



NORTHWEST FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-03-C29 **Title:** Traditional Fire Helmets

DUE IN: WEDNESDAY, SEPTEMBER 25, 2024 AT 11:00 A.M. AZ TIME
OPENING: SAME DAY AT 11:00 A.M. AZ TIME

Submit Proposal to: **Pre-Proposal Conference:** NONE WILL BE HELD
Northwest Fire District Administration
13535 N. Marana Main St.
Marana, AZ 85653

This solicitation may be obtained from our website at: <https://nwfdaz.gov/notices/purchasing> Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 887-1010, or a copy may be picked up during regular business hours at the Northwest Fire District Administration, 13535 N. Marana Main St., Marana, Arizona 85653. If you experience any problems receiving this Request for Proposals, please call (520) 887-1010.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District’s vendor listing. This form may be returned to the address above, or faxed to (520) 887-1034. A “No Bid” will be considered a response. Returning this form only does not fulfill bid requirements unless responding with a “No Bid” as shown below.

E-mailed, faxed and verbal offers are not acceptable.

CHECK APPROPRIATE BOX:

- ☐ **I am submitting a “No Bid” at this time.**
Please keep my name on the District’s Bidder’s List.
- ☐ **I cannot provide services of this nature.**
Please remove my name from this category. I will submit a revised Vendor Registration Form
A copy of the Vendor Registration Form is at <https://nwfdaz.gov/notices/purchasing>
- ☐ **I no longer wish to do business with Northwest Fire District.**
Please remove my name from the District’s Bidder’s List.
- ☐ **I am no longer in the business to provide these services.**
Please remove my name from the District’s Bidder’s List.

Name of Company	Date Signed		
Authorized Signature/Local Representative	Telephone/Fax Number		
Type Name and Position Held with Company			
Mailing Address	City	State	Zip

RFP Notice to be mailed: 08/28/2024



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Submit Proposal to:

Northwest Fire District Administration
13535 N. Marana Main St.
Marana, AZ 85653

Pre-Proposal Conference: NONE WILL BE HELD

SOLICITATION: Northwest Fire District (NWFD) is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide the Northwest Fire District with Traditional Fire Helmets per specifications called for herein.

Prospective Offerors may pick up a copy of the RFP packet, Monday through Friday, 8 am to 5 pm MST, at the address listed above.

Proposals must be submitted as defined in the I. Instructions to Offerors, in accordance with the Standard Terms and Conditions, and Special Terms and Conditions. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return all documents required in the section titled "PROPOSAL SUBMITTAL".

Proposals may not be withdrawn for 60 days after opening.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THEY CAN AND ARE WILLING TO COMPLY, AND INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSALS.

Tabitha Walsh
Finance Manager

THIS PROPOSAL IS OFFERED BY:

Firm/Person _____

Address _____

City _____ **State** _____ **Zip** _____

Phone Number _____

Signature _____

Title _____

Publish: Daily Territorial: 08/29/24, 08/30/24, 09/03/24, and 09/04/24

I. INSTRUCTIONS TO OFFERORS

1. SUBMISSION OF PROPOSALS

Offerors shall submit one (1) original and three (3) copies of all proposal documents. Please send an electronic copy, in Word, Excel and/or PDF format, on a flash drive or CD-R. The submittal shall include all information requested by the solicitation and utilize, without modification, the forms provided by the solicitation. No substitute document for the forms will be accepted. In case of discrepancy between hard copies of the proposal and the electronic copy of the proposal submitted, the hard copy shall govern.

Telephoned, emailed, or faxed proposals are not acceptable.

Proposals must be received and time stamped at the location on or before the time and date as defined by the *Request for Proposals*. Late proposals will not be accepted and will be returned unopened.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *Request for Proposals*. Proposals must be submitted in a sealed envelope/container and have "RFP 25-03-C29" written on the front.

Electronic proposals may also be submitted on PublicPurchase.com and not later than the time/date specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive*.

2. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall, as appropriate, indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Northwest Fire District*. Personal or company checks are not acceptable.

3. PRICE BID & CERTIFICATION

Offerors shall complete and submit the price bid and certification documents utilizing the forms provided in this RFP. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services more favorable than those given to District, that offeror shall offer same pricing to the District, effective the date effective to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct cost control and reduction activities.

Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time, if stated as a number of days, shall mean "calendar" days. Northwest Fire District reserves the right to question and correct obvious errors.

4. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given, are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to examine any drawings, specifications, and instructions will be at the offeror's risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall be specifically documented and clearly illustrate the deviation to the particular specification or the requirements set forth by this solicitation. The impact of the requested deviation on the end performance of the item shall be fully explained. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the District.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified. Manufacturer and supplier documentation, including and not limited to the following, shall be provided by the successful offeror not later than 14 days after request by the District and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

5. COMPLIANCE WITH AGREEMENT

Northwest Fire District will execute an agreement with the successful offeror by issue of a purchase order or contract.

The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the District. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Northwest Fire District Warehouse Supervisor within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at Administration.

No oral interpretations or clarifications will be made to any offeror as to the meaning of any of the solicitation documents.

If a prospective offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the offeror shall notify the Northwest Fire District in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation proposal. Responses from Northwest Fire District will be made by written addendum and sent to all known potential offerors. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

7. CONFLICTING INSTRUCTIONS

In the event there are variations or conflicts between these instructions and the special terms and conditions, the special terms and conditions shall govern.

END OF INSTRUCTIONS TO OFFERORS

II. STANDARD TERMS AND CONDITIONS

1. PROPOSAL OPENING:

Proposals will be publicly opened and offeror names will be read on the date and at the location defined in the *Request for Proposals*. No other information contained in the proposals will be disclosed at the opening. All interested parties are invited to attend.

2. PROPOSAL EVALUATION:

Proposals shall be evaluated to determine which response is most advantageous to the District considering price, conformity to the specifications and other factors.

The District reserves the following rights: 1) to waive informalities in the proposal or proposal procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with Northwest Fire District or who have engaged in conduct that constitutes a cause for debarment or suspension; 3) to reject any and all responses; 4) to re-advertise for proposals previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award the purchase order or contract on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and offeror's ability to supply; 7) to increase or decrease the quantity herein specified.

3. AWARD NOTICES:

An award notice will be issued by the district following award by the Northwest Fire District Governing Board. A tabulation of responses will be maintained at the Purchasing Department.

4. AWARD:

Awards shall be made by the Fire District Governing Board in accordance with the Northwest Fire District policies. The District reserves the right to reject any or all bids, or to waive irregularities and informalities if it is deemed in the best interest of the District. Resulting agreements are not exclusive, are for the sole convenience of Northwest Fire District, and the District reserves the right to obtain like goods or services from other sources.

In the event that the resulting agreement is terminated for any reason during the initial term of the contract, Northwest Fire District reserves the right to award to an alternate offeror if deemed in the best interest of the District. A fully executed purchase order or contract mailed, or otherwise furnished, to the selected offeror will result in a binding contract without further action by either party.

5. FORM OF CONTRACT:

It shall be understood by the offeror and the District that the proposal received is a signed agreement to furnish all goods and perform all services, including labor (if any), as stipulated in the documents, upon the award of the proposal. The District may issue a numbered purchase order which will serve as an additional Contractual Agreement with the successful offeror.

The two (2) documents (the original bid response bearing the signature of the offeror and the District's signed purchase order) become the forms of Contractual Agreement, agreeing to the performance of all conditions set forth in the solicitation, the standard conditions and special instructions and conditions, including any addenda issued by the solicitation.

If a firm submitting a proposal requires that an additional contract be signed by the District, a copy of the proposed contract must be included with the proposal. Proposed offeror contract documents will be reviewed by the District. A bidder's contract document shall not become part of the purchase contract unless and until it is signed by an authorized representative of the District. The District's contract documents shall govern in event of conflict with the terms of a bidder's contract. No contract exists on the part of the District until a written purchase order is issued. A signed and executed Offer and Acceptance will be considered sufficient notice of acceptance of contract. The Contract may be modified only through a written Contract Amendment agreed to and signed by both parties.

6. WAIVER:

Each offeror, by submission of a proposal, proclaims, agrees, and does waive any and all claims for damages against Northwest Fire District, including its officers and employees, when any of the rights reserved by Northwest Fire District may be exercised.

II. STANDARD TERMS AND CONDITIONS (CONT.)

7. INTERPRETATION; APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of offeror terms or conditions are not in agreement with Northwest Fire District's terms and conditions as set forth herein, Northwest Fire District's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. PRICE WARRANTY:

Offeror shall give Northwest Fire District benefit of any price reduction before actual time of shipment except that should Northwest Fire District permit shipment to be made prior to specified shipping date, Northwest Fire District shall have advantage of any price reduction before shipping date. Offerors agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

9. PRICE ESCALATION:

In the event that changes in economic conditions are such that Supplier requires price increases for subsequent renewals of the agreement, the offeror shall submit to the District a unit price escalation request with supporting documents justifying the requested increase not later than 90 days prior to the termination date of the current agreement. The request shall cite sources, specific conditions and in detail how they affect the cost of agreement items and include a listing of those efforts taken to control and reduce costs. The District will review the request and determine if it is in the best interest of the District to extend the agreement.

10. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract change except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by Northwest Fire District.

All delivery will be made prior to the expiration date of the agreement. Delivery made after the expiration date of the agreement will be at Offeror's sole risk, and invoices for delivery made after the expiration date of the agreement will be rejected.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price Bid document.

Upon receipt of notification of delivery delay, Northwest Fire District at its sole option may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the District.

To mitigate or prevent damages caused by delayed delivery, the District may require offeror to deliver additional quantity utilizing express modes of transport, and/or overtime, all costs to be contractor responsibility. The District reserves the right to procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to the District.

Offeror will not be held responsible for unforeseen delays caused by fires, strikes, acts of god, or other causes beyond Offeror's control, provided that Contractor provided prompt notice of delay as soon as Offeror had knowledge of said delay.

12. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by Northwest Fire District. Goods failing to meet specifications of the order or contract shall be held at offeror's risk and may be returned to offeror with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of offeror.

In lieu of return of nonconforming supplies, Northwest Fire District, at its sole discretion and without prejudice to District's rights under the *Rights and Remedies of Northwest Fire District for Default* clause below, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

II. STANDARD TERMS AND CONDITIONS (CONT.)

13. TAXES, FEES, EXPENSES:

Articles sold to Northwest Fire District are exempt from federal excise taxes. Northwest Fire District will furnish an exemption certificate upon request. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, or proposal preparation, will be paid by Northwest Fire District, unless expressly included and itemized by the solicitation documents. Pricing evaluations will be based on pre-tax pricing offered by vendor.

14. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the solicitation documents.

15. ACCEPTANCE:

Northwest Fire District will not execute an acceptance or authorize payment of any equipment or component prior to delivery and verification that all the specifications have been met.

16. RIGHTS AND REMEDIES OF NORTHWEST FIRE DISTRICT FOR DEFAULT:

In the event any item furnished by the offeror in the performance of the contract or purchase order should fail to conform either to the specifications thereof or to the sample submitted by the vendor with their proposal, Northwest Fire District may reject same, and it shall thereupon become the duty of the offeror to reclaim and remove the same, without expense to Northwest Fire District, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the offeror fail, neglect, or refuse to do so, Northwest Fire District, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the offeror the difference between the price named in the contract or purchase order and actual cost to Northwest Fire District. In the event the offeror shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of Northwest Fire District to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the offeror, any loss or damage sustained by Northwest Fire District in procuring any items which the offeror agreed to supply shall be borne and paid for by the offeror. The rights and remedies of Northwest Fire District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

17. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

18. GRATUITIES:

Offeror shall not give, offer to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. The District may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of the District with a view toward securing a contract or with respect to the performance of this contract.

19. FRAUD AND COLLUSION:

Each offeror, by submission of a proposal, proclaims and agrees that no officer or employee of Northwest Fire District or of any subdivision thereof has: 1) aided or assisted the offeror in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other offeror; 2) favored one offeror over another by giving or withholding information or by willfully misleading the offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) knowingly accepted materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the proposal. Additionally, during the conduct of business with Northwest Fire District the offeror will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any proposal, or proposals, colluded with any other party or parties for the purpose of preventing any other proposal being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by Northwest Fire District.

II. STANDARD TERMS AND CONDITIONS (CONT.)

20. OTHER PARTICIPATING GOVERNMENTAL ENTITIES:

Northwest Fire District has entered into cooperative purchasing agreements with other agencies in order to conserve resources, reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Offeror, to whom a contract or purchase order is awarded, may be requested by other parties to extend to them the right to purchase supplies, equipment and services provided by the Offeror under this contract, pursuant to the terms and conditions stated herein.

21. PATENT INDEMNITY:

Offeror shall hold Northwest Fire District, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Offerors may be required to furnish a bond or other indemnification to Northwest Fire District against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable District, State, and Federal laws and regulations.

23. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

24. NON-DISCRIMINATION:

Offeror shall not discriminate against any District employee, client or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of performing the offeror's duties pursuant to any contract or purchase order issued as a result of this solicitation. Offeror shall comply with executive order 75-5, as amended by executive order 2009-09, which is incorporated into this solicitation by reference as if set forth in full herein.

25. NON-APPROPRIATION OF FUNDS:

This agreement may be canceled at the end of each fiscal year (June 30) if for any reason the Northwest Fire District Governing Board does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Northwest Fire District shall have no further obligation, other than for services or goods that have already been received.

26. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121.01 et seq., all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

27. AMERICANS WITH DISABILITIES ACT:

Offeror shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

28. FEDERAL IMMIGRATION LAW COMPLIANCE:

As mandated by Arizona Revised Statutes § 41-4401, the District is prohibited after September 30, 2008, from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The District must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract for the District, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
- B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- C. The District or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection A.

II. STANDARD TERMS AND CONDITIONS (CONT.)

29. TERRORISM COUNTRY DIVESTMENTS:

By entering the contract, Contractor warrants compliance in accordance with A.R.S. 35-392, and hereby certifies that the Contractor is not in violation of the Export Administration Act and is not on the Excluded Parties List.

30. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Northwest Fire District which reserves the right to obtain like goods and services from other sources for any reason.

32. TERMINATION:

District reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the District, without penalty or recourse. Upon receipt of written notice, contractor shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the District. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the District. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

33. CANCELLATION FOR NON-PERFORMANCE OR CONTRACTOR DEFICIENCY:

The District reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract
- Providing work and/or material that was not awarded under the contract
- Failing to adequately perform the services set forth in the scope of work and specifications
- Failing to complete required work or furnish required materials within a reasonable amount of time
- Failing to make progress in performance of the contract and/or giving the District reason to believe that contractor will not or cannot perform the requirements of the contract
- Performing work or providing services under the contract prior to receiving a District purchase order for such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the District on demand.

34. CONFLICTS:

In the event there are inconsistencies between the agreement documents, following is the order of precedence (superior to subordinate); contract or purchase order; special terms and conditions, standard terms and conditions, instructions to offerors, request for proposals.

35. COOPERATIVE USE OF RESULTING CONTRACT OR PURCHASE ORDER:

As allowed by law, the District has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the District. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the District contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the District agreement and are required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, District and other Public Agency procurement rules, regulations and requirements and shall be transacted by contract or purchase order between the requesting party and Contractor. Contractor shall hold harmless the District, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use.

END OF STANDARD TERMS AND CONDITIONS

III. SPECIAL TERMS AND CONDITIONS

1. SCOPE:

It is the intention of the Northwest Fire District (NWFD) to purchase traditional fire helmets. Fire helmets are a required element of personal protective equipment per NFPA 1851 and manufactured per NFPA 1971 standards. The annual quantities listed in this RFP are estimates only. Deliveries are to be F. O. B. destination. Products will be purchased on an as needed basis. Offered pricing must remain firm 365 days. It is the intent of the District to award a multi-term contract for the specified services beginning upon award and may be renewed annually for a total time of contract not to exceed five (5) consecutive years.

Helmet Specifications

- NFPA 1971/2020 3rd party certification
- Traditional style shell of composite material
- Liner of "flannel" or comparable material/standard comfort package (removable)
- Ratchet system
- Ear laps of black Nomex or PBI (removable)
- D-ring on back brim
- Combo Nomex chin strap
- Scotchlite L/Y reflectives
- 6" Leather ID shield: two panels w/ attached 1-5/8" medallion
 - Silver for Company ranks (1-5/8" silver metallic)
 - Gold for Chief ranks (1-5/8" gold metallic)
 - Affixed to helmet w/ bracket and brass eagle crown
- Snap on/off goggles (ESS preferred)
- Colors required
 - Black
 - Red
 - White

District Information

The Northwest Fire District (NWFD) is a comprehensive emergency response department dedicated to serving the community in a variety of situations. NWFD is committed to addressing any incident that arises and working towards a positive resolution. NWFD specializes in aggressive interior fire suppression techniques, as well as Hazardous Materials Response, Technical Rescue, Swift Water Rescue, and Wildland Firefighting while also exceling in strategic planning and command and control to effectively manage emergency situations. All members of NWFD's suppression team are trained as Emergency Medical Technicians or Nationally Accredited Paramedics, ensuring that we can provide high-quality medical care in addition to our firefighting services. Emergency Medical Service calls make up the majority of our workload, and NWFD is recognized as a national leader in pre-hospital emergency care. Our dedication to excellence and commitment to the safety and well-being of our community make NWFD a trusted and reliable resource in times of crisis.

NWFD Statistics

- The Northwest Fire District (NWFD) was established in 1983 and began operations in 1984
- NWFD serves approximately 156 square miles comprised of developed urban, suburban, and rural areas with a population of approximately 135,865.
 - NWFD runs approximately 19,000 calls a year
 - 86.39% EMS
 - 6.40% Fire
 - 5.61% Service
 - 1.60% Special Operations
- NWFD has:
 - 11 Fire Stations, an Administration office, Training facility, Fleet Maintenance facility, Logistics and Warehousing facility, Equipment Services facility, and Facilities Maintenance
 - 235 sworn suppression personnel
 - 52 civilian staff

2. MINIMUM QUALIFICATIONS:

Offerors shall meet all minimum qualifications. Failure to provide information required by these Minimum Qualifications may be cause for the respondent's proposal to be rejected as **Non-Responsive**.

- a. NFPA 1971/2020 third party certified
- b. Traditional style helmet

Offerors shall submit with their proposals verifiable documents that prove satisfaction of the minimum qualification:

- a. Offerors shall complete the Cost Summary contained in **Appendix I: Cost Summary** and return the form with information/documentation as requested.
- b. Offerors shall meet all Minimum Qualifications contained in the **Appendix II: Minimum Qualifications Verification Form** and return the form with information/documentation as requested.
- c. Offerors shall also provide a minimum of three (3) satisfactory references of current clients. The services and products provided to those clients shall be of those defined in this Request For Proposals. Offerors are to provide references contained in **Appendix III: Past Performance Verification Form – Exhibit A** and return the form with information/documentation as requested.

If you intend to use any subcontractors for this proposal, you shall include the required subcontractors' information in responding to the afore-mentioned minimum requirements and questionnaire. Failure to provide such information may cause your proposal to be deemed **NON-RESPONSIVE**.

3. EVALUATION AND AWARD CRITERIA:

The District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration.

Northwest Fire District shall evaluate proposals meeting the minimum qualifications and deemed RESPONSIVE. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

District reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation criteria set forth in this RFP.

Responsiveness to this Request for Proposals and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of NWFD, and the District's decision shall be final.

A. Evaluation Criteria and Points

Evaluation of proposals will be by a committee comprised of District personnel. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered will be notified by the District in writing. If the District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

Offerors who move on to Phase Two of the evaluation process may be required to provide the District with a full demonstration of requested items. Demonstrations will be held after proposal opening and prior to award. Vendor demonstrations will be coordinated to occur on the same day to allow District staff to evaluate all of the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified approximately one week prior to the schedule date of the demonstration. Upon the conclusion of Phase Two, the District

may request a Best and Final Offer from the vendors included in Phase Two.

Upon the conclusion of Phase Two activities, the District shall re-score the short-listed vendors according to criteria and/or questions vendors are asked at the Vendor Presentation. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established. This ranking will determine the contract award(s).

Evaluation Criteria are listed below in order of relative importance. Your proposal must address these criteria in the order presented. Your response to these criteria must be organized in a clear and explicit manner so as to facilitate the evaluation process.

- | | |
|-------------------------------------|-----|
| 1. Compliance to the Specifications | 40% |
| 2. Weight of Helmet | 20% |
| 3. Cost/Discount | 15% |
| 4. Availability/Lead time | 15% |
| 5. Warranty | 10% |

SPECIAL TERMS AND CONDITIONS (CONT.)

4. PROPOSAL SUBMITTAL:

The Northwest Fire District will not assume responsibility for any costs related to the preparation or submission of the proposal. One original and three (3) copies of your proposal must be submitted. The original must be marked as "Original" on the cover, and the three copies, each marked as "Copy" on the cover. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visuals and other presentation aids are not required. In order for your proposal to be considered, the following should be included and should be referenced with index tabs:

Binders shall be INDEXED and tabbed in the order stated below, with each tab clearly labeled:

- Tab 1. Provide a brief history of your firm including name of firm, address and how long the firm has been in business and if applicable how long you have been providing fire helmets and related equipment.
- Tab 2. Provide the location(s) of your office(s) that will serve NWFD.
- Tab 3. Provide a thorough description of your firm's experience providing the fire helmets and related equipment.
- Tab 4. Provide a STATEMENT OF QUALIFICATIONS.
- Tab 5. Provide a thorough description of the total cost of equipment and complete APPENDIX I: COST SUMMARY. Provide a unit cost schedule of fees for the equipment you are offering.
- Tab 6. Complete APPENDIX II: MINIMUM QUALIFICATION VERIFICATION FORM.
- Tab 7. Complete APPENDIX III: PAST PERFORMANCE VERIFICATION FORM – EXHIBIT A
- Tab 8. Provide any *pertinent* supplementary information regarding your firm's services or experience that may enable NWFD to become aware of the firm's qualifications. **Please use eco-friendly consideration and consumables when preparing your response. Elaborate brochures, expensive paper, bindings, visuals, presentation aids and packaging beyond that sufficient to present a complete and effective proposal is not desired.**
- Tab 9. **Please provide a signed copy of the Offer and Acceptance Page and all addendums. Proposals submitted without an original, signed copy of this document may be considered nonresponsive. Addendums are posted on the District web site <https://nwfdaz.gov/notices/purchasing>.**

SPECIAL TERMS AND CONDITIONS (CONT.)

5. PRICING:

Offered pricing must remain firm for 365 days, for the initial term of the contract. The NWFD Purchasing Department will review fully documented requests for price/fee increases prior to any contract renewal. The requested price/fee increase must be based upon a cost increase that was clearly unpredictable at the time of proposal submittal, and can be shown to directly affect the price/fee of the item concerned. The NWFD Purchasing Department will determine through competitive market review, trade publications, independent price indexes, and/or other means, whether the requested price/fee increase or an alternative option is in the best interest of the District. The vendor shall offer NWFD any published price/fee reduction during the contract period. All price/fee adjustments will be effective on acceptance by the NWFD Purchasing Department. Prices/fees, as indicated, shall include all costs associated with the specified service. Any extra or incidental costs must be indicated separately

Offered pricing shall include all incidental and associated costs to comply with the *Instructions to Offerors, Standard Terms and Conditions* and these *Special Terms and Conditions*.

All pricing shall be **“F.O.B. Destination, Freight Pre-Paid”** to the following destination(s):

Northwest Fire District
1520 W. Orange Grove Rd.
Tucson, AZ 85704

6. BRAND NAMES:

Specific brand of merchandise or equipment used in the specification is done to indicate general character or quality desired, or to match an item already in use. Such references are not intended to limit or restrict offers by other vendors. If specified items are not available, please submit an offer on suitable alternatives. Offeror must be prepared to submit an alternative sample at no cost to the District.

When specifications indicate a particular brand and model only, this is required because the specified item must meet a certain quality level, match an existing item or is part of an item already in use. If the brand and model specified only is not available the District reserves the right to consider alternatives. Additional criteria when considering alternatives under this situation shall include an evaluation of how well the alternative matches the specified item in quality, design, color, etc.

Consideration will be given to proposals on other brands quoted as “equal.” However, the Northwest Fire District will be the sole judge on the question of “equal quality.” After each item, full brand name, model, etc., must be written on the proposal form by all the offerors. Descriptive literature must accompany all proposals, if offering an alternative item.

7. WARRANTY/GUARANTEE:

All offeror(s) must guarantee full satisfaction of their products use, or permit unsatisfactory product to be returned collect for full money refund. All defective products shall be replaced and exchanged by the vendor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the District within ten (10) days of initial notification. If applicable, offeror shall indicate current pricing for an annual service contract, and estimated percent increase after the initial year service period expires. The district has the option to either accept or pass on future maintenance agreements. Offeror shall provide an example of a service support agreement with the proposal. Offerors must agree to provide maintenance and repairs after the first year.

8. SAMPLES:

May be required after proposal opening for evaluation. The samples received will be used to determine quality, durability and compliance with specifications. All samples are to be of the same quality as those materials to be supplied by successful offeror(s) upon proposal award. They shall be free of charge and be submitted within five (5) days of request and removed by the offeror at their expense. Award samples may be held for comparison with deliveries. The District shall not be held responsible for any samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to the offeror will be regarded as abandoned and the District shall have the right to dispose of them as its own property.

SPECIAL TERMS AND CONDITIONS (CONT.)

9. QUANTITIES:

Quantity(s) as shown are the District's best estimate of projected needs and are in no way guaranteed or implied. Payment will be made to successful offeror for actual quantity(s) ordered and received. Final quantity(s) will be based upon need and funds available at time of the order. In the best interest of the District, we reserve the right to increase or decrease quantities as shown, or to place subsequent orders with successful offeror(s). Successful offeror(s) will be contacted prior to placing subsequent orders for verification of proposal prices.

10. ORDERING:

DISTRICT will make releases by issuing purchase orders under this Agreement. Releases will be transmitted to Supplier via: email, fax or US mail.

Quantities referred to are estimated quantities, and Northwest Fire District reserves the right to increase or decrease these amounts as circumstances may require. No guarantee is made as to the actual work that will be performed during the term of the contract.

Any increase in excess of amount of work must be made through a fully executed change order or amendment to the contract. The contractor will work on an as-needed basis, with no limitations on the number of trips to the on-site locations.

11. DELIVERY:

Delivery is to be F.O.B. destination, freight prepaid to the Northwest Fire District, as indicated on the purchase order. Orders will be placed as soon as possible after proposal opening for delivery. Failure to deliver order within the specified time frame may result in purchase order cancellation. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain district purchase order number, vendor name and name of the article.

12. ACCEPTANCE:

Acceptance of the goods and services shall be made by the Northwest Fire District as designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

13. CONTRACT PERIOD:

It is the intent of the District to award a multi-term contract for the specified services beginning January 1, 2025. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive years. Renewal shall be a mutual agreement between the awarded firm and the Northwest Fire District. However, no contract exists unless and until a purchase order is issued.

Conditions for renewal of the contract shall include, but not be limited to, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the proposal documents, and continued competitive prices for the services and/or products provided under the original contract.

14. CONTRACT LIAISON:

The Contract Liaison for any contract awarded under this Request for Proposal will be Kristen Sillett, (520) 887-1010. The Contract Liaison shall act as the District's contract manager and oversee performance under the contract.

The Contract Liaison may provide the offeror with general guidance as to the contract performance. However, this individual is not authorized to make changes in the contractual or performance requirements of any contract. Changes to an awarded contract shall be effective only upon written approval from the District's Purchasing Department.

SPECIAL TERMS AND CONDITIONS (CONT.)

15. ADDITIONAL SERVICES:

The District reserves the right to add related services to the contract at any time during the contract period. The District shall contact the contractor for prices prior to adding any service, and may at NWFD's sole option, accept the quoted price or purchase elsewhere those services.

16. DEMONSTRATIONS:

All offerors may be required to provide the District with a full demonstration of requested items. Demonstrations will be held after proposal opening and prior to award. Vendor demonstrations will be coordinated to occur on the same day to allow District staff to evaluate all of the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified approximately one week prior to the schedule date of the demonstration.

17. COMPENSATION AND METHOD OF PAYMENT:

Any contract shall provide for compensation that the District determines is fair and reasonable, taking into consideration budgetary limitations, and the scope, complexity and professional nature of the services. Contractor will be compensated only for work properly approved in advance by the District.

All proposals shall include a schedule of fees associated with providing the services offered. The successful offeror shall be compensated for services properly rendered in accordance with the schedule of fees. Payment shall be made from detailed invoices, in forms acceptable to the District.

The schedule of fees must be firm for the initial contract term. Fees may be reviewed prior to any contract renewal. Any requested fee increase must be based upon a cost increase that directly affects the cost of services provided. Any requested fee increase that the District determines is not in its best interest will be rejected, and the District may seek an alternative solution. All fee adjustments shall become effective upon acceptance by the District's Purchasing Department.

18. BILLING:

Contractor shall submit Request(s) for Payment/Invoices to the District for goods and services provided in accordance with the contract. Said documents shall reference the District Contract number under which the charges authorized, and assign and reference all charges to a particular line item defined by the contract.

Invoices are not considered received until verified and received by Financial Operations. Invoices must be sent to:

Northwest Fire District
Accounts Payable
13535 N. Marana Main St.
Marana, AZ 85653
accountspayable@nwfdaz.gov

SPECIAL TERMS AND CONDITIONS (CONT.)

19. BEST AND FINAL OFFER

District reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

20. PROCUREMENT CONTACT:

Questions regarding this solicitation should be submitted in writing to the Procurement Department. All offers shall reference the Solicitation Number and Title. Questions submitted within 8 days of the solicitation Due Date may not be answered.

Fax: (520) 887-1034 email: procurement@nwfdaz.gov

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

21. PRE-PROPOSAL CONFERENCE:

All interested parties may attend a pre-proposal conference that will be held at the time and place indicated on the cover page. The purpose of the conference is to clarify, if necessary, the terms of this Request for Proposals, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Proposals, or if in doubt as to their meaning, such matters should be presented at this conference so that written addendum may be given if necessary. Oral statements or instructions will not constitute an amendment to this Request for Proposals.

22. INSURANCE CLAUSE:

Certificates of Insurance shall be provided by the successful firm(s) or individual(s) providing Commercial Liability Coverage within ten (10) days after the District issues a notice of award. Liability coverage shall include automobile liability and is required in an amount of not less than \$1 million per claim with a general aggregate of at least \$1 million. The Certificate(s) of Insurance shall name the District as an additional insured. Professional Liability Insurance (for errors, omissions and malpractice coverage) shall be provided with limits of at least \$1 million per claim and \$1 million per aggregate to be maintained by the successful offerors. If the policy is written on a claims-made basis, offeror warrants that any retroactive date under the policy precedes the effective date of this contract and that continuous coverage will be maintained for a period of two years beginning from the time work under the contract is completed. The cost of the Insured's defense will not be deducted from the amount of insurance available to pay claims. Terms of professional liability insurance may be modified upon a showing that the required terms are not readily available in the commercial market.

A certificate of Workers' Compensation Insurance shall be provided by the successful offeror(s). Workers' Compensation Insurance shall be in compliance with State statute.

Each insurance policy required by the District shall not be cancelled or reduced in coverage or limits except after thirty (30) days written notice to the District.

All certificates are to be received and approved by the District prior to the beginning of the contract period. Failure to maintain the required insurance or provide evidence of insurance shall be considered a material breach of contract.

END OF SPECIAL TERMS AND CONDITIONS

APPENDIX I: COST SUMMARY**OFFEROR'S NAME:** _____

The cost summary shall contain all pricing information relative to Traditional Fire Helmets as described in this request for proposals. The total all-inclusive price offered is to contain all direct and indirect costs including all out-of-pocket expenses. The annual quantities listed are estimates only, based on current needs and funding, additional helmets may be purchased on an as needed basis depending upon the needs and availability of funds during the five-year term of the contract. After each item, full brand name, model, etc., must be written on the form by all the offerors. Descriptive literature must accompany all offers, if offering an alternative item. Failure to include sufficient information to adequately determine the acceptability of an alternative item may result in the offer being rejected as non-responsive.

Helmet Specifications

- NFPA 1971/2020 3rd party certification
- Traditional style shell of composite material
- Liner of "flannel" or comparable material/standard comfort package (removable)
- Ratchet system
- Ear laps of Nomex or PBI (removable)
- D-ring on back brim
- Combo Nomex chin strap
- Scotchlite L/Y reflectives
- 6" Leather ID shield: two panels w/ attached 1-5/8" medallion
 - Silver for Company ranks (1-5/8" silver metallic)
 - Gold for Chief ranks (1-5/8" gold metallic)
 - Affixed to helmet w/ bracket and brass eagle crown
- Snap on/off goggles (ESS preferred)
- Colors required
 - Black
 - Red
 - White

Helmet Pricing per Specifications

Item #	Description	Warranty	Model	Weight	QTY	UOM	Unit Price* \$	Extended Amount
1	Phenix Technology TC1 Helmet w/ attached 6" leather ID shields (two panels) w/ attached medallion (Standard comfort package, Ratchet system, ESS FirePro 1971 EX2 snap on/off goggles, Combo chin strap, Black Nomex detachable ear laps, L/Y Scotchlite tetrahedrons) (or equal)				20	EA		
	*Price includes shield and medallion							TOTAL

Additional Items

Description	Warranty	Model	QTY	UOM	Unit Price \$	Extended Amount
6" Leather ID shield: two panels w/ attached 1-5/8" medallion (or equal)			1	EA		
Recommended repair parts kit			1	EA		
% off discount on related equipment (% off catalog list)						%
Please list eligible items included for discount:						
Please list ineligible items excluded from discount:						

Factors to be considered in making the award include: compliance with specifications, cost, delivery time, and warranty.

INDICATE:

Please indicate pricing structure used for discounts offered:

☐

List Price

☐

Manufacturer Suggested Retail Price

If price used is different than List Price or MSRP, please state how the price is determined (i.e. specific discount percent off retail price, specific gross profit percent, etc.)

Please indicate applicable discount for:

Fire Helmet Repair Parts and Supplies:

END OF APPENDIX I

APPENDIX II: MINIMUM QUALIFICATIONS VERIFICATION FORM**OFFEROR NAME:** _____

Proposals not meeting the minimum qualifications will be deemed *NON RESPONSIVE* and will not be considered for further evaluation.

If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Requirements, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Minimum qualifications of the offeror's company	Yes/No	
2	Minimum qualifications of the proposed key personnel	Yes/No	
3	Provide copies of license, certifications, accreditation, etc.	Yes/No	
4	Additional MQ if any.	Yes/No	

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

END OF APPENDIX II

APPENDIX III: PAST PERFORMANCE VERIFICATION FORM (PPVF)

Offerors shall provide a minimum of three (3) references from present or past clients. Provide contact information including name of the client, address, telephone number, and email address.

Provide this form to the Owner or Owner's representative directly responsible for oversight of the contract to complete and submit via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. Due Date and Time: Wednesday, September 25, 2024 at 11:00 am AZ time

Please email to procurement@nwfdaz.gov by the date and time shown above.

PLEASE COMPLETE EACH AND EVERY SECTION

Name of Vendor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Did Vendor provide your organization with Traditional Fire Helmets
Yes ☐ No ☐ Service was provided from: _____ to: _____

- Did Vendor meet all contract requirements satisfactorily: Yes ☐ No ☐

- What type of products/services did this Vendor provide to your organization?

- How satisfied are you with the quality of services provided by Vendor?

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Vendor:	0	1	2	3	4
Comments: _____					
2. Understanding of contract requirements:	0	1	2	3	4
Comments: _____					
3. Vendor knowledge of Helmets/Fire Equipment:	0	1	2	3	4
Comments: _____					
4. Vendor's record keeping and billing accuracy	0	1	2	3	4
Comments: _____					
5. Vendor's responsiveness and success at addressing problems that arise:	0	1	2	3	4
Comments: _____					
6. Overall satisfaction with Vendor.	0	1	2	3	4
Comments: _____					

PAST PERFORMANCE VERIFICATION FORM (CONT.)

7. What are their strengths as a Traditional Fire Helmet/Equipment provider?

8. What are their drawbacks as a Traditional Fire Helmet/Equipment provider?

9. Any other information that you would like to share about the Vendor:

EXHIBIT A

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS TO NWFD

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that NWFD receives all of the Past Performance Verification Forms prior to the submittal deadline. Failure to provide evaluations by date and time specified will result in no score for that specific evaluation.

1. _____

2. _____

3. _____

END OF APPENDIX III

The following section will be used as an evaluation tool for award. Please complete the checklist to ensure your compliance to requested needs.

VENDOR INFORMATION/SERVICE: All offerors must demonstrate the willingness and capability of providing substantial local service which may require the availability of an on-site sales representative and local stocking facility as may be determined in the District's best interest. All out-of-town vendors must be willing to accept collect telephone calls or provide a toll-free number.

Address and/or E-mail to which purchase orders are to be sent.

COMPLIANCE TO SPECIFICATIONS

Did you include an electronic copy, in Word, Excel format and/or PDF format, on a flash drive or CD-R.?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is Descriptive literature enclosed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is Offer and Acceptance Page properly signed? (Mandatory)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are addendums signed and attached? https://nwfdaz.gov/notices/purchasing	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are minimum warranty/guarantees provided on all items as specified in bid?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

PRICE

Please Indicate number of days that prices are firm.	
Are prices indicated by unit and totals?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the percentage of sales tax indicated in Section IV?	Yes <input type="checkbox"/> No <input type="checkbox"/>

DELIVERY

Delivery of product or services will be made as required after receipt of Purchase Order	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please indicate number of days for delivery after receipt of purchase order.	
Is Shipping F.O.B. destination, freight prepaid to the Northwest Fire District? If no, please specify shipping terms:	Yes <input type="checkbox"/> No <input type="checkbox"/>

ADDITIONAL INFORMATION

Number of years your firm has been in business:	
Number of days to resolve delivery issues:	
Percentage of defective returns per year:	
Do you have a local representative to provide services as required?	Yes <input type="checkbox"/> No <input type="checkbox"/>

OFFER AND ACCEPTANCE**RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT WITH THEIR BID**

Print or type in ink the requested information. **TYPEWRITTEN RESPONSES ARE PREFERRED.**

OFFER**TO THE NORTHWEST FIRE DISTRICT**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph (1) of the Northwest Fire District Standard Terms and Conditions.

For clarification of this offer, contact:

Company Name

Address

City State Zip

Name: _____

Phone: _____

Fax: _____

E-mail: _____

Signature of Person Authorized to Sign

Printed Name

Title

CERTIFICATION

By signature in the Offer Section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.

Failure to provide a valid signature affirming the stipulations required by these clauses shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request For Proposal, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the District.

This contract shall henceforth be referred to as Contract No. 25-03-C29. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order.

NORTHWEST FIRE DISTRICT, a political subdivision

Approved as to form this _____ day of _____, 2024.

Awarded this _____ day of _____, 2024.

Norman K. Brad Bradley III
As Northwest Fire District Fire Chief and not personally

George Carter
As Northwest Fire District Chair and not personally

Thomas A. Benavidez