



# Request for Quotation

3380 South 900 West, Salt Lake City, UT 84119

<b>Due Date: November 13, 2019 @ 11:00 am (MST)</b> ✓ Review attached instructions & RFQ form ✓ Quote <b>Must</b> be signed to be accepted ✓ This request for Quotation implies no obligation on the part of Unified Fire Authority ✓ <b>If performing a service on site</b> at UFA the following five documents need to be provided and must be current, active, and in good standing <ul style="list-style-type: none"> <li>• Applicable Municipal Business License(s)</li> <li>• DOPL License (if applicable)</li> <li>• CGL Certificate of Insurance</li> <li>• Evidence of Workers Compensation Coverage</li> <li>• W-9</li> </ul>		Questions concerning this quote should be directed to: Erica Langenfass Email: elangenfass@unifiedfire.org	
Legal Company Name (include DBA if applicable)		Federal Tax Identification Number (Please include current W-9)	
Ordering Address		City	State Zip Code
Remittance Address (if different from ordering address)		City	State Zip Code
Company Contact Person		Company's Web Address:	
Telephone	Fax Number	Email Address	
Discount Terms (for quotation purposes, quotation discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Minimum Order Required: Yes <input type="checkbox"/> No <input type="checkbox"/> Amount \$ _____	Payment Types Accepted: <input type="checkbox"/> Credit Card* <input type="checkbox"/> Check <input type="checkbox"/> ACH *if processing fee please note % or amount _____	Price Guarantee Period: 1 year <input type="checkbox"/> 2 year <input type="checkbox"/> 3 year <input type="checkbox"/>	
Type or Print Name		Position or Title	
Offeror's Authorized Representative's Signature		Date	

## REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. **ADMINISTRATIVE AUTHORITY:** The administration of this purchasing process is conducted by Unified Fire Authority. No Unified Fire Authority Board Member or employee should be contacted in regards to this solicitation other than those listed herein. Such contact may result in the disqualification of your quotation.
2. **SUBMITTING THE QUOTATION:** (a) The Unified Fire Authority (hereafter referred to as UFA) allows for quotations be submitted electronically. Electronic quotations may be submitted through a secure mailbox at SciQuest, <http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their quotation reaches SciQuest before the closing date and time. There is no cost to the supplier to submit Unified Fire Authority electronic quotations via SciQuest. Here is a link to the Division of Purchasing's website where it provides training materials for vendors on the SciQuest platform - <http://purchasing.utah.gov/for-vendors/> (b) Electronic quotations may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.
3. **QUOTATION PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by UFA. If the supplier lists a trade name and/or catalog number in the bid, UFA will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the quotation the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This quote may not be withdrawn for a period of 60 days from quote due date. (e) Incomplete quotes may be rejected. (f) Unless specifically provided for elsewhere in this quotation, multiple or alternate quotations will not be accepted. (g) Provide information on local availability of parts and service for all items quotation and service literature to allow for in-house maintenance and repairs. (h) Quotations will not be accepted from vendors who require assignment of payment to another agent. Note: Unified Fire Authority will only pay the vendor named on the Purchase Order. Unified Fire Authority will not deal with a factory or make payment to such.
4. **FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. UFA will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by UFA's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.
5. **SOLICITATION AMENDMENTS:** Any changes to this solicitation will be made through written addendum only. Answers to questions submitted through SciQuest shall be considered addenda to the solicitation documents. Suppliers/Contractors are cautioned not to consider verbal modifications.
6. **PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their quotation which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the quotation. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" with a specific justification explaining why the information is to be protected. Pricing and service elements of any quotation will not be considered proprietary. All material becomes the property of UFA and may be returned only at UFA's option. Quotations submitted may to be reviewed and evaluated by any persons at the discretion of UFA.
7. **SAMPLES:** Samples of item(s) specified in this quotation, when required by UFA, must to be furnished free of charge to UFA. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**8. AWARD OF CONTRACT:** (a) This is an informal quotation which will not be read at a public opening; However, the information may be publicly reviewed after award. To obtain a copy of the tabulation and award information please go to [www.unifiedfire.org](http://www.unifiedfire.org) and complete an official records request. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible supplier that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The UFA may accept any item or group of items, or overall low quotation. UFA has the right to cancel this invitation to quotation at any time prior to the award of contract. (d) UFA can reject any or all quotations, and it can waive any informality, or technicality in any quotation received, if UFA believes it would serve the best interest of the Unified Fire Authority. (e) Before, or after, the award of a contract UFA has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) UFA does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6a-1002 and 63G-6a-1003, Utah Code Annotated. (h) Multiple contracts may be awarded if UFA determines it would be in its best interest. (i) The Board reserves the right to purchase such brands as it desires, irrespective of price if, after analysis, it determines that the selected product best suits the needs of the UFA.

**9. UFA APPROVAL:** Purchase orders placed, or contracts written, with Unified Fire Authority, as a result of this quotation, will not be legally binding without the written approval of the Chief Legal Officer.

**10. UFA:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by UFA.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. Unified Fire Authority also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. SHERMAN ANTITRUST ACT (Restraint of free trade):** Supplier or contractor certifies compliance with all provisions of the federal Sherman Act including "independent price determination".

**13. FEDERAL W-9 FORM:** A current W-9 form is to be submitted by all bidders. The form is to be filled out completely, signed, scanned, and attached with your bidding documents titled "Federal W-9 Form".

**UNIFIED FIRE AUTHORITY  
Goods and/or Services Form**

\*if any discount could apply to items, please include that in your quote.  
(A sample UFA agreement is attached.)

**RFQ #2019-5 HVAC Maintenance Services – UFA reserves the right to award to multiple vendors.**

ITEM #	UNIT	DESCRIPTION	Availability (Mark Yes or No based on if an available option)	UNIT COST
1	Each	Hourly Rate for Diagnostics, Troubleshooting, Repair.	Yes / No	\$
2	Each	24 Hour Emergency Call Out Rate	Yes / No	\$
3	Each	Holiday Emergency Rate	Yes / No	\$
4	Each	Parts Discount (Amount or Percentage)	Yes / No	\$
5	Misc	Any other charges, i.e. fuel, trip, truck, mobilization, etc. Detail in lines below.		%
6			Yes / No	\$
7			Yes / No	\$
8			Yes / No	\$

# Unified Fire Authority



## Contract UFA \_\_\_\_\_

Commencing through

With option of 2 additional on year renewals until September 30, 2022 at which date  
the contract will fully expire

## HVAC Maintenance Services

### UNIFIED FIRE AUTHORITY

THIS NON-EXCLUSIVE AGREEMENT is made and entered effective as of \_\_\_\_\_ by and between UNIFIED FIRE AUTHORITY, a political subdivision of the State of Utah, hereinafter "UFA", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter "Supplier," collectively referred to as the "Parties."

#### RECITALS

A. Supplier desires to provide HVAC maintenance services as described in the attached specifications for UFA;

B. UFA desires to engage Supplier for such products and services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the Parties as follows:

1. Supplier agrees to provide HVAC maintenance services as described in the attached specifications described in Exhibit "A," Scope of Work, attached hereto, for a period of (3) three years commencing as of the effective date of this Agreement. UFA may extend this Agreement for (2) two additional years, renewable on an annual basis, under the same terms and conditions. Notice of time extensions shall be in writing served upon the Supplier by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For such products and services, Supplier will be paid as specified under Exhibit "B," Price Schedule. For purposes of this agreement, Exhibit B will consist of the pricing listed in the proposal submitted as part of the RFP and must be available for review by UFA.

3. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's Compensation sufficient to cover all Suppliers' employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to UFA.

B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. The certificate and policy shall provide that coverage there under shall not be canceled or modified without at least thirty (30) days prior written notice to UFA. If under current coverage you do not meet the minimums, a separate umbrella coverage will be permitted.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to UFA.

D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.

4. Supplier shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Supplier shall hold UFA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

5. UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this

paragraph, the Supplier, at UFA's option, shall forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option shall be in addition to any and all remedies at law or equity, which are available to UFA.

6. UFA may terminate this Agreement if Contractor fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

7. UFA reserves the right to terminate this Agreement in whole or in part, at any time during the Term or any additional terms whenever UFA determines in its sole discretion that it is in UFA's interest to do so. If UFA elects to exercise this right, UFA shall provide written notice to the Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that UFA's termination for convenience will not be deemed a termination for default, nor will it entitle Contractor to any rights or remedies by law or this Agreement for breach of contract by UFA or any other claim or cause of action.

8. If this Agreement is canceled or terminated as provided herein, UFA shall calculate and pay the Supplier on the basis of the benefit received.

9. Supplier, for itself, its successors and assigns, as part of the consideration here fore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless, or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

11. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

12. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

13. All notices to Supplier shall be directed to Supplier at its place of business as shown on its bid or proposal. All notices to UFA shall be directed to the following address:

Unified Fire Authority:  
Fire Chief  
3380 South 900 West  
Salt Lake City, Utah 84119

With a copy to:  
Unified Fire Authority  
Chief Legal Officer  
3380 South 900 West  
Salt Lake City, Utah 84119

14. This Agreement shall not be assigned by either party without the prior written consent of the other party.

15. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement shall confer no third party rights whatsoever.

16. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

17. The total Agreement between the parties shall consist of the following documents which are incorporated herein by this reference:

A. This Agreement.

B. The Request for Proposals issued by UFA on \_\_\_\_\_ and any addendum or supplement thereto.

C. Supplier's Response to UFA's Request for Proposals dated \_\_\_\_\_.

The documents are intended to be complementary and what is called for in one shall be deemed to be called for in all. In the event of any inconsistency or ambiguity between the documents, the inconsistency or ambiguity shall be resolved by granting priority to the contract documents in the order set forth above.

18. This Agreement shall be enforced in and governed by the laws of the State of Utah.

