



## **City and County of San Francisco**

### **Request for Proposals for**

### **Structural Fire Engines**

Date issued:	April 4, 2011
Pre-proposal conference:	April 13, 2011 10:00 am
Proposals due:	May 13, 2011 5:00 pm (No public bid opening)

## Appendix G

### Request for Proposals for Structural Fire Engines

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#### Appendices:

- A. Structural Fire Engine Specifications
- B. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
- C. Equipment Exception Sheets
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- I. Proposal Requirements Checklist



## **RFP for Term Contract #72250 Structural Fire Engines**

### **Structural Fire Engines**

#### **Section 1. Introduction**

The Office of Contract Administration (OCA) of the City and County of San Francisco (City) with the San Francisco Fire Department and the San Francisco Airport is requesting proposals from qualified candidates to provide the City with Structural Fire Engines, a complete custom fire fighting apparatus.

The emergency nature of rescue and fire fighting services requires that all contractors building equipment for such services must be responsible and possess the ability to perform successfully under the terms and conditions of the contract.

The equipment specifications listed in Appendix A of the Request for Proposals (RFP) cover the minimum requirements as to the type of construction and tests to which the apparatus must conform. The specifications include new design features, such as fold-out-stairs, that will increase the safety and maneuverability of fire fighters driving and using the apparatus.

Any contract made as a result of this RFP shall have an original term of three (3) years and will become effective on the date that the contract is certified and funds are encumbered by the Controller of the City and County of San Francisco. Additionally, the City shall have two (2) options to extend the term of the contract for a period of one (1) year each, which the City may exercise at its sole and absolute discretion. The maximum contract period shall not be more than five (5) years.



## RFP for Term Contract #72250 Structural Fire Engines

### Section 2. Schedule

The anticipated schedule for this contract is:

Proposal Phase	Anticipated Date
RFP issued, advertised and posted to bid database	April 4, 2011
Pre-proposal Conference	April 13, 2011 at 10:00am
Deadline to protest RFP terms	April 14, 2011
Deadline for submission of written questions or requests for clarification pertaining to the RFP	April 20, 2011 at 5:00pm
RFP addendum issued	April 27, 2011
Proposals due	May 13, 2011 at 5:00pm
Selection committee review of proposals completed	May 20, 2011
Oral interviews with selected proposer(s) begin	May 27, 2011
Selection committee final review	June 3, 2011
Notice of Intent to Award	June 10, 2011
Tentative Contract Award Date	June 24, 2011

Please be aware that each date is subject to change. Check the City's database online for the latest schedule at: <http://mission.sfgov.org/OCABidPublication/>

To ensure fair and equal access to information about this RFP, all questions or requests for clarification must be submitted in writing and emailed as an attachment no later than April 20, 2011 at 5:00pm to Patrick Rice at: [patrick.rice@flsfo.com](mailto:patrick.rice@flsfo.com)

Please reference "RFP #72250, Structural Fire Engine" in the subject field of any emails sent to the City.

No questions will be accepted after this time with the exception of City vendor compliance or Human Rights Commission (HRC) requirements.

Any addenda will be posted on OCA's website at <http://mission.sfgov.org/OCABidPublication/> under the category "Equipment, Supplies and General Services (OCA)".



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### **Section 3. Scope of Work**

The objective of this Scope of Work is to outline the requirements and general functional areas believed to be necessary to successfully perform this contract. The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work or requirements necessary to complete the project.

- A. The City and County of San Francisco is seeking a qualified candidate to provide one (1) structural fire engine that meets the equipment specifications listed in Appendix A of this RFP. Subsequent quantities may be ordered at a later date.
- B. The qualified candidate must assume complete responsibility for all component parts of the entire vehicle. This responsibility shall include design, construction, inspection, performance testing and servicing. The qualified candidate must be capable of furnishing parts, repairs and technical assistance for the normal life of the vehicle (fifteen (15) years).
- C. Bidders must include a vehicle maintenance proposal as Appendix F with their proposals. This vehicle maintenance proposal will not be included in the price evaluation referenced in Section 5. Bidders must also include historical data for actual maintenance costs for similar vehicles for a period not less than (5) five years with their vehicle maintenance proposal.
- D. The qualified candidate must provide high quality equipment, components, and parts designed for firefighting apparatus that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items shall not be acceptable.
- E. The qualified candidate must also be responsible for assuring that the vehicle itself and its fire suppression system meet the specified performance criteria. All major components shall have the manufacturer's approval/recommendation for this type of service and the manufacturer's ratings shall not be exceeded by actual imposed loads.
- F. The qualified candidate or authorized dealer of the City's choice shall be responsible to the City for all warranty service, parts, labor, and travel costs applicable to the equipment provided by the qualified candidate. The responsible qualified candidate or authorized dealer shall be responsible for ensuring that warranty work is performed and that services, parts, labor and travel are available and provided to meet the City's schedules. This does not limit or reduce in any manner the manufacturer's warranty or use of manufacturer's warranty service. Warranty repairs and parts shall be initiated within 48 hours of initial notification by the City. All work required under warranty shall be promptly accomplished at no expense to the City. An adequate stock of repair parts shall be available within 24 hours from notification by the City for the equipment offered.



## **RFP for Term Contract #72250 Structural Fire Engines**

- G. The qualified candidate shall be required to send the City a written confirmation of receipt on all orders within 5 business days after receipt of the City's purchase orders. This confirmation may be in the form of a "Manufacturer's Acknowledgement of Dealer's Order". Confirmation must show the date the order was placed with the manufacturer, City's purchase order number, the quantity of units, vehicle make and model with specified options, and the dealer/manufacturer order number.
- H. The qualified candidate shall send the City written notification of all manufacturer's recalls of equipment purchased and all service bulletins.
- I. The qualified candidate must be able to provide warranties on all equipment, parts and materials furnished under this proposal and guarantee that they will meet all contract requirements and are free of defects in equipment, material, or workmanship and are fit for its intended purpose. The qualified candidate shall be fully responsible for all warranty work on the purchased equipment which includes but is not limited to after-market installations as required by the equipment specifications. The warranty period shall commence at the time the vehicles are accepted by the City. Delivery of the apparatus does not constitute acceptance.
- J. The qualified candidate must be able to provide training, technical support and assistance as required.
- K. The qualified candidate must be able to deliver the required vehicles as awarded no later than 300 calendar days after the receipt of the first purchase order. Actual delivery date will be determined by the City at the time the purchase order is issued.
- L. The qualified candidate will be required to furnish evidence of insurance as required by Special Condition 85 of Appendix G – Sample P-240 Term Contract Agreement and the following bonds within ten (10) business days from the receipt of the Notice of Conditional Award/Notice of Tentative Award.
  - 1. A performance bond on a form furnished by the City in the amount of 100% of the contract to guarantee the faithful performance of the contract.
  - 2. A Payment (Labor and Materials) bond on a form furnished by the City in the amount of 100% of the contract amount to guarantee the payment of wages for services engaged and for bills contracted for materials, supplies and equipment used in the performance of this contract.

Each bond must be in a form that is approved by the City Attorney. Each bond must be approved by the City Controller for sufficiency and qualification. The bonds must be renewed annually.



## **RFP for Term Contract #72250 Structural Fire Engines**

### **Section 4. Submission Requirements**

#### **A. Time and Place for Submission of Proposals**

Proposals must be received by May 13, 2011 at 5:00 pm . Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or mailed to:

Patrick Rice, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 430  
San Francisco, CA 94102

Reference: RFP# 72250, Structural Fire Engines

Proposers shall submit one (1) original and three (3) copies of the proposal, which must be individually bound with the pages numbered accordingly. The original document must be clearly marked as "Original" and the copies must be clearly marked as "Copy". Each proposal received will be screened to ensure that the information required in this RFP is included. Partial or complete omission of any of these items from a proposal may disqualify proposals from further consideration. Proposals submitted by fax or email/electronic communication will not be accepted. Late submissions will not be considered.

#### **B. Format and Content of Proposals**

Please submit your proposal in a three-ring binder, printed on recycled paper, double-sided to the maximum extent that is practical. Please do not bind our proposal with spiral binding, glued binding or any similar type of binding. You may use tabs or other separators within the document. All proposals must include a Table of Contents.



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Firms interested in responding to this RFP must submit the following information, in the order specified below:

### **1. Introduction and Executive Summary**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the signed letter of introduction will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

### **2. Technical Proposal**

- a. All proposers must confirm their compliance with the requirements of the technical proposal specifications of the attached Equipment Specifications (Appendix A) and submit a copy of the Equipment Specifications with their proposal. Proposers shall indicate compliance with each section and line item specifications as required in the line space provided by marking with a "Y" for "Yes". If proposer is offering an alternate of equal or superior status to the line item specification, proposer shall indicate by marking with an "E" for "Exception" on each line item. The proposer must then reference each item exception and explain the exception taken and the proposed alternate on Appendix C, Equipment Exception Sheets.
- b. Proposals which do not include confirmation of each section and line item as required will be deemed to take exception to such proposal requirements which may result in the proposal being considered non-responsive. If exceptions are taken, Appendix C – Equipment Exception Sheets must be returned with the submitted proposals.
- c. Describe in detail the apparatus your firm proposes to provide to the City. Include the following information:
  - Computer-aided design drawings showing all six (6) views of the vehicle with specific dimensions from the top (overhead "see through view" of the cab, pump module, and body showing seating and general layout), front, back, right and left sides, and bottom of the vehicle. The drawing will also include the chassis, make and model, location of key components such as location of lights, sirens, horns, pump panels, equipment compartments, mirrors, and major components, to include maximum height, maximum width, maximum length, and undercarriage clearance and angle of approach and departure.



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- Schedule and ability to complete the project within the City's required time frame.

### **3. Firm Qualifications and References**

Provide information on your firm's background and qualifications which covers the following items:

- a. Name, address, and telephone number of a contact person
- b. A brief description of your firm
- c. Brief resumes of key personnel assigned to this project
- d. A description of two (2) projects similar in size and scope provided by your firm including reference information, schedule and project summary. Each reference must include the name and location, make and model number of Engine and horsepower, length of Fire Engines and quantities sold. Also, include the name, address, email, telephone number and fax numbers of the contact person. Descriptions should be limited to one (1) page for each project.

### **4. Price Proposal**

- a. Enter the price proposal on the Price Proposal Sheet, Appendix D. Price shall be firm for the initial one (1) vehicle. Price shall be F.O.B Destination and exclusive of any Federal, State, local sales or use tax.
- b. The City intends to award this contract to the firm that it considers will provide the best overall approach to providing the specified fire apparatus. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.
- c. All proposals shall be considered firm for a period of 365 calendar days, commencing the day following the date of the proposal due date. Any proposals specifying any time less than 365 calendar days shall be deemed non-responsive.
- d. The proposer shall carefully review all requirements of the sample contract in this RFP prior to preparation of its price proposal.

### **5. Copies of Current Licenses and Certifications**

- a. California DMV Licensed Vehicle Manufacturer or Vehicle Dealer
- b. California DMV Licensed Vehicle Salesperson



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- c. Manufacturer's certification as an authorized dealer and service facility (if proposer is not the manufacturer)
- d. ISO Certificate of Compliance of documentation of codes of practices, quality control, and assurance programs or procedures utilized by the manufacturer.

### **6. Bid Security**

- a. Each proposal must be accompanied by an original bid bond or money order or a cashier's check or certified check in the total of \$50,000, payable to the City and County of San Francisco, to guarantee the filing of Performance and Labor and Material Bonds, Insurance Certificates, and to guarantee the proper execution of the contract. Faxed copies of the bid bond, personal or company checks will not be accepted. Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the proposal.
- b. After the successful proposer has furnished the required documents or the City has rejected the proposals, all bid securities except those which may have been forfeited will be returned to the respective proposers whose proposals they accompanied.

### **7. Commitment Letter from Surety**

Each proposal must include a letter from a surety company that states that it will provide the proposer with a performance bond and a labor and materials bond, each valued at 100% of the contract amount.

### **8. Cooperative Agreement**

Each proposal should include a statement that the successful proposer agrees or does not agree that during the term of this contract and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this contract to obtain some or all of the services and/or commodities to be provided by the contractor under the same terms and conditions as the City, pursuant to a Board of Supervisors Resolution.



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### **Section 5. Evaluation and Selection Criteria**

#### **A. Minimum Qualifications**

The following outlines the minimum qualifications from proposers who wish to be considered for award of the Structural Fire Engine contract. Proposals that do not demonstrate that the proposer meets these minimum requirements at the time the proposal is submitted will be considered non-responsive and will not be eligible for award of the contract.

In order to be considered, proposers must submit documentation that substantiates the following:

1. Proposer shall either be the fire apparatus manufacturer or an authorized dealer and service facility for the manufacturer and have sufficient knowledge and experience in the equipment and services covered by the contract.
2. If the proposer is the fire apparatus manufacturer, the company must have experience in building structural fire engines. The manufacturer shall have built structural fire engines for at least five (5) years and have built at least ten (10) units that are in service and shall provide references for at least three (3) fire departments that have taken delivery of said units.
3. If the proposer is an authorized dealer and service facility for the manufacturer for the apparatus offered, the proposer must provide written certification with its proposal from the manufacturer (on manufacturer's letterhead) stating such authorization. Proposer must have a minimum of five (5) years of relevant experience in sales and servicing of structural fire engines.
4. In order to ensure continuity of quality and warranty, the manufacturer shall be the manufacturer of the entire modular body and shall mount that modular body on the specified chassis. The manufacturing and mounting of the modular body shall not be performed at a location or by employees other than that of the manufacturer to whom the proposal is awarded. The City does not wish to purchase a prototype or non-proven body.
5. The successful proposer must comply with all applicable California Department of Motor Vehicles licensing requirements such as but not limited to vehicle manufacturer, vehicle dealer



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for vehicle sales, and vehicle salesperson. Questions regarding licensing requirements may be directed to:

California Department of Motor Vehicles  
Occupational Licensing, Inspections and Compliance Programs  
Phone: 916-229-3356

6. Proposer must be able to demonstrate to the City's satisfaction their capabilities including evidence that they possess adequate facilities to fully comply with the requirements of the contract prior to award and at any time during the contract term of extension thereof. Also, proposer's experience record regarding past performance and the ability to perform on schedule may be requested. The proposer shall furnish any documentation requested by the City within seven (7) business days from the date of request.
7. The City reserves the right to inspect the proposer's place of business prior to award or at any time during the contract term or any extension thereof, to determine the proposer's capabilities and qualifications.
8. Submit a commitment from a surety to provide the proposer with a performance bond and a labor and materials bond, each valued at 100% of the contract amount.
9. The City reserves the right to reject any proposal if the documentation submitted by the proposer fails to satisfy City and or proposer is unable to supply the documentation within the time period requested. Also, the City reserves the right to terminate the contract after the award if any of the documentation is found later to be misleading or the proposer has misinterpreted their qualifications and experience.

### **B. Selection Criteria**

The Selection Committee will evaluate each proposal meeting the minimum qualification requirements set forth in Section 5 of this RFP on a scale of 100 points. The Selection Committee will be comprised of staff from the Office of Contract Administration and from the Fire Department. The evaluation will be conducted in two (2) phases: (1) minimum qualification review (pass/fail) and (2) evaluation of technical requirements, pricing and written proposals. Additional points of up to 10% will be given for certified Local Business Enterprises (LBEs) and a 1.25% price adjustment will be applied for any sales tax revenue the City would receive from this purchase in accordance with the Administrative Code Chapter 21C. Maximum total points, including additional preference points are 111.25.

Any false, incomplete or otherwise unresponsive statements in connection with a proposal or any documentation or other information supplied to the City by the proposer may be cause from rejection by the City of the proposal or disqualification of the proposer at the City's sole discretion. Any judgment



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as to the significance of any falsity, incompleteness or unresponsiveness shall be the prerogative of the City and its judgment is final.

The City will evaluate the proposals in accordance with the criteria below. The evaluation of the proposals shall be within the sole judgment and discretion of the Selection Committee. Proposers may be required to submit additional information to clarify their proposals at any time throughout the evaluation process.

### **1. Project Approach (maximum 15 points)**

Proposers will be evaluated on the effectiveness of the proposer's organizational project management structure and their facility capabilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet project schedules and managing quality control.

### **2. Experience of Firm (maximum 15 points)**

Evaluation will include relevant experience and qualifications, key personnel, record of past performance (including references), quality of recently completed projects, including adherence to schedules, deadlines and budgets and experience with similar projects.

### **3. Technical Proposal (maximum 40 points)**

Proposers will be evaluated on their understanding and compliance of the equipment specifications, exceptions taken, technical capabilities for performing each section of the specifications, and drawings of the apparatus as required.

### **4. Price Proposal (maximum 30 points)**

The lowest responsive price proposal shall receive the full 30 points. The next lowest responsive price proposal shall receive a portion of the full 30 points equivalent to the percentage between the lowest and next lowest price proposal (i.e., if Proposal X submits the lowest responsive price proposal of \$80 and Proposal Y submits the next lowest responsive price proposal of \$100, Proposal X receives 30 points and Proposal Y receives 30 points x (\$80/\$100) or 24 points).



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Structural Fire Engines**

**Section 6. Pre-Proposal Conference**

Proposers are encouraged to attend a pre-proposal conference on April 13, 2011 at 10:00am at the following location:

San Francisco International Airport  
SFO Business Center  
575 McDonnell Road  
2nd Floor, Accounting Conference Room  
San Francisco, CA 94128

For directions, please call (800) 435-9736.

Proposers are urged to read this proposal prior to the conference. The conference will begin on time and company representatives are urged to arrive on time. Agenda items already covered will not be repeated for the benefit of late arrivals. A sign-in sheet will be available at the meeting. All attendees must sign in to insure receipt of any notification of addenda or other information regarding this RFP.

Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP. Questions raised at the conference maybe answered orally. If any substantive new information is provided in response to questions raised at the conference, it will also be memorialized in a written addendum. All questions or requests for clarification must be submitted in writing as an email attachment in PDF format no later than April 20, 2011 at 5:00pm to Patrick Rice at: [patrick.rice@flysfo.com](mailto:patrick.rice@flysfo.com). Please reference "RFP 72250, Structural Fire Engines" in the subject field of the message.

Failure to attend the conference shall not excuse any proposers from any obligations of the RFP or contract.



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### **Section 7. Contract Award**

The Office of Contract Administration and San Francisco Fire Department will select a proposer with whom they shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the City, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

### **Section 8. Terms and Conditions for Receipt of Proposals**

#### **A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

#### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP must be directed in writing via email to:

**Patrick Rice, Senior Purchaser**

**Reference RFP 72250, Structural Fire Engines**

**Email: [patrick.rice@flysfo.com](mailto:patrick.rice@flysfo.com)**

#### **C. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to



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object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Any objections to RFP Terms must be directed in writing via email to:

**Patrick Rice, Senior Purchaser**

**Reference RFP 72250, Structural Fire Engines**

**Email: [patrick.rice@flysfo.com](mailto:patrick.rice@flysfo.com)**

### **D. Addenda to RFP**

The Department may modify the RFP, prior to the proposal due date, by issuing Addenda which will be posted on the following website: <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx>. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

### **E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 365 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **F. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

### **G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

### **H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.



## **RFP for Term Contract #72250 Structural Fire Engines**

### **I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- 1. Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- 2. Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- 3. Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

### **J. Sunshine Ordinance**



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In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

### **K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

### **L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

### **M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

### **N. LBE Ordinance**



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To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Human Rights Commission by the Proposal Due date. The certification application is available from HRC 415-252-2500, and on the web at: <http://www.sf-hrc.org>. Click on the LBE Certification and Compliance tab. Click on appropriate LBE Certification application.

### **O. Claim for Preference**

To claim preference under the LBE Ordinance, see Bid Questionnaire, Appendix E.

### **P. Bid Preference for Brokerage Services**

Pursuant to Section 14B.7 of the Administrative Code, a bid preference will only be awarded to an LBE, or an LBE joint venture where the LBE's participation in the joint venture exceeds 35 percent, directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

### **Q. LBE Subcontracting**

#### **1. Subcontracting to LBEs**

Although there is no subcontracting goal, bidders are encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.



## RFP for Term Contract #72250 Structural Fire Engines

### 2. Examples of Good Faith Efforts

"Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.
- (2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.
- (3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.
- (4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested LBEs with information about the scope of work.
- (6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

### 3. Examples of Subcontracting

The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

- (1) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) Pro rata share of LBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.



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### 4. Reports

On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide Purchasing with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

### 5. HRC Data on LBEs

Contractor will obtain from HRC a copy of HRC's database of LBEs, and this or other information from HRC, shall be the basis for determining whether a LBE is confirmed with HRC. Contractor will obtain an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

## Section 9. Contract Requirements

### A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the P-240 Term Contract Agreement, attached hereto as Appendix G. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§24 in the Agreement); the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program (§59 in the Agreement); and applicable conflict of interest laws (§46 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

### B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at [www.sfhrc.org](http://www.sfhrc.org).



## **RFP for Term Contract #72250 Structural Fire Engines**

### **C. Minimum Compensation Ordinance (MCO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

### **D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

### **E. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fshp.htm](http://www.sfgov.org/moed/fshp.htm) and from the First Source Hiring Administrator, (415) 401-4960.

### **F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.



## **RFP for Term Contract #72250 Structural Fire Engines**

### **G. Term Bid - Quantities**

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity.

Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

### **H. Proposal Price**

Shall be firm for the initial vehicle and any additional vehicles purchased under Section I., and shall not be subject to escalation for the duration of the contract unless otherwise stated.

### **I. Additional Quantities**

The City reserves the right to purchase three (3) optional additional vehicles within one year after original award at the awarded price.

### **J. Price Adjustment for Optional Additional Vehicles**

In addition to the optional vehicles in Section I. at a fixed bid price, the Contractor agrees that the City may, in its sole discretion, exercise the option to purchase up to three (3) additional vehicles for a period of up to five (5) years after award of the contract. Any percentage increase to the proposal price for such additional purchases shall not exceed the percent (%) increase in the U.S. Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) Commodity Data, Series ID: WPU141302, Not Seasonally Adjusted, Group: Transportation Equipment, Item: Completed Vehicles on Purchased Chassis, Base Date: 198212 based on the final data of the 12 months prior to the date of the purchase. If the PPI is no longer in existence, such other applicable index or similar method of calculation in place will be used at the time of the additional purchase. The estimated quantities are non-binding quantities subject to the City's budget process and the City's priorities.

### **For Example:**

ABC Fire Equipment Supply Company meets all of the requirements of this RFP, their proposal receives the highest score of all the proposals received and is awarded Term Contract #72250. The fixed bid price for the initial vehicle is \$850,000. The City and County of San Francisco



### RFP for Term Contract #72250 Structural Fire Engines

purchases one (1) additional vehicle during the first 12 months of the contract (Year 1). During the second 12 months of the contract (Year 2) the City and County of San Francisco purchases one (1) additional vehicle and there was a three (3) percent increase in PPI ID: WPU141302 based on the final data of the 12 months prior to the date of the purchase. During the third 12 months of the contract (Year 3) the City and County of San Francisco purchases one (1) additional vehicle and there was a five (5) percent increase in PPI ID: WPU141302 based on the final data of the 12 months prior to the date of the purchase.

Contract Year	Description	Proposal Price	% Increase in PPI	Adjusted Price
Year 1	Purchase of one (1) initial vehicle	\$850,000.00	Not applicable	\$850,000.00 Price increase not allowable
Year 1	Purchase of one (1) additional vehicle	\$850,000.00	Not applicable	\$850,000.00 Price increase not allowable
Year 2	Purchase of one (1) additional vehicle	\$850,000.00	3%	\$875,500.00
Year 3	Purchase of one (1) additional vehicle	\$850,000.00	5%	\$892,500.00



**RFP for Term Contract #72250  
Structural Fire Engines**

**Section 10. Protest Procedures**

**A. Protest of Non-Responsiveness Determination**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**C. Delivery of Protests**

All protests must be received by the due date. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered in writing in PDF format via email to:

**Patrick Rice, Senior Purchaser**

**Reference RFP 72250, Structural Fire Engine**

**Email: [patrick.rice@flysfo.com](mailto:patrick.rice@flysfo.com)**





## Request for Proposals for Structural Fire Engine RFP# 72250

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	<a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a>		in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector	City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits  <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a>	HRC-12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Human Rights Comm.  25 Van Ness, #800  San Francisco, CA 94102-6059 (415) 252-2500
4.	HRC LBE Certification Application  <a href="http://www.sf-hrc.org/index.aspx?page=86">http://www.sf-hrc.org/index.aspx?page=86</a>		Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Comm.  25 Van Ness, #800  San Francisco, CA 94102-6059 (415) 252-2500



## Request for Proposals for Structural Fire Engine RFP# 72250

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Forms are also available on the internet at the following locations:

### Office of Contract Administration

Homepage: <http://sfgsa.org/index.aspx?page=359>

Purchasing forms: Click on "How To Qualify To Do Business With The City"

### Human Rights Commission

HRC's homepage: <http://www.sf-hrc.org/>

Equal Benefits forms: Click on "Important Forms and Documents" under the "Equal Benefits" banner

LBE certification form: Click on "LBE Certification and Compliance"



Edwin M. Lee  
Mayor

Jaci Fong  
Acting Director

Purchasing

April 27, 2011

ADDENDUM NO. 1

RFP for Term Contract #72250 Structural Fire Engines

To: All Prospective Proposers

From: Patrick Rice, Senior Purchaser

Please note the following changes to the subject RFP before submitting your proposal. A signed and dated copy of this addendum must accompany your proposal.

1. Appendix A – Specifications dated 4/4/11 is deleted in its entirety and replaced with Appendix A – Revised Specifications dated 4/27/11.

2. The following sentence included in Section 1. Introduction of this RFP:

“Additionally, the City shall have two (2) options to extend the term of the contract for a period of one (1) year each, which the City may exercise at its sole and absolute discretion. The maximum contract period shall not be more than five (5) years.”

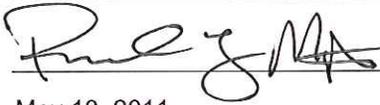
is deleted in its entirety and replaced by the following:

“Additionally, the City shall have two (2) options to extend the term of the contract for a period of one (1) year each, which the City may exercise by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.”

3. The following language is added to Section 3. Scope of Work paragraph L.:

3. Bond Duration - The term of the Performance Bond and the Labor and Materials Bond of this Contract shall begin on the date that the contract is awarded and shall extend for one (1) year from the date of acceptance of each vehicle. In such a case that any additional vehicles have been ordered or are under construction, there shall be no lapse in coverage of the Performance Bond and the Labor and Materials Bond. In this case the Performance Bond and the Labor and Materials Bond shall be renewed.

All information provided herein is considered to be fully incorporated into the RFP document and vehicle specifications. All other terms and conditions remain the same.

Company Name (please print):	Pierce Manufacturing Inc.
Name of person signing the proposal (please print):	Rich Myers
Signature:	
Date:	May 13, 2011