**REQUEST FOR PROPOSAL**

**SERVICE:** A Professional Plumbing Company is needed to

conduct repairs and maintenance of eight fire district facilities.

**ISSUE DATE:** February 27, 2020

**BID DUE DATE: March 23, 2020, before 4:00 P.M. LOCAL AZ. TIME**

**BID SUBMITTAL: 1)** Save this document to your computer.

**2)** Provide an answer for each of the questions below in the

area noted: **“Offeror’s Response”.**

**3)** Title the document **RFP Plumbing Services** and save it

as a **PDF document**.

**4)** Email the document to [rick.ochs@sfmd.az.gov](mailto:rick.ochs@sfmd.az.gov) before

4:00 P.M. on the March 23, 2020 due date.

**CONTRACT OFFICER:** Assistant Chief,Richard Ochs

**TELEPHONE NUMBER:** (480) 982-4440 X162

**Email:** [rick.ochs@sfmd.az.gov](mailto:rick.ochs@sfmd.az.gov)

This solicitation may be obtained from our website at: **www.sfmd.az.gov**

**­STATEMENT OF INTENT**

The Superstition Fire and Medical District (SFMD) in Apache Junction, Arizona, is soliciting proposals for a Professional Plumbing Compay to provide “As Needed Services” for a two (2) year period beginning on April 16, 2020. Proposals received from Vendors in response to this request will be used to repair and maintain the Fire Districts eight facilities.

**REQUEST FOR PROPOSAL TIMELINE**

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| **RFP notice** | **February 27, 2020** |
| **Deadline to submit Questions** | **March 19, 2020** |
| **Proposals Due** | **March 23, 2020** |
| **Proposal Evaluation Period** | **March 24 – April 2, 2020** |
| **Date of Award** | **April 2, 2020** |
| **Contract Approval** | **April 15, 2020** |
| **Contract Start Date** | **April 16, 2020** |

**I. GENERAL INFORMATION.**

**A. Purpose.** This Request For Proposal (RFP) is to contract for a Plumbing Company

to complete plumbing repairs and maintenance for the Superstition Fire & Medical

District facilities for a two year period beginning on April 16, 2020.

**B**. **Who May Respond;** Only plumbers who are currently licensed and bonded in

the State of Arizona.

**C. Instructions on Proposal Submission.**

**1**. **Closing Submission Date.** Proposals must be submitted no later than

**4:00 P.M. on March 23, 2020.**

**2.** **Inquiries.** Inquiries concerning this RFP shall be emailed to:

Richard Ochs, Assistant Chief of Planning & Logistics

Superstition Fire & Medical District at: rick.ochs@sfmd.az.gov

All questions regarding this RFP must be submitted no later than Wednesday, March 19, 2020 at 4:00 p.m.

**3.** **Right to Reject**. SFMD reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.

**II.** **INSTRUCTIONS TO BIDDERS**

1. **PREPARATION OF BID:**
2. All bids shall be completed and submitted on this **Invitation for Bid (IFB)** document. It is permissible to copy these forms if required. Facsimiles, telegraphic bids or mailgrams shall not be considered.
3. No bid shall be altered, amended or withdrawn after the specified bid due time and date.
4. Periods of time stated as a number of days, shall be in calendar days.
5. It is the responsibility of all bidders to examine the entire IFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
6. The Fire District shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers for consideration shall be submitted providing adequate information in a straightforward and concise manner.
7. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
8. **INQUIRIES**: Any question related to an IFB shall be directed to the Contract Officer whose name and contact appears on the first page. The bidder shall not contact or ask questions of the department for whom the requirement is being procured. Questions shall be submitted in writing and forwarded to the Contract Officer by email. Any correspondence related to a solicitation should refer to the appropriate IFB title, page, and paragraph letter/number. Oral interpretations or clarifications will be without legal effect.
9. **WITHDRAWAL OF BID:** At any time prior to a specified IFB due date and time, a bidder (or designated representative) may withdraw a bid via email notification to the Contract Officer.

Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

1. **LATE BIDS:** Late bids shall be rejected.
2. **AMENDMENT OF BID:** The bidder shall acknowledge receipt of an IFB amendment by signing and returning the document by the specified due time and date.
3. **BID RESULTS:** A tabulation of bids received is forwarded upon request to bidders after

evaluation and award. This tabulation is also on file and available for review **after contract award** in the Fire District Administrative Office.

1. **AWARD OF CONTRACT:**
2. The Fire District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Fire District.
3. Notwithstanding any other provision of the IFB, the Fire District reserves the right to:

a. Waive any immaterial defect or informality; or

b. Reject any or all bids, or portions thereof; or

c. Reissue an IFB.

1. A response to an IFB is an offer to enter into a contract with the Fire District based upon the terms, conditions, and specifications contained in the Fire District’s IFB. Bids do not become contracts unless and until they are executed and approved by the Fire District’s Governing Board.
2. **TERM OF SERVICE:** The term of this Agreement will be from **April 16, 2020 through April 30, 2022.** The Agreement may be canceled at any time during the term of service upon a thirty (30) day written notice by either party.
3. **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the Fire District and shall become a matter of public record available for review pursuant to Arizona Revised Statute governing public records.
4. **PAYMENT:** The Fire District shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment terms offered shall be specifically stated in the bid.
5. **TAXES:** All applicable sales tax shall be indicated as a separate item.

**III. NOTIFICATION OF AWARD.**

Upon conclusion of final negotiations with the successful company, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful consultant. It is expected that the contract shall be A Two (2) YEAR FIXED PRICE CONTRACT WITH OPTION FOR RENEWAL

1. **Description of Entity.** SFMD is a Fire District that serves the City of Apache Junction, and the surrounding Unincorporated areas of Pinal County, including the Gold Canyon area. SFMD employs about 130 full-time employees and is a governmental agency that is governed by a five (5) member elected Board of Directors. District facilities are located at:

Administration Office 565 N. Idaho Rd.

Apache Junction, AZ 85119

Fire Station 261 1135 W. Superstition Blvd.

Apache Junction, AZ 85120

Fire Station 262 3955 E. Superstition Blvd.

Apache Junction, AZ 85119

Fire Station 263 1645 S. Idaho Road

Apache Junction, AZ 85119

Fire Station 264 7557 E. Hwy US-60

Gold Canyon, AZ 85118

Fire Station 265 9294 E. Don Donnelly Trail

Gold Canyon, AZ 85118

SFMD Regional 3700 E. 16th Ave.

Training Center Apache Junction, AZ 85119

SFMD Fleet Services 1455 E. 18th Ave.

Apache Junction, AZ 85119

1. **Scope of Services.** The Offeror must be prepared to immediately enter into a contract

(“Agreement”) for the services as set forth in this RFP, and shall be readily available to perform

the following plumbing repairs and service as requested by the facilities managers:

1. On-Call Plumbing Maintenace and Repair Services at the Districts facilities. Routine maintenance, drain clearing, renovations, repairs, and commercial/industrial plumbing systems, to be performed by the Contractor on a time and material basis.
2. All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the SFMD. All work shall conform to Uniform Building and Plumbing Codes, in compliance with all applicable laws, regulations, and procedures.
3. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work as requested.
4. The SFMD will not be responsible for the Contractor’s time to correct their defective work.

1. The job site shall be left clean and free of any debris at the completion of the Contractor's work.
2. The Contractor will be responsible for all damages to the facility or contents caused by the Contractor, their staff or subcontractors during the performance of their duties.
3. The general expectation is a timely response unless an alternate schedule is agreed

upon by the SFMD.

* **Non-Emergency service calls**; response within twenty-four (24) hours’ notice in most cases is expected.
* **Emergency Service Calls;** response within one (1) hours’ notice in most cases is expected.

1. The Contractor shall furnish and maintain a phone contact number that is answered 24 hours per day, seven (7) days per week, including holidays. Workers shall be required to log in and out at each job site. If the Contractor is unable to perform required work in the times noted for Emergency and Non-Emergency Service Calls, the SFMD reserves the right to obtain services from another qualified contractor.
2. It is the Contractor’s responsibility to inform the SFMD if a job requires additional personnel beyond one (1) Journeyman and one (1) Apprentice. Approval for the use of additional workers must be obtained in advance from the Facilites Manager.
3. It shall be the Contractor’s responsibility to have qualified personnel to inspect the proposed job site to ensure reasonable accuracy in any estimate with appropriate assumptions.
4. It is understood and agreed that the SFMD will not guarantee any minimum amount of work during the time frame of any contract. Any contract resulting from this solicitation shall obligate the SFMD to utilize the successful bidder for the services described.
5. SFMD reserves the right to seek additional competition for additional or major renovations that are expected to exceed $5,000.00. Should the Contractor anticipate any non-emergency job to exceed $5,000.00, he/she shall provide a written job description and estimate to the SFMD Facilities Manager for approval prior to proceeding.
6. The Contractor shall submit an invoice with a signed copy of all work orders. Each invoice submitted **shall be itemized** per established hourly rates. Any hours billed following the initial two hours of a job are to be broken down to quarter-hour time increments. The invoice shall also list all parts utilized. All invoices must be submitted within thirty (30) days following completion of a job.

1. SFMD reserves the right to require proof of the Contractor’s costs.

1. Although it is preferable for a Plumbing Company to submit a proposal addressiing all of the above areas, SFMD will consider proposals for subsets of these areas.

**IV.** **PROPOSAL CONTENTS**.

The Offeror, in its proposal, shall thoroughly answer questions 1 – 4 below;

**Question Number 1**

|  |
| --- |
| **Company Name:**  **Company Address:**  **Phone Number:**  **Email Address:**  **Business Licence:**  ***PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW*** |
| **Offeror’s Response:** |

**Question Number 2**

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| --- |
| **Plumber Experience.** The Offeror should describe its professional experience, years of experience, and include the names, addresses, contact persons, and telephone numbers of at least three commercial clients**.** Please include the criteria below in your review of experience:   * Proposed approach to scope of work. * The Offeror’s experience with similar clients and plumbing matters. * Past experience with SFMD, if applicable.   ***PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW*** |
| **Offeror’s Response:** |

**Question Number 3**

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| **Plumbing Company Staffing.** The Contractor shall employ at least one (1) full time licensed plumber (Journeyman) and one (1) plumber's assistant (Apprentice). Bidders shall provide the level of experience of the individual(s) employed, and the license numbers of all licensed personnel available for this contract in the space provided below.  ***PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW*** |
| **Offeror’s Response:** |

**Question Number 4**

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| **Hourly Rate.** The Offeror’s proposed price shall include information on the hourly billing rates of each plumber who is expected to work on SFMD facilities, and any fee’s or cost such as Service Call fee’s or  ***PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW*** |
| **Offeror’s Response:** |

**V. VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

All vendors interested in conducting business with the Superstition Fire & Medical District (SFMD) must complete and return the Vendor Conflict of Interest Disclosure Form to be eligible to be awarded a contract. Please note that all vendors are subject to comply with SFMD’s conflict interest policies, as stated within the certification section below.

If a vendor has a relationship with an SFMD official or employee or an immediate family member of an SFMD official or employee, the Vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No SFMD official or employee or employee’s immediate family member has an ownership interest in the vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated SFMD official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No SFMD official or employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SFMD official or employee to obtain or maintain a contract.
5. Please note any exceptions below:

**Conflict of Interest Disclosure**

Name of SFMD official, employees or immediate family members with whom there may be a potential conflict of interest.

( ) Relationship to employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( ) Interest in vendor’s company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( ) Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify that the information provided is true and correct by my typed name or signature below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VI. Evaluation Procedure and Criteria.**

SFMD’s Senior Leadership Team (SLT) will review proposals and make recommendations to the Fire Chief and Board of Directors for final approval. The Fire Chief and Board of Directors may request a meeting with qualified Offerors prior to final selection. Once a Plumber or Plumbing Company has been chosen a contract will be finalized and approved by the Fire District.

**CONTRACT PERIOD**

1. The contract period shall be April 16, 2020 through April 30, 2022.
2. Proposed contract approval date is April 15, 2020
3. The attached **Professional Services Addendum** must be signed in conjunction with a contract for services.
4. SFMD reserves the option to renew this agreement for an additional (2) year term.
5. Contracted rates must be guaranteed for a minimum of twenty-four (24) months.

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**STANDARD TERMS AND CONDITIONS**

(PROFESSIONAL SERVICES)

This Addendum, made and entered into effective this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020, is added to that certain Agreement between Superstition Fire & Medical District a political subdivision of the state of Arizona (hereinafter “SFMD”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Vendor”), to include the following provisions, the same as if said provisions were contained in the body of said document.

1. Termination: SFMDmay terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
2. Limits of Liability: Notwithstanding any provision or proposal to the contrary, the Vendor’s liability shall not be limited to the amount of its fees, but instead the Vendor shall be liable for any damages as a result of Vendor’s breach of Agreement or negligent acts or omissions.
3. Indemnification: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless SFMD, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Vendor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Vendor may be legally liable.
4. Non-Discrimination: Vendor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
5. Legal Arizona Workers Act Compliance: Vendor is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Vendor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

SFMD retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

1. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
2. Third-Party Antitrust Violations: Vendor assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Vendor toward fulfillment of this Agreement.
3. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
4. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
5. Relationships: In the performance of the services described herein, the Vendor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Vendor.
6. Subcontracting: The Vendor may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
7. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
8. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.
9. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
10. Insurance: The Vendor shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Vendor and SFMD from claims set forth below which may arise out of or result from the Vendor’s operations under the parties’ Agreement and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
11. claims under Workers’ compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (the Vendor and all subcontractors of Vendor, on request, shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen’s Compensation and Occupational Disease Insurance is in full force and effect);
12. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor’s employees;
13. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor’s employees, where attributable to Vendor’s act or omission;
14. claims for damages as a result of personal injury, whether or not arising out of the employment with the Vendor;
15. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
16. claims for professional errors or omissions;
17. claims for damages because of bodily injury, death of a person or property damage arising out of the ownership, maintenance or use of a motor vehicle; and
18. claims involving Vendor’s obligations of indemnity under the parties’ agreement.

The insurance required by this section shall be written in the amount of not less than $1,000,000 single claim and $2,000,000 aggregate limit of liability. SFMD shall be listed as an additionally named insured, as to items b-f above. The Vendor shall submit to SFMD, if requested, a certificate evidencing such insurance coverage with the provision for SFMD to be given 30 days notice prior to cancellation or nonrenewal of the policy during the course of the project. Said insurance shall be maintained and in force during the life of the project and for at least six (6) months after the date of completion of the services anticipated under this Agreement.

1. Termination for Convenience: The SFMD reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the SFMD without penalty or recourse. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the SFMD. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to the SFMD upon demand. The Vendor 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 undersigned Vendor hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

This Addendum shall be effective on and from the day and year first above written. To the extent this Addendum conflicts with or is inconsistent with any term of the original Agreement referenced above, this Addendum shall control. In all other respects and manner, the original Agreement entered into by and between the parties shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Superstition Fire & Medical District this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020.

SUPERSTITION FIRE & MEDICAL DISTRICT, a political

subdivision of the State of Arizona

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Chair

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Clerk

VENDOR

By:

Name:

Its:

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