or firm
- Quality and availability of the supplies or services to the use required.
- Completeness of the proposal, i.e., the degree to which it responds to all requirements of these specifications.
- Vendors demonstrated specifications and capabilities including ability to perform warranty work.
- Design and engineering reliability factors of major structural components, including ease of maintenance of major components.
- Qualifications and capabilities of the manufacturer to produce the described RHIB watercraft
- Delivery (no later than November 15, 2014)

The evaluation of the proposals shall also be based on design, engineering reliability. The vendor shall demonstrate this with the submissions of engineering drawings at time of proposal submission. The successful vendor shall also submit final production drawings after pre construction meeting and prior to construction. The proposal drawings will allow the potential the District the ability to fully evaluate the watercraft.

The views shall be provided, with dimensions, as follows with proposal submission:

- Elevation Portside
- Overhead view
- T-top construction.

The District intends to award the Bid to the most responsive and responsible bidder, to be considered responsive:

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

OPENING OF BIDS

The Bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend Bid openings. Bid openings will be listed by vendor name, address and Bid amount only. Bid tabulation will be done at a separate time following Bid opening and will be available to interested vendors at a later time.

BID AWARD

- Upon Bid Award, the Successful Bidder 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.

PRE-CONSTRUCTION CONFERENCE

The Fire District and successful contractor will participate in a pre-construction conference conducted at the manufacturer's factory to review and discuss the construction details to insure that a complete and satisfactory

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 Print Name: _____ Company name: _____

understanding of the Fire District's specifications and the Bidder's proposal occurs prior to any metal being cut or sheared.

HULL AND TUBE INSPECTION

During construction, multiple pictures of the watercraft and its parts will be provided to the fire departments' representative via E-Mail. These pictures shall be provided bi-weekly and will depict different elevations of the work in progress. Any specified pictures or different angles in question will be provided to the districts representative on request.

An inspection of the RHIB under construction shall take place prior to the installation of the elements above the deck, such as: the center console and gauges, t-top, and any other cabinets or lockers specified.

The manufacturer shall assist the Fire District in the inspection at our designated location during normal weekday business hours. The manufacturer shall be responsible for necessary adjustments to the hull and/or tubes to meet the specifications and meet quality levels required by the fire district. The quality control check sheet shall be written by the fire department inspector, and all items shall be completed prior to final shipment.

CONTRACT INFORMATION

The Fire District, prior to execution of a contract, must approve all plans and specifications. A drawing must be approved by the Fire District prior to any metal being sheared or cut for the watercraft. The Fire District, the Manufacturer's Representative and the Vessel Manufacturer shall each have a copy of this drawing cut. This drawing shall then become a part of the total contract and be signed by both the Fire District representative and the Vessel Manufacturer.

TESTING AND SPECIAL PROVISIONS

An acceptance test will be conducted with the watercraft loaded, with a crew of four, all rescue equipment, plus the weight of three simulated victims (800lbs) and a continuous run of two (2) hours or more will be made under all driving conditions, during which time the watercraft shall show no loss of power or overheating. The drive shaft shall run quietly and free from abnormal vibration or noise throughout the operating range of the watercraft. The watercraft shall demonstrate ease of handling characteristics at all phases of power while under way. These characteristics will be observed and demonstrated at the acceptance test. The characteristics are: ease of steering, throttle handle and reverse bucket handle operation, hull influence during turns at various speeds, low speed handling in turbulent aerated water.

The watercraft shall be tested and meet the performance specifications stated below with a crew of 4;

Time to plane	Four (4) seconds
Time to cruise speed	Eight (8) seconds
Time to maximum speed	Fifteen (15) seconds
Draft at idle	Sixteen (16) inches
Draft on a plane	Eight (8) inches
Top speed	Forty + (40) plus mph.
Ability to carry a minimum of 1,200 lbs. on plane	

The test shall be performed with the watercraft on the American River within Metro Fire's Jurisdiction.

ACCEPTANCE

Before acceptance of the vessel and/or equipment to be furnished under this proposal, the Fire District shall inspect and test the watercraft and/or equipment to ascertain that all requirements of these specifications and the notice have been fully complied with and that the equipment is proper and complete in every respect and in perfect working order. It is understood and agreed that the Fire District shall have the right to make such tests of the equipment.

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In the event of disapproval or rejection by the Fire District, or the watercraft fails to meet the test requirements of these specifications on the first trial, the Bidder shall, at its own expense, make such repairs or replacements the Fire District considers necessary to conform to these specifications and a second trial may be made anytime within (30) days of the date of the first trial.

Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes, as the purchaser may consider necessary to conform to any clause of the specifications within (30) days after notice is given to bidder of such changes, shall be cause for rejection of the watercraft.

Permission to keep or store the watercraft in any building owned or occupied by the Fire District or it's use by the Fire District during the above-specified period with the permission of the bidder, shall not constitute acceptance.

DELIVERY

Delivery and Acceptance is expected no later than November 15, 2014.

The manufacturer shall deliver the completed watercrafts to a Metro Fire station. The delivery location will be Fire Station 65, 11201 Coloma Road, Rancho Cordova, California 95670.

The completed unit shall be delivered to the Fire District with full instructions provided to fire department personnel on operation, care, and maintenance of the watercraft. Delivery and training shall be performed by a factory trained full time delivery engineer. Delivery engineer shall remain in the area for a period of time to be negotiated at pre construction meeting, not to exceed five (5) calendar days. Delivery engineer shall have extensive knowledge of construction and performance of the watercraft and have the ability to train district personnel.

Delivery shall be considered to include, but not be limited to: transportation of the watercrafts & trailers, instruction of fire department personnel on operations, maintenance and repair. The delivery engineer shall set delivery and instruction schedule with the appropriate representative of the District. Advance notice of at least two (2) week must be given advising approximately when the new watercrafts will arrive.

SURETY REQUIREMENTS: **Performance and Payment Bond**

The successful proposer, simultaneously with the execution of the 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 Bid package.

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Signature: _____ Title: _____ Date: ____/____/____
 Print Name: _____ Company name: _____

BIDDER SUBMISSION INSTRUCTIONS

SUBMISSION PACKET

To successfully submit a 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 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, 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 RFB will be met. Unwillingness or inability to comply with any specific provisions in the RFB 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 BID

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

- 1.1. The conditions herein constitute a part of the RFB 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 RFB by signing the Request for Bid. Responses submitted that do not have all sheets of this RFB signed will not be accepted.
- 1.2. All technical communications regarding this RFB should be sent to the Technical Inquiry contact listed on page 1 of the Request for 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 RFB, 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 RFB CLOSING DATE

- 2.1. Bids/Proposals submitted may be withdrawn and re-submitted with amendments prior to the closing date for the RFB. 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 RFB. 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 RFB are for convenience only and are not explanatory of the clauses with which they appear.
- 4.4. Any references in the RFB to statutes or regulations are deemed to include the most recent amendments thereto or replacements thereof.

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Signature: _____ Title: _____ Date: ____/____/____
 Print Name: _____ Company name: _____

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 RFB.

6. COMMITMENT

6.1. Bidders/Proposers are advised that no commitment exists under this RFB 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 RFB. 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 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 RFB.

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 RFB 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.

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Print Name: _____ Company name: _____

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 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 RFB. 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 RFB, 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.

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:

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Print Name: _____ Company name: _____

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 RFB 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 RFB
 - 21.3. No conflict of interest
 - 21.4. Bidder adheres to the instructions of the RFB
 - 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 ONE MILLION DOLLARS (\$1,000,000.00) inclusive limit for any one occurrence and such policy shall include:
- 24.1.2. District as an Additional Insured;
A Cross Liability clause;

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Print Name: _____ Company name: _____

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.

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.

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Signature: _____ Title: _____ Date: ____/____/____

Print Name: _____ Company name: _____

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 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 _____ Business License# _____

Address: _____ City: _____ St _____ Zip-Code _____

Contact Name: _____

Title: _____

Email: _____

Phone: _____ Fax: _____

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Signature: _____ Title: _____ Date: ____/____/____

Print Name: _____ Company name: _____

BID PACKET CHECKLIST

- Signed and responded to all pages of this RFB
- 1 original complete packet (Marked **ORIGINAL**)
- 2 Copies of original packet (Marked **COPY**)
- Did you thoroughly review the Specifications and indicate next to each item whether you were able to comply by marking Yes, No, Exception?
- Did you document your exceptions (if any) thoroughly on the Exceptions list (Page 12)?
- Did you indicate your quote and expected delivery date information at the bottom of Page 12?
- Did you include engineered drawings as outlined on Page 14?
- Did you complete the Contact Form (Page 24)?

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Signature: _____ Title: _____ Date: ____/____/____

Print Name: _____ Company name: _____