



Sacramento Metropolitan Fire District

Amended
03/07/2014

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

REQUEST FOR PROPOSALS (RFP14-03)

The Sacramento Metropolitan Fire District is seeking qualified vendors for: **HVAC Installations (Multiple Sites)**

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

Indicate firm name and RFQ number on the front of each sealed Proposal envelope or package
RFP14-03: HVAC Installations (Multiple Sites)
 District shall not be responsible for the premature opening of a Proposal which is not properly addressed or identified.
 All Proposals received will be stamped by date and time received. This date of receipt will prevail over postmark date.

Any procedural questions regarding the RFP should be submitted by email to:
 Mark Jones, Purchasing Manager, jones.mark@metrofire.ca.gov

Any technical questions regarding the RFP should be submitted by email to:
 George Gravin, Project Manager, (916) 616-2483, gravin.george@metrofire.ca.gov

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

RFP SCHEDULE:

	Date	Time	Location
Issued Date	Thu February 20, 2014		
MANDATORY JOB WALK – Multiple Sites	Mon March 03, 2014	8:00 am	Multiple Sites (See SOW)
Questions Deadline	Fri March 07, 2014	4:00 pm	By email only
Submission Deadline	Mon March 10, 2014	10:00 am	District Headquarters
Proposals Opening	Mon March 10, 2014	10:30 am	District Headquarters
Anticipated Recommendation for Board Approval	Fri March 20, 2014		
Anticipated Board Approval	Thu March 27, 2014	6:00 pm	District Headquarters
Anticipated Award Notification	Mon March 31, 2014		
Published Dates: Sacramento Bee	Sun February 23, 2014 and Fri February 28, 2014		

NO EXCEPTIONS

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

FILLED OUT BY PROPOSER

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

TABLE OF CONTENTS

	Page
Introduction	3
Location Information	3
Scope of Work	3
Site Visits (Mandatory Job Walk)	4
License Requirements	4
Specific Location Information – Battalion 09	6
Specific Location Information – Fire Station 51	7
Specific Location Information – Fire Station 55	8
Specific Location Information – Fire Station 31	9
Specific Location Information – Fire Station 41	10
Specific Location Information – Fire Station 103	11
Restriction on Communication with Staff	12
Insurance Requirements	14
Submission Instructions	15
General Conditions	16
Company/Contact Information Form	20
Sub-Contractor Contact Information Form	21
Proposal Packet Checklist	22

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

INTRODUCTION

The Sacramento Metropolitan Fire District (District) is seeking Requests for Proposals from interested and qualified CONTRACTORS to install HVAC Systems at six (6) sites throughout the District. It is the intent of the District to seek a non-exclusive multiple award schedule for this proposal.

BACKGROUND

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

ADDITIONAL PROPOSAL INFORMATION

It is the intent of the District to seek a non-exclusive multiple award schedule for this proposal. CONTRACTORS are asked to bid each site separately. CONTRACTORS are not required to bid every location.

LOCATION INFORMATION

- Battalion 9 office located at Fire Station 50, 8880 Gerber Road, Sacramento 95828
- Fire Station 51 located at 8210 Meadowhaven Drive, Sacramento 95828
- Fire Station 55 located at 7776 Excelsior Road, Sacramento 95829
- Fire Station 31 located at 7950 California Avenue, Fair Oaks 95628
- Fire Station 41 located at 6900 Thomas Drive, North Highlands 95660
- Fire Station 103 located at 3824 Watt Avenue, Sacramento 95821

SCOPE OF WORK

The following **General Requirements** for all system installations shall include the acquisition of, and any incurred costs for:

- All HVAC units and materials for complete installations.
- Required building permits, engineering, drawings, and compliance with all parts of the California Green Building Standards Code (Title 24 compliance) including, but not limited to: duct testing, sealing and duct modifications required to provide a minimum 350 CFM per every 12,000 BTU cooling capacity of the new unit.
- The installation shall comply with all applicable UBC, State and local building codes.
- The CONTRACTOR shall be responsible for: refrigerant charge verification, system performance testing, ducting, plumbing, electrical, sheet metal modifications, roofing, water tight sealing of exposed sheet metal, ducting joints & seams with Hardcast DS-321-4 duct sealant, or equivalent, painting all exposed sheet metal and ducting with Mascoat brand weatherbloc-IC paint, or equivalent.
- The CONTRACTOR shall be responsible for the removal and proper disposal of existing equipment.
- The CONTRACTOR shall be responsible for control modifications including but not limited to replacing non-compliant thermostats, economizer fan interlocks and exhaust fan activation with HVAC blowers where removed from previous equipment.
- The CONTRACTOR shall be responsible for providing Sac Metro Fire with copies of the completed building permits, Title 24 compliance forms, AHRI ratings and the manufacture's equipment submittals.
- The CONTRACTOR shall be responsible in assuring the air filtering meets the installed equipment manufacturers and Title 24 requirements for minimum air flow and maximum duct static pressure.
- The CONTRACTOR shall be responsible for all testing of new refrigerant tubing by holding a vacuum between 400-500 microns for a period of 24-hours.
- The CONTRACTOR shall be responsible for the installation and testing of any required duct smoke detectors.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

The following **Conditions** are required in your proposal:

- CONTRACTOR shall specify the equipment to be used.
- CONTRACTOR shall specify any pertinent changes to existing ducting that is necessary or recommended to accommodate load requirements.
- In order to properly and fairly judge equivalents, be as detailed as possible, or is warranted.

The following **Efficiency Rating and Testing** information pertinent to all sites:

- Cooling and Heating equipment are to be sized to match the existing heating and cooling load requirements.
- Air conditioning systems shall have a minimum efficiency rating of 15.0 SEER, or the highest SEER rating available for the specific type of unit at the existing supply voltage and phase.
- Natural gas heating equipment shall have a minimum efficiency rating of 93% AFUE, or the highest rating available for the type and configuration of the furnace.
- All duct smoke detectors, and refrigerant tubing shall be tested in the presence of Metro Fire Facilities Division employees.

SITE VISITS (MANDATORY JOB WALK)

There will be a mandatory multi-site job walk beginning **Monday, March 03, 2014 starting promptly at 08:00AM PST**. Since there are six (6) job site locations, we will begin at our Battalion 09 offices located at 8880 Gerber Road, Sacramento 95828. The schedule for the job walk is as follows:

- 08:00AM – 08:30AM: Battalion 09 offices, 8880 Gerber Road, Sacramento 95828 (Pre-Job Walk Information Meeting – Please arrive promptly at 08:00AM)
- 08:30AM – 09:30AM: Battalion 09 offices, 8880 Gerber Road, Sacramento 95828
- 10:00 AM – 11:00 AM: Fire Station 51, 8210 Meadowhaven Drive, Sacramento 95828
- 11:30 AM – 12:30 PM: Fire Station 55, 7776 Excelsior Road, Sacramento 95829
- 12:30 PM – 01:30 PM: Lunch (on your own)
- 01:30 PM – 02:30 PM: Fire Station 31, 7950 California Avenue, Fair Oaks 95628
- 03:00 PM – 04:00 PM: Fire Station 41, 6900 Thomas Drive, North Highlands 95660
- 04:30 PM – 05:00 PM: Fire Station 103, 3824 Watt Avenue, Sacramento 95821

Your attendance is required at the job walk in order to submit a proposal. Sign in sheets will need to be completed by each prospective proposer at each job site location. We may be able to accomplish the job walk process in less time than what is currently scheduled; therefore we appreciate your flexibility in allowing us to move up the schedule if we are proceeding quicker than anticipated.

LICENSE REQUIREMENTS

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

SUBCONTRACTING

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

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

PREVAILING WAGES

All work shall be performed at prevailing wages. Pursuant to the provision of Articles 1 and 2 of chapter 1, part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this agreement shall be paid to all

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

workers, laborers and mechanics employed in the execution of said work by Contractor. Or by any subcontractor doing or contracting to do any part of said work. This is a construction project in accordance with Section 1771.5 of the California Labor Code.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

Battalion 09: 8880 Gerber Road, Sacramento 95828

Mandatory Pre-Job Walk Meeting: Monday, March 03, 2014 at 8:00AM (All proposers are required to attend)

Mandatory Job Walk: Monday, March 03, 2014 at 8:30 AM (or earlier)

System #1 Upstairs installation:

Replace the existing roof mounted packaged gas/electric unit cooling unit and economizer.

The current specifications of the upstairs unit are:

"MCQUAY" MODEL 080 ROOFTOP GAS ELECTRIC. 3200 CFM AT .80" ESP COOLING CAPACITY = 88.4 MBH TOTAL/86.6 MBH SENSIBLE AT 79°F DB 63°F WB 105°F AMBIENT, NATURAL GAS HEATING CAPACITY = 250 MBH INPUT/192 .5 MBH OUTPUT. COMPRESSOR RLA = 30.0 LRA = 193 EACH. (2) OFM FLA = 3.3 EACH, IFM 3 HP FLA = 8.4, AT 208/60/3. PROVIDE UNIT WITH DOWNFLOW MODULATING ECONOMIZER WITH ENTHALPY CONTROL, EXHAUST FAN RELIEF DAMPER, ROOF CURB WITH METAL CANT AND INSULATION, 2 INCH FARR 30/30 FILTER, 5 YEAR COMPRESSOR WARRANTY. EER = 8.5, 80% AFUE. SET MIN OSA = 325 CFM. UNIT WT = 1800 LBS.

Metro Fire will provide a safety guard cover for the fire sprinkler at the downstairs roof access.

System #2 Downstairs unit installation:

Replace the roof mounted packaged gas/electric unit serving (4) downstairs zones by using an existing simplex 2000 zone damper control system. Install a **Metro Fire provided** Trane Unit Model# YCD180B3HCHB and curb adapter. The Trane unit and curb were bought new and are still in the original shipping crates, but have been stored outside for several years, so cleaning of the unit is required. The curb adapter shall be re-insulated with 1-inch duct liner. The bid shall include transporting the Trane unit and curb from its existing location of 4425 Dudley Blvd. McClellan CA 95652, to the job location. Install new title 24 approved thermostats and incorporate them into the existing simplex 2000 zone control damper system and motorized dampers. Each of (4)-zone dampers shall be set to a minimum position as to ensure equipment manufactures minimum delivered CFM and maximum duct static pressure are met. **You are required to energize the crankcase heater 24-hours before starting the unit. Since this is a Metro Fire provided unit, you are not required to provide a warranty on the equipment, just on your workmanship.**

General provisions for both units installation:

Both new units are to be installed on the existing curb's structural support by using curb adapters that match the new units discharge ducting and support frame with the existing ducting and support curb, or by removing and replacing the curbs. If the curbs are replaced then all required roofing and ductwork is to be included in the bid price and performed in accordance with the roofing manufacturer's specifications.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

Fire Station 51: 8210 Meadowhaven Drive, Sacramento 95828

Mandatory Job Walk: Monday, March 03, 2014 at 10:00 AM (or earlier)



Replace (3) three existing rooftop packaged gas heating electric cooling units with economizers.

All new units are to be installed on the existing curb's structural support by using curb adapters that match the new units discharge ducting and support frame with the existing ducting and support curb, or by removing and replacing the curbs. If the curbs are replaced then all required roofing and ductwork is to be included in the bid price and performed in accordance with the roofing manufacturer's specifications.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

Fire Station 55: 7776 Excelsior Road, Sacramento 95829

Mandatory Job Walk: Monday, March 03, 2014 at 11:30 AM (or earlier)



Replace (2) two existing ground mounted heat pump outdoor units and two attic mounted fan coil units. One system serves the dayroom; the other serves the dorm.

Install in both fan coil units auxiliary heating elements of 5KW or less and single point wiring components necessary to utilize one electrical circuit for the fan coil unit and the auxiliary heating elements.

Both outdoor heat pumps are to be installed at the existing location on top of rubber pads and anchored to the concrete. Both dayroom and Dorm Heat Pumps will be installed with all new refrigerant tubing, and 24-gauge primed sheet metal covers

The new indoor fan coil units are to be installed in the existing locations using or modifying the existing threaded rod, strut, and seismic bracing per manufacture's and code requirements for clearance and safety. The units will be incorporated into the existing supply and return air ducting with modifications to the return duct providing a minimum 800 sq. inch filter surface area for each fan/coil unit. The filters are to be housed within a new 24 gauge A-frame filter box with 2-inch wide filter rails using latches and air tight gaskets for closure. The air filters shall be accessible with normal effort from either the mechanical service platform or service walk way. The return duct serving the dayroom system shall be re-routed up and over the equipment access service walkway. The exhaust fan serving a bathroom below is to be relocated for a clear path to the equipment. The service platforms are to be re-built meeting code requirements.

Additional item discussed at job-walk:

System requires a fixed fresh air inlet and not an automatic inlet.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

Fire Station 31: 7950 California Avenue, Fair Oaks 95628

Mandatory Job Walk: Monday, March 03, 2014 at 01:30 PM (or earlier)



Replace the existing rooftop packaged gas heating electric cooling unit. Install a 400-square inch fresh air filtered inlet with a permanent washable air filter, and adjustable manual air damper.

The new packaged unit is to be installed on a new curb incorporating an existing return directly below the unit, and connected to the remaining exposed horizontal return and supply air ducting.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

Fire Station 41: 6900 Thomas Drive, North Highlands 95660

Mandatory Job Walk: Monday, March 03, 2014 at 03:00PM (or earlier)

**System #1**

Replace (1) existing split system gas heating, electric cooling system serving the dayroom and kitchen with a roof mounted condenser and interior closet mounted gas furnace and cooling coil. The new roof mounted condenser shall be installed on a new welded angle iron frame and installed on top of the existing unit's structural support. The system installation shall include all new ducting required to deliver an additional 250 CFM into the kitchen, increasing the size of the side wall return to accommodate a 2-inch air filter frame and required air flow, all new refrigerant tubing.

System #2

Replace the existing rooftop packaged gas heating electric cooling unit serving the Captain's office and dorm. Install a filtered fresh air inlet with a minimum 400 square inches of washable air filter surface area, and adjustable air damper. Model # of existing unit: 587BNZ024060AAAE (Carrier Corporation, Tyler, TX 75702); Serial #: 1793G65824

The packaged unit is to be installed on the existing unit's structural support curb on top of a new 24-gauge sheet metal cap including modifications required to support the new unit. The new unit's ducting is to be incorporated into the existing exposed horizontal return and supply air ducting.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

Fire Station 103: 3824 Watt Avenue, Sacramento 95821

Mandatory Job Walk: Monday, March 03, 2014 at 04:30 PM (or earlier)



Replace the existing rooftop packaged gas heating electric cooling unit. Install a 400-square inch fresh air filtered inlet with a permanent washable air filter, and adjustable manual air damper.

The new packaged unit is to be installed on a new curb located in a manner that insures proper service access, or a minimum of 6-foot, clearance to the edge of the roof. Include all required structural support and all required fabricated safety rails, or rails a minimum 42-inches high extending 48-inches beyond either side of the new unit, and then permanently attached at the edge of the roof.

Retain the existing exposed sheet metal and flashing through the exterior wall and into the attic far enough for use as a plenum of sufficient length. Clean, seal, and re-use the existing sheet metal boots and registers. Replace all other interior air ducting with all new R-6 flexible air ducts. If by the date of installation the California Energy Commission fully implements Title 24 of 2008, then the minimum insulation requirement for all interior ducting shall be R-8.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

RESTRICTION ON COMMUNICATION WITH STAFF

Questions about the RFP must be submitted in writing and include the company name and RFP name to Mark Jones, Purchasing Manager by email jones.mark@metrofire.ca.gov.

All questions must be submitted by **Friday, March 07, 2014 at 4:00 PM PST**. Any questions received after this time will not be addressed. No questions other than written will be accepted. Once this RFP is issued and until a selection is made and the selection is announced, firms are not allowed to communicate for any reason with any District employee other than the contact provided above. Under no circumstances will verbal answers or comments be binding, only direct communication documented via e-mail will be considered valid in this process. The District reserves the right to reject any proposal for violation of this provision.

AMENDMENTS

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

NEGOTIATIONS

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

CHANGE OF ADDRESS

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

OPENING OF PROPOSALS

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

COSTS OF PREPARATION

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

INVOICING

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

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

NON-EXCLUSIVE CONTRACT

The District will be awarding the proposal on a site by site basis.

EVALUATION CRITERIA

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

FILLED OUT BY PROPOSER

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 Proposal to the most responsive and responsible proposer, to be considered responsive:

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

ADDITIONAL DISTRICT WORK

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

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

INSURANCE REQUIREMENTS

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

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

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION

- Statutory

ADDITIONAL INSURED

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

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

PROPOSER SUBMISSION INSTRUCTIONS

SUBMISSION PACKET

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

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

SUBMISSION METHOD

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

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

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

GENERAL CONDITIONS

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

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

2. PROPOSAL AMENDMENT AFTER SUBMISSION AND RFQ CLOSING DATE

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

3. PATENTS

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

alleged infringement of any patent or other intellectual property right, by the successful Proposer or anyone for whose acts it is liable.

4. GENERAL

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

5. INDEMNIFICATION

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

6. COMMITMENT

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

7. LIMITATION OF LIABILITY

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

8. ACCEPTANCE OR REJECTION

- 8.1. The District reserves the right to reject any and/or all Proposals, as well as to cancel the project which is the subject of this RFQ. Without limiting the generality of the foregoing, any Proposal which: is incomplete, obscure, irregular, unrealistic or non-compliant; has erasures, ambiguities, inconsistency or correction(s); omits a price on any one or more items in any Schedule; fails to complete the information required in any Schedule or tabulation; and fails to include a duly executed required form may, at the District's sole discretion, be rejected. Furthermore, a response may be rejected on the basis of the Proposers' past performance, financial

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

capabilities, completion schedule or failure to comply with state or federal regulations. The purpose of the District is to obtain a Proposal most suitable to the interests of the District and what it wishes to accomplish. The District has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFQ.

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

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

10. PROPOSER PERFORMANCE AND EXCUSABLE DELAYS

10.1. The successful Proposer may be evaluated periodically throughout the course of work and at the end of the project as the case may be. Any evaluations will be shared with the Proposer, with the goal of immediate and permanent resolution where problems and concerns occur.

10.2. The District and Proposers acknowledge that delays in performance may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended, but only for such reasonable period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

11. COST OF PREPARATION

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

12. GIFTS AND DONATIONS

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

13. CLARIFICATION

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

14. NEGOTIATION

14.1. By submitting a Proposal, a Proposer accepts that a contract may be concluded upon notification by the District. However, the District reserves the right to negotiate with any Proposer the terms and conditions of the Proposal. If the parties, after having bargained in good faith, are unable to conclude a formal agreement, the District and the Proposer will be released, without penalty, or further obligations other than any surviving obligations regarding confidentiality and the District may, at its own discretion, contact other Proposers whose Proposals are considered suitable for the project and attempt to conclude a formal agreement with them.

15. INTELLECTUAL PROPERTY

15.1. The successful Proposer represents and warrants that it has the sole and unrestricted right, title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the contract.

15.2. The successful Proposer shall pay all fees associated with the use of the intellectual property, including, but not limited to, license fees and royalties, required for the performance of the contract.

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

16. EXECUTION OF FORMAL AGREEMENT

16.1. If the Proposer's Proposal is accepted, the Proposer may be required to enter into a separate Formal Written Agreement.

16.2. The Formal Written Agreement will be prepared by the District and provided to the Proposer for review. The Proposer will endeavor, in good faith and in a timely manner, execute the Formal Written Agreement (Contract) and return the executed document to the District.

16.3. Absent a separate Formal Written Agreement, the terms and conditions of the Request for Proposal, including referenced Attachments, will prevail and act as the Contract.

17. NO COLLUSION

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

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

18. RIGHT TO TERMINATE THE CONTRACT

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

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

18.2. Notwithstanding anything contained herein, the District may, at any time during the term of the contract, upon giving 30-days written notice to the successful Proposer, terminate the contract, if the District is of the opinion that the services supplied by the successful Proposer are of a unsatisfactory standard to the District or that the successful Proposer no longer has the financial capability to perform its obligations under the contract.

18.3. Further, the District, in its sole discretion, may terminate the agreement for reasons including, but not limited to, unethical or criminal activities upon giving 7-days written notice to the successful Proposer.

19. NO WITHDRAWAL OF PROPOSAL

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

20. ACCEPTANCE OF PROPOSAL

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

21. EVALUATION CRITERIA

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

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

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

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

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

23. PERFORMANCE GUARANTEE

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

24. INSURANCE REQUIREMENTS

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

- 24.1.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy shall include:
 - District as an Additional Insured;
 - A Cross Liability clause;
 - Contractual Liability Coverage; and
 - Non-Owned Automobile Liability Clause.

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

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

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

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

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

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

25. PROVEN SATISFACTORY PERFORMANCE

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

26. WARRANTY

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

27. MAINTENANCE AND SUPPORT

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

28. INVOICES AND PAYMENTS

- 28.1. The Proposer shall submit properly certified invoices to District. The invoice(s) shall contain the following information: The purchase order number, item numbers, description of supplies or services, quantities, unit prices, and discounts, if applicable.
- 28.2. When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by District.
- 28.3. Failure to comply with these requirements or to provide an invoice in conformance with this Proposal document may delay payment.

28.4. District does not anticipate issuing a separate contract to bind both parties to the terms and conditions of this Proposal. The successful Proposer's acceptance of the purchase order will be acknowledgment of the Proposer's intent to be bound by the terms and conditions as stated in this document.

28.5. District will not be bound by prices contained in an invoice that are higher than the original Proposal. If a price increase has not been accepted in writing by District, the invoice may be rejected and returned all items to the Proposer at no cost to District.

28.6. No advance payment shall be made for the goods or services furnished by the Proposer pursuant to this Contract.

28.7. Standard government payment terms are net 45 days from date of receipt of goods or invoice, whichever is later.

29. NON-EXCLUSIVITY

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

30. REJECTION OF GOODS OR SERVICES AND REPROCUREMENT COST

30.1. After award, District representatives shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of this Proposal. All rejected goods or services shall be replaced.

30.2. Items found defective or not meeting Proposal specifications shall be picked up and replaced by the successful Proposer at the next service date at no expense to the District. If any item(s) refused are not picked up within one week after notification, the item will become a donation to the District unless otherwise agreed upon by the District.

30.3. When a Proposer fails to furnish goods or services in accordance with terms of this Contract, and District must purchase at a price greater than the contract price, the difference may be charged to the Contractor.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

COMPANY/CONTACT INFORMATION FORM

COMPANY INFORMATION

Type of Applicant [] New Vendor [] Existing Vendor
Choose One [] Joint Venture [] Partnership [] Proprietorship [] Corporation
[] Other explain
If Corporation Date Incorporated
States Incorporated
States Registered as Foreign Corporation
Contractor License # Federal Tax Identification #
Legal Contractual Name of Firm:
Mailing Address: City: St: Zip-Code:

CONTACT INFORMATION

Address: City: St: Zip-Code:
Mailing Address: City: St: Zip-Code:
Contact Name:
Title:
Email:
Phone: Fax:

FILLED OUT BY PROPOSER

Signature: Title: Date:
Print Name: Company name:

SUB-CONTRACTOR CONTACT INFORMATION FORM

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached (Not required until Bid Award) <input type="checkbox"/> Yes <input type="checkbox"/> No			

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached (Not required until Bid Award) <input type="checkbox"/> Yes <input type="checkbox"/> No			

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached (Not required until Bid Award) <input type="checkbox"/> Yes <input type="checkbox"/> No			

FILLED OUT BY PROPOSER

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

PROPOSAL PACKET CHECKLIST

- Signed, filled out and responded to all pages of this RFP
- 1 original complete packet (marked **ORIGINAL**)
- 2 copies of the complete packet (marked **COPY**)
- Company/Contact Information Form (filled out)
- Sub-Contractor Information Form (filled out)
- Proposal Packet Checklist
- Quotations for Individual Sites (Add additional sheets to back of this RFP packet as necessary)

FILLED OUT BY PROPOSER

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