



**City of Tacoma Fire Department
Request for Proposals**

Live Fire Simulation Training Facility Prop

Specification FD14-0649F



City of Tacoma

REQUEST FOR PROPOSALS

Specification No. FD14-0649F
Tacoma Fire Department
Live Fire Simulation Training Prop

The City of Tacoma is accepting **SEALED PROPOSALS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, 3628 South 35th Street, Tacoma, WA 98409.

Proposals will be received until **11:00 a.m., Pacific Time, Tuesday, January 20, 2015**, at which time they will be recorded and forwarded to a Selection Advisory Committee for evaluation. Proposals are not typically opened and read aloud.

An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org. A list of vendors registered for this solicitation is also available at the website. After 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

A pre-proposal meeting will not be held.

Project Scope: Purchase of a live fire simulation training prop for the Tacoma Fire Department.

Estimate: \$450,000

The following is applicable to Federal Aid Projects: The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Additional information regarding the specifications may be obtained by contacting Richelle Krienke, senior buyer, by email to rkrienke@cityoftacoma.org.

CITY OF TACOMA

Patsy Best
Interim Procurement and Payables Division Manager

City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award.

Please do not include this specification document with your submittal. Doing so may render your submittal as non-responsive.

Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page at the front of this Specification or subsequent addenda. See also Section 3.04 Submittal Package Requirements.

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

<p>The following items, in this order, make up your submittal package:</p> <p><u>Other than the forms listed below, please do not include other pages or content from this RFP.</u></p>		
1	<p>Signature Page (Appendix A) with <u>ink signature</u>, including acknowledgement of any addenda</p> <p>This form is intended to serve as page 1 of your submittal. Do not alter it in any way or add to letterhead paper or present cover letters or blank pages ahead of it.</p>	
2	Price Proposal Form (Appendix A) – no substitutions or alterations	
3	Information in Section 3.02 – Content to be Submitted	
4	Confidential information identified and indexed as indicated in 3.03	
<p>Provide the following in a sealed envelope or package labeled with the specification number, specification title, and Respondent name and address as indicated in Section 3.04:</p> <ul style="list-style-type: none"> • One original with ink signature (not an electronic or Xeroxed signature) of your complete submittal, arranged as indicated in Sections 3.01 and 3.02. • Four copies of your complete original submittal • One electronic copy (USB drive, labeled with company name) in either Word or PDF format, arranged as indicated in Sections 3.01 and 3.02. <p style="text-align: center;">Clearly identify original and copies.</p>		

After award approval, the following documents will be required:

1	Selected Respondent(s) required to enter into a Contract incorporating terms and conditions contained herein.	
2	Certificate of Insurance and applicable endorsements (Appendix B)	
3	Performance Bond (Appendix B)	
4	City of Tacoma business license, if applicable (Appendix C – See item 1.15 C. of the Standard Terms and Conditions Section 1 – Solicitation)	

**REQUEST FOR PROPOSALS FD14-0649F
LIVE FIRE SIMULATION TRAINING FACILITY PROP**

SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES

1.01 PROJECT OVERVIEW AND PURPOSE

- A. The City of Tacoma (City) / Tacoma Fire Department (Department) is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the City's need for the supply, delivery and assembly of a live fire simulation training prop. The prop will be located at the Fire Department training facility, 2124 Marshall Avenue, Tacoma WA 98421.
- B. The preference is to award a single contract. However, the City reserves the right to split the award, or make no award, if it is in the City's best interest.
- C. The simulation prop shall be new and unused.
- D. Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected.
- E. Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.
- F. Note that the provisions found in Section 1, Section 2, Section 3, and Section 4 will prevail over any conflicting provisions found in the Standard Terms and Conditions (Appendix C) of this RFP.
- G. This solicitation may be found at www.tacomapurchasing.org: Navigate to *Contracting Opportunities / Supplies Solicitations*, scroll to this RFP and click the word *Specification*.

1.02 CALENDAR OF EVENTS

The anticipated schedule of events concerning this RFP is as follows:

Questions due, 3:00 p.m.	January 8, 2015
Questions and answers posted	January 12, 2015
Submittal deadline, 11:00 a.m.	January 20, 2015
Interviews/presentations, if conducted	Week of February 2-6, 2015
City Council consideration of award, if required	February, 2015

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after City Council approval, if required.

1.03 PRE-SUBMITTAL CONFERENCE / QUESTIONS AND REQUESTS FOR CLARIFICATION

- A. A pre-submittal conference will not be held; however, Questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, January 8, 2015**, to Richelle Krienke, Purchasing Division, via email to rkrienke@cityoftacoma.org. Questions received after this date and time may not be answered.
1. Please indicate the RFP specification number and title in the email subject line.
 2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFP.
 3. Questions will not be accepted by telephone or fax.
 4. Questions marked confidential will not be answered.
 5. Individual answers will not be provided directly to Respondents.
 6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 7. The City will not be responsible for unsuccessful submittal of questions.
- B. Written answers to questions will be posted with the Specification on or **about January 12, 2015**, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Supplies Solicitations*, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
- C. To receive notice of the posted answers, you must register as "[bid holder](#)" for this solicitation. Notices will not be sent if no questions are received.
- D. The answers are not typically considered an addendum. (See Section 4.01)

1.04 ACCEPTANCE AND RESPONSIVENESS

- A. Respondents agree to provide a minimum of 60 days from the submittal deadline for acceptance by the City.
- B. Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.
- C. The final selection, if any, will be that submittal or Respondent which, after review and potential interviews and reference checks, in the sole judgment of the City, best meets the requirements set forth in this RFP.

1.05 CONTRACT TERM

- A. This is a one-time contract. Project completion is expected within 120-150 days of receipt of the City's Notice to Proceed.

1.06 PRICING

- A. Unit or lump sum prices shall be all inclusive and submitted as FOB destination, freight pre-paid and allowed (freight included in price).
- B. If the unit price does not compute to the extended total price, the unit price shall govern.
- C. Pricing under any Contract resulting from this RFP shall be firm for the contract period.
- D. The City may award to other than the highest ranked Respondent if the price offered by the Respondent is more than the budget available for this project.
- E. Price must include all labor and expenses and any tools or costs required to complete this project.
- F. Submitted prices shall include costs of proposal preparation, servicing of the account, all contractual requirements during Contract period such as transportation, permits, labor, insurance costs, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material and workmanship and be subject to these Specifications in full.

1.07 FREIGHT / SHIPPING

The City will not pay handling charges for shipping any order. However, the City may occasionally authorize the Supplier to invoice freight costs for special orders when next day air shipment or special handling is requested. Likewise, if the Supplier is requested by the City to ship materials from a factory that charges the Supplier a handling charge, upon approval of the City staff person placing the order, the handling charge may be passed through to the City at net cost. Supplier shall invoice special order freight charges at actual cost of transportation. Supplier shall upon request provide documentation of actual freight/shipping charges.

SECTION 2 – PROJECT SCOPE / TECHNICAL PROVISIONS

2.01 BACKGROUND

As part of the NFPA 1001 standard for qualification of professional fire fighters, firefighters must be competent at containing and extinguishing at grade and below grade fires. To receive this competency, firefighters require live-fire training. The structure will be used to provide ongoing live-fire training scenarios as well as search and rescue, confined space and rope rescue training.

2.02 TECHNICAL REQUIREMENTS

The successful Respondent will source, deliver and assemble a live fire simulation training prop to the specifications stated below in Section 2.05.

2.03 SCHEDULE OF WORK

Work shall be completed within 120 to 150 days of receipt of the City's Notice to Proceed. The City may withhold payment if work is not completed within the approved schedule. See Section 2.07.

2.04 PROJECT DESCRIPTION

- A. Supply, deliver and erect a live fire simulation training prop to the satisfaction of the City of Tacoma project representative(s).
- B. This Specification is designed to provide "safety first" training facility to employees and peer group staff while allowing for realistic fire emergency response training scenarios.
- C. Note: These Specifications are a minimum standard of supply and function. Respondents may provide equivalent or alternate materials, equipment and systems that meet or exceed the specification standards stated. Equivalent or alternate materials, equipment and systems will be evaluated by the City for compliance.

2.05 TRAINING FACILITY GENERAL REQUIREMENTS

- A. The training facility shall be a three-story structure, be constructed from one-trip International Organization for Standardization (ISO) containers.
- B. Vendor shall provide a graphical representation of their training structure solution with their proposal that substantially satisfies the below noted specification requirements.
- C. The training structure shall be in compliance with NFPA 1402 "Guide to Building Fire Service Training Centers 2012 Edition."
- D. The selected vendor shall prepare layout drawings and coordinate a design review meeting upon project award.
- E. The training structure shall be delivered within 150 to 180 days upon project award and layout drawing approval.

- F. The Live-Fire Component of the training structure shall provide both Class “A” and LPG fueled training.
- G. The training facility exterior shall be painted Tacoma’s choice of color.
- H. The awarded vendor shall assist Tacoma’s architect and/or engineer to ensure that the site is properly prepared and ready to receive the training facility prior to delivery.
- I. Training facility proposals shall include costs associated with delivery and on-site assembly at Tacoma’s prepared site.
- J. Awarded Vendor shall include a three-day “train the trainer course” for up to 12 students within two weeks of training facility delivery. Course shall be conducted on-site by a certified fire instructor (CFI).
- K. The training facility shall contain a warranty for a period of one year for workmanship and materials and five years for structural integrity starting from the date of delivery.
- L. Vendor shall include an electronic version of the training facility operations and maintenance manual at time of delivery.

2.06 TRAINING FACILITY SPECIFICATIONS:

- A. The training facility shall include one liquid petroleum gas (LPG) and two Class “A” fueled burn rooms. Burn rooms shall be fabricated as a secondary fully insulated sleeve within the container structure. The LPG fueled burn room shall include two independently controlled props operated via a fixed control panel located as specified by Tacoma. The burn rooms shall include a ventilation and temperature monitoring system.
- B. A pitched roof prop should be incorporated into the facility for vertical ventilation training purposes. A secondary Flat Roof Prop shall be included.
- C. Multiple points of egress via personnel doors shall be provided and various windows included for differing training scenarios.
- D. Interior and exterior stairs shall be provided to support various training scenarios.
- E. The training facility shall include SCBA reconfigurable maze and confined space training capabilities. The maze system shall allow the interior floor space to be reconfigured to support various interior fire attack scenarios.
- F. A 4’ x 8’ Wall Breach Simulator designed to hold 2” x 4” wood studs and drywall shall be included.
- G. A multifunctional forcible entry door prop, variable angle rebar cutting prop, steel panel cutting prop, and behind the wall fire prop shall be included.
- H. The training facility shall provide rope rappelling training capabilities that are in compliance with applicable OSHA standards.

- I. All exposed container rooftops shall contain steel galvanized bar grating surface and galvanized guardrail system.
- J. An interior and exterior lighting system for hard wire connection to on-site electrical service shall be provided.
- K. Exterior Full Height Standpipe System: Standpipe shall provide a Siamese FDC connection at ground level, and hose connection at all story-levels.

2.07 QUALITY ASSURANCE AND TOTAL PERFORMANCE

The Contractor shall ensure that all work is completed to the satisfaction of the City.

The City will inspect the work and report any errors or workmanship defects to the Contractor for correction. Contractor shall be responsible for the correction of all defects of the work, at no cost to the City, regardless whether or not the defects were apparent when total performance of the work was achieved and approved by the City.

2.08 INSURANCE

City of Tacoma standard insurance requirements apply. (See Appendix B.)

2.09 SURETY / PERFORMANCE BOND

A performance bond, including power of attorney, for this project is required in the amount of 100 percent of the Contract total, excluding sales tax.

- A. The City's performance bond form must be used (see Appendix B).
- B. The performance bond must be executed by a surety company licensed to do business in the state of Washington.
- C. The cost of a performance bond must be included in submittal prices. Bonds will not be paid as a separate line item.
- D. For a supply-type contract, a certified or cashier's check or cash may be substituted for the bond; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

SECTION 3 – SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD

3.01 FORMAT AND PRESENTATION

Submittals should be clear and succinct. The inclusion of standard company brochures or similar marketing materials is allowed but will not be evaluated and may not be used in lieu of providing responses to the Section 3.02 Content to be Submitted immediately below.

- A. A full and complete response to each of the “content to be submitted” items (Section 3.02) is expected in a single location; do not cross reference to another section of the submittal document.
- B. Required format
 - Page size: 8.5” x 11” (no pages larger or smaller than this size)
 - Margins: 0.75” or greater
 - Font and size: Arial 10 (or equivalent) or larger
 - Numbered pages: Please number all pages in your submittal documents
- C. For purposes of review and in the interest of the City's sustainable business practices, Respondents are encouraged to **print/copy on both sides of a single sheet of paper** wherever possible. The City encourages the use of materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.
- D. The City prefers the use of **recyclable 3-ring binders** to allow reviewers to remove specific pages/sections. Please do not use gum or spiral bindings. The use of materials that cannot be easily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers is discouraged.
- E. Color is acceptable, but content should not be lost by black-and-white printing or copying.

3.02 CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items using the same numbering format as presented below. Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

A. Required Forms*

1. Signature Page*
2. Price Proposal Form* -- Price should be lump sum for the supply, delivery and assembly of the training prop, including all work, materials, and expenses, excluding sales tax.

*Do not alter these forms in any way or substitute letterhead paper for them. Do not present cover letters or blank pages ahead of these forms.

The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.

B. Executive Summary / Letter of Introduction

1. A short history and description of your firm, including organizational structure, areas/regions served, etc.
2. Background information of the parent company, if any.
3. Name and address of firm, telephone number, email address, website address, and contact person, with title, for this solicitation.
4. Name, title, and contact information of the person authorized to execute a contract on behalf of the Respondent.
5. Name, title, and contact information of the person who will be managing this Contract on behalf of the Respondent. Include a business card for this person.

C. Qualifications/Experience of Firm

1. Describe the experience your firm has had within the last five years performing related scopes of work.

D. Qualifications of Key Personnel to be Assigned to this Project

The personnel presented must be committed to this project for the expected term of the Contract.

1. List key personnel that will manage and work this project including relevant background and experience.
2. Include a brief biography or resume outlining the experience and qualifications of each staff person that will be involved.
3. Indicate the role(s) each individual will be assigned.
4. Summarize how these staff will be organized and supervised on the project.

E. Project Approach

1. Describe the approach you would use to prepare for and complete this scope of work. Address all criteria listed in this RFP.
2. Describe the quality assurance procedures used by your firm.
3. Describe the City resources you require to complete this scope of work.

F. Project Schedule

1. Provide a proposed schedule of the work, including a provision to complete the work within 120 to 150 days of receipt of the City's Notice to Proceed.

G. Operations Manual

H. CAD Drawings

I. References

Provide three or more recent client/customer references able to verify your firm's overall expertise for this scope of work. The clients should have worked with your firm within the last five years. For each reference provide the following information:

1. Company name
2. Website address, if applicable
3. Contact person(s) and title
4. Address
5. Phone number
6. Email address
7. Project description
8. Dates of service

J. Sustainability

The City has an interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship and help us meet our sustainable purchasing goals.

1. Demonstrate your firm's commitment to providing the services identified in this RFP in a sustainable manner. What measures will your firm take to minimize impacts to the environment in the delivery of these services? Provide details of efforts, practices, and/or processes.

2. Demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to a formal sustainability program and/or policies covering recycling measures, energy conservation plans, water conservation policies, a green cleaning policy. Please provide details and include copies of reports, policies or plans if available.

K. Credit Card Acceptance – EFT/ACH Acceptance

1. Credit Card Acceptance

Provide a statement regarding your ability to meet the City's credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). See Section 3.09. This information is not a consideration in the evaluation.

2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH) Acceptance

Provide a statement regarding your ability to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH). See Section 3.09. This information is not a consideration in the evaluation.

L. Exceptions to Terms and Conditions

1. Detail proposed alternative forms of contract or exceptions, if any, to the City of Tacoma Standard Terms and Conditions (Appendix C).

3.03 CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See items 1.17 and 1.18 of the Standard Terms and Conditions Section 1 – Solicitation (Appendix C).

3.04 SUBMITTAL PACKAGE REQUIREMENTS

Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address, and received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page or subsequent addenda.

3.05 EVALUATION CRITERIA

- A. A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of or request presentations by Respondents before final selection is made.
- B. The SAC may use references to clarify and verify information in submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

- C. The SAC may select one or more Respondents to provide the services required.
- D. The City may award to other than the highest ranked submittal or Respondent if the price submitted by the Respondent is more than the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor does not require the City to select the Respondent submitting the lowest cost.
- E. The City reserves the right inspect the facilities or project sites of selected Respondents where work under this contract will be performed.
- F. Respondents may be asked to provide their and most recent audited financial statements demonstrating the Respondent's financial ability to meet the requirement of any Contract that may result from this RFP.
- G. A serious deficiency in any one criterion may be grounds for rejection.
- H. Submittals will be evaluated on the following criteria:

	CRITERIA	Points
A	Qualifications/Experience of Firm and Key Personnel 1) Experience with similar projects and related business capabilities 2) Technical capability, capacity, skills, and qualifications	15
B	Methodology for Delivery and Assembly, and Schedule 1) Project schedule 2) Delivery schedule 3) Methodology proposed for assembling training prop components	15
C	Fees and Charges/Value 1) Calculation – Lowest priced submittal divided by this proposal price times points available for price	25
D	Compliance with Specifications 1) Demonstrates understanding of project requirements 2) Complies with design specifications (including equivalents) stated in Section 2	35
E	Submittal quality, organization, completeness 1) Presentation of information is logical and clear 2) Completeness of proposal content 3) Adherence to format and layout requirements	5
F	Sustainability Efforts	5

3.06 INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview or present, either in person or by conference call or video conference, may be extended to Respondents based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews. The SAC may determine scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days' notice.

3.07 AWARD

After a Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations will begin. If a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.

3.08 ADDITIONAL CONTRACTS / INTERLOCAL PURCHASES

The initial award will be for the Tacoma Fire Department; however, other City locations/departments may be added to this Contract or develop their own separate contract from these Specifications during the contract term.

Other agencies or entities may enter into a separate contract based on these Specifications per RCW 39.34. See 2.12 of the Standard Terms and Conditions Section 2 – Supplies and 2.10 of the Standard Terms and Conditions Section 2 – Services (Appendix C).

3.09 PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

Payment methods include:

- A. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.
 - 1. Vendors must be PCI-DSS compliant (secure credit card data management).
 - 2. Vendors must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
- B. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
- C. Check or other cash equivalent.

D. The City may consider cash discounts when evaluating submittals. See 1.06 B. of the Standard Terms and Conditions Section 1 – Solicitation (Appendix C).

The City's preferred method of payment is by Visa credit card (aka procurement card). Respondents may be required to have the capability of accepting the City's authorized procurement card as a method of payment. **The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.**

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this Contract.

SECTION 4 – PROJECT REQUIREMENTS / SPECIAL PROVISIONS

4.01 REVISIONS TO RFP – ADDENDA

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to registered bid holders/planholders and posted on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Supplies Solicitations*, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

Answers in response to RFP inquiries (see Section 1.03 above) are not typically provided as an addendum.

4.02 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP

Respondent shall notify in writing the City of Tacoma Purchasing contact identified in the Request for Proposals page of any ambiguity, conflict, discrepancy, omission, or other error in these Specifications no later than five business days prior to the submittal deadline. The City will make any necessary modifications by addendum (see Section 4.01 above).

Respondent is responsible for identifying any ambiguity, conflict, discrepancy, omission, or other error in these Specifications prior to submitting its proposal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

4.03 DELIVERY OF PRODUCTS AND SERVICES – IDLING PROHIBITED

The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power another device, and when a running engine is required for proper warm-up and cool-down of the engine.

4.04 ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

In accordance with the City's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of environmentally preferable products or services that help to

minimize the environmental and human health impacts of City operations. Respondents are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view the above City policies go to Section XXIV.A. of the [Purchasing Policy Manual](#).

4.05 SUSTAINABILITY

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- A. Pollutant releases
- B. Toxicity of materials used
- C. Waste generation
- D. Greenhouse gas emissions, including transportation of materials and services
- E. Recycle content
- F. Energy consumption
- G. Depletion of natural resources
- H. Potential impact on human health and the environment

The supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

4.06 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFP, conducting presentations to the City, or any other activities related to responding to this RFP.

4.07 SUBMITTAL CLARIFICATION

Respondents may be asked to clarify their submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, the Respondent must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. A Respondent's failure to respond to such a request may result in rejection of its submittal. See 1.05 of the Standard Terms and Conditions Section 1 – Solicitation (Appendix C).

4.08 CONTRACT OBLIGATION / ACCEPTANCE OF SUBMITTAL CONTENTS

The submittal contents of the successful Respondent will become contractual obligations if a Contract ensues.

As part of the negotiation process, Respondents may propose alternative or additional forms of contract for City's consideration by the City and Respondents may propose changes or amendments to the City's standard Terms and Conditions contained in this RFP, but the CITY, at its sole option, will decide whether to open discussion on each proposed amendment,

addition, objection or exception, and/or to accept, reject or modify alternative forms of submitted by Respondents.

Note that the provisions found in the final signed Contract will prevail over any conflicting provisions found in the Standard Terms and Conditions of this RFP.

No costs chargeable for work under the proposed Contract may be incurred before receipt of a fully executed Contract.

4.09 PARTNERSHIPS

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the Contract between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

4.10 COMMITMENT OF KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

4.11 ADDITIONAL PRODUCTS AND SERVICES

Any related additional products and services of benefit to the City not specifically required in this RFP, but which the Contractor offers to provide, may be outlined on a separate page and included with the submittal.

4.12 EXPANSION CLAUSE

Any resultant Contract may be further expanded in writing to include other related services or products normally offered by the Contractor, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Contractor profit margins are not to increase as a result of Contract additions.

Any new services accepted by the City may be added to this Contract and/or substituted for discontinued services. New services shall meet or exceed all specifications of original award.

4.13 ACCEPTANCE / REJECTION OF SUBMITTALS

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities

- To award one or more contracts
- To award by line item or group of line items
- To not award one or more items
- To not award a contract
- To issue subsequent RFPs

4.14 RESERVED RIGHTS

In addition to other rights in this RFP, the City reserves, holds, and may exercise at its sole discretion, the following rights and options:

- A. To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another solicitation.
- B. To issue additional or subsequent solicitations.
- C. To conduct investigations of Respondents and their proposals, including inspection of their facilities.
- D. To award a contract or contracts resulting from this solicitation to the responsible Respondent whose proposal conforming to this solicitation will be most advantageous to the City.
- E. To negotiate any rate/fee offered by a Respondent. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Respondent does not accept the City's final offer, the City may, in its sole discretion, reject the proposal and start negotiations with other Respondents.
- F. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to the Respondent and either award to another Respondent or reject all proposals or cancel this solicitation.
- G. Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a proposal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

APPENDIX A

Signature Page

Price Proposal Form

SIGNATURE PAGE

TACOMA FIRE DEPARTMENT

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Proposals page near the beginning of the specification for additional details.**

**REQUEST FOR PROPOSALS SPECIFICATION NO. FD14-0649F
LIVE FIRE SIMULATION TRAINING FACILITY PROP**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

CITY OF TACOMA
*** PRICE PROPOSAL FORM ***
Request for Proposals FD14-0649F
Live Fire Simulation Training Facility Prop

Respondent Name _____

Respondent shall submit one original and four copies of its entire submittal. If Respondent wishes to submit alternate bids, copy the appropriate bid pages and submit alternate bids.

All prices are to be in U.S. dollars and include all associated fees. The City will not pay any additional fees, tariffs, add-ons or surcharges.

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in unit price).

A. PROPOSAL

Price submitted shall be all inclusive, before sales tax, and include all handling and transportation charges and all other charges and fees incidental to and forming your proposal.

Price shall not include options, discounts or credits.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EXTENDED PRICE</u>
1.	Supply, delivery, assemble Live Fire Simulation Training Prop	\$ _____
	Sales Tax (9.5%):	\$ _____
	TOTAL:	\$ _____

B. Estimated time in days to complete assembly, including delivery for full use of live fire simulation prop _____

Installation location: Tacoma Fire Department Training Center
2124 Marshall Avenue
Tacoma, WA 98421

Respondent Name _____

C. Options

Options shall not be included in the proposal price. Enter up charge or credit for each option listed.

Other options? _____ \$ _____

Other options? _____ \$ _____

Other options? _____ \$ _____

If needed insert pages here and list additional options offered.

D. Credit Value And Discounts

Credits and/or Discounts shall not be included in the proposal price.

Other credits? _____ \$ _____

Other credits? _____ \$ _____

Other credits? _____ \$ _____

If needed insert pages here and list additional credits offered.

E. Prompt Payment Discount _____% _____ days, net 30.

Payment discount periods of 20 calendar days or more will be considered in determining lowest responsive bid.

F. Is your firm registered with the City of Tacoma as a Small Business Enterprise (SME)?
__Y __N

If yes, in what categories are you registered?

G. Your firm agrees to provide a minimum of _____ days (60 days minimum) from the submittal deadline for acceptance by the City.

H. Does your firm accept payment by EFT/ACH? __Y __N
(Electronic Funds Transfer (EFT) by Automated Clearing House (ACH))

Respondent Name _____

I. Does your firm accept payment by Visa credit card? ___Y ___N

NOTE: The City of Tacoma will not accept price changes or pay additional fees when a credit card is used.

J. Manufacturer's/Respondent's Guarantees and/or Warranties. Indicate whether proposed guarantees and/or warranties "equal or exceed" those specified in Section 2.05 K. and the Standard Terms and Conditions – Supplies 2.13. Provide additional pages if needed.

K. State Whether Exception "IS" or "IS NOT" Taken to This Specification. A statement here that exception "IS NOT" taken will create a conclusive presumption that you accept and will comply with all Specification requirements. Department Revise – Delete as applicable. Provide additional pages if needed.

APPENDIX B

Performance Bond

Standard Certificate of Insurance and Endorsement Requirements



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

as principal, and

a corporation organized and existing under the laws of the State of

as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF TACOMA in the penal sum of \$ _____, for the payment of

which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

Dated at Tacoma, Washington, this _____ day of _____, 20_____.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a certain contract, providing for

Specification No.

Specification Title:

Contract No.

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract after its acceptance thereof by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form:

Principal:

City Attorney

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

<u>CONTRACT AMOUNT</u>	<u>LIABILITY LIMITS</u>
\$ 25,000 and Under	\$ 500,000 Combined Single Limit
\$500,000 and Under	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
Over \$500,000	\$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
 1. Comprehensive General Liability
 2. Automobile Liability - Hired and Non-Owned
 3. Contractual Coverage
 4. Broad Form Property Damage
 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
 6. Any additional coverage specifically required by the City's specification

- B. The following general requirements apply:
 1. Insurance carrier must be authorized to do business in the State of Washington.
 2. Coverage must include personal injury, protective and employer liability.
 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

- C. The following statements are required on the Certificate of Insurance:
 1. *"The City of Tacoma is named as an additional insured"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See example below.**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
CITY OF TACOMA PO BOX 11007 TACOMA WA 98411-0007		"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."

APPENDIX C

Standard Terms and Conditions – Solicitation – Section 1

Standard Terms and Conditions – Services – Section 2

Standard Terms and Conditions – Supplies – Section 2

2.29 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.30 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

2.31 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Supplies, are fully incorporated into and considered part of the Contract.

** Balance of Page Intentionally Left Blank **