


COMPETITIVE SEALED PROPOSAL NO. 2015-0515		
CSP for Driver Modification & Fleet Safety System		
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	<p style="text-align: center;">Atascocita Volunteer Fire Department</p> <p style="text-align: center;">18425 Timber Forest Dr. Humble, TX 77346 (281) 852-2181 www.AVFD.com</p>
<p>COMPETITIVE SEALED PROPOSAL NO. 2015-0515 CSP for Driver Modification & Fleet Safety System</p>	

DOCUMENTS ARE DUE PRIOR TO
Monday, September 21 @ 4:00 PM (CDT)
No Late Proposals Will Be Accepted

Important Dates:

- Pre-Bid Question Deadline- 12:00 Noon (CDT) on Monday, September 7, 2015
- **REQUESTED** Pre-bid Meeting - 10:00am (CDT) on Thursday, September 10, 2015
- **REQUESTED** Site Visit- 9:00am (CDT) on Thursday, September 10, 2015
- Follow-up Question Deadline- 12:00 Noon (CDT) on Monday, September 14, 2015
- Document Delivery Deadline- 4:00 pm (CDT) on Monday, September 21, 2015
- Public Opening- 7:00pm (CDT) on Monday, September 21, 2015

*** SUBMIT FIVE (5) ORIGINAL PROPOSALS AND ONE (1) SOFTCOPY ON
ELECTRONIC MEDIA. HARDCOPY SECTIONS MUST BE TABBED AND LABELED WITH
PAGES NUMBERED AT THE BOTTOM OF EACH PAGE.

TIME CRITICAL PROPOSAL DELIVERIES: THE ATASCOCITA VOLUNTEER FIRE DEPARTMENT CANNOT GUARANTEE ANY PROPOSALS SENT VIA PRIORITY MAIL WILL BE PICKED UP AND DELIVERED BY THE CLOSING DATE AND TIME. IT IS RECOMMENDED THAT CRITICAL PROPOSAL DELIVERIES BE MADE EITHER IN PERSON OR VIA AN ALTERNATE DELIVERY METHOD.

ALL E-MAILS SHOULD BE SENT WITH READ RECEIPT REQUESTED AND FOLLOWED UP VIA PHONE CALL TO CONFIRM RECEIPT. THE ATASCOCITA VOLUNTEER FIRE DEPARTMENT IS NOT RESPONSIBLE FOR DELIVERY FAILURES DUE TO EXTERNAL, INTERNAL, OR E-MAIL FILTER EVENTS.

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Michael Wassell
Technology Manager
(281) 852-2181 x1005
RequestForProposal@avfd.com

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This request for Competitive Sealed Proposals is for the procurement of hardware, software, and installation services necessary to complete the full implementation of a technology based driver modification and safety system in the entire Atascocita Volunteer Fire Department fleet. This solicitation will standardize the various components and system that will comprise the Driver Modification and Fleet Safety Program.

PRE-BID QUESTION DEADLINE:

To ensure that all prospective respondents have accurately and completely understood the requirements, the Atascocita Volunteer Fire Department will accept questions up until **12:00 Noon (CDT) on Monday, September 7, 2015** prior to the scheduled Pre-Bid Meeting. Questions **must** be submitted via e-mail to **RequestForProposal@avfd.com**. The questions and answers will be discussed at the Pre-Bid Meeting.

REQUESTED PRE-BID MEETING:

10:00 am (CDT) on Thursday, September 10, 2015- Site Visit immediately following Pre-Bid Meeting. Questions received prior to the pre-bid meeting will be reviewed and discussed during the pre-bid meeting. Please write down any question(s) you may have during the site visit and submit those questions via e-mail to **RequestForProposal@avfd.com**. The Atascocita Volunteer Fire Department will publish all questions and answers in the form of an e-mail and posting on our website.

REQUESTED SITE VISIT SCHEDULE:

10:00 am (CDT) on Thursday, September 10, 2015, immediately following the Pre-Bid Meeting. The Atascocita Volunteer Fire Department will provide a sample section of our fleet for inspection. The purpose of the inspection is make an informed assessment of the types of vehicles and installation needs of our fleet. The entire fleet will not be available for inspection.

FOLLOW-UP QUESTIONS DEADLINE:

Follow-up questions **must** be submitted via e-mail to **RequestForProposal@avfd.com**. No additional questions will be accepted after **12:00 Noon (CDT) on Monday, September 14, 2015**. Please write down any question(s) you may have during the site visit and submit those questions via e-mail to **RequestForProposal@avfd.com**. The Atascocita Volunteer Fire Department will publish all questions and answers via e-mail response, and will be posted to our website.

DELIVERY OF PROPOSAL INSTRUCTIONS

Mark proposal package(s): "COMPETITIVE SEALED PROPOSAL NO. 2015-0515--CSP for Driver Modification & Fleet Safety System". Package should clearly be labeled "To be publicly opened at ESD Meeting Only". All proposals must be delivered to the following location prior to **4:00 pm (CDT) on Monday, September 21, 2015:**

**Atascocita Volunteer Fire Department
ATTN: MICHAEL WASSELL
RE: RFP NO. 2015-0515
18425 Timber Forest Drive
Humble, TX 77346**

PUBLIC OPENING

Proposals will be publicly opened during the regularly scheduled Harris County ESD #46 board meeting at **4:00 pm (CDT) on Monday, September 21, 2015**. Board meetings are held at **7pm (CDT) at 18425 Timber Forest Drive, Humble, TX 77346**. Only the names of the firms submitting proposals will be read aloud at the public opening.

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RFP EVALUATION PROCESS:

No questions will be accepted or answered via phone, e-mail, or text during the evaluation phase of this competitive sealed proposal process.

WRITTEN CONTRACT

The successful vendor must execute a **CONTRACT** within ten (10) days after receipt of documents. Proposer/Vendor agrees to submit to the Atascocita Volunteer Fire Department, a corporate resolution, certificate of partnership, partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture.

INSURANCE

Upon request, the successful vendor must **SUBMIT PROOF OF MEETING THE ATTACHED INSURANCE REQUIREMENTS** within ten (10) business days of notification by the Atascocita Volunteer Fire Department. Failure to respond within the (10) business days will be grounds for declaring vendor non-responsive to specifications.

Vendor shall meet all of Owner's insurance requirements at all times during the course of this contract.

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GENERAL TERMS AND CONDITIONS

1. **BID NOTIFICATION:** Atascocita Volunteer Fire Department utilizes the following procedures for notification of bid opportunities: direct e-mail solicitation, advertisement(s) in the Houston Chronicle, and/or the Department's website: www.AVFD.com. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **REQUIRED INFORMATION:** Atascocita Volunteer Fire Department bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, may be used by the Atascocita Volunteer Fire Department in determining a vendor's responsibility.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The Atascocita Volunteer Fire Department may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance with this project or similar type work;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Otherwise qualified and eligible to receive an award.
4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
5. **PREPARATION COST:** the Atascocita Volunteer Fire Department will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the Atascocita Volunteer Fire Department, and shall be treated as Atascocita Volunteer Fire Department documents subject to typical practice and applicable laws for public records.
7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the Atascocita Volunteer Fire Department. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
8. **REVISED BIDS:** the bid that is submitted last will supersede any previous versions.
9. **INSURANCE:** the Atascocita Volunteer Fire Department requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements outlined in the bid/proposal documents.

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10. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

11. **TAXES:** the Atascocita Volunteer Fire Department is exempt from federal manufacturer's excise and state sales and use tax. Tax must not be included in bid. Tax exemption certificates will be executed by the Atascocita Volunteer Fire Department and furnished upon request.

12. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

13. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.

14. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.

 - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the Atascocita Volunteer Fire Department, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.

 - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.

 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Atascocita Volunteer Fire Department.

15. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

16. **F.O.B./DAMAGE:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The Atascocita Volunteer Fire Department assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately up on notification by the Atascocita Volunteer Fire Department of damage.

17. **DELIVERY PROMISE - PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the Atascocita Volunteer Fire Department. Do not quote shipping dates. When delivery delay can be foreseen, the

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bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

18. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the Atascocita Volunteer Fire Department in the bid/proposal packet.
19. **PRESENTATION OF BIDS - PAPER SUBMISSION:** complete bid packets must be presented to the Purchasing Division in a sealed envelope unless otherwise indicated.
20. **ALTERING BIDS - PAPER SUBMISSION:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
21. **LATE BIDS - PAPER SUBMISSION:** bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The Atascocita Volunteer Fire Department is not responsible for the lateness of mail carrier, weather conditions, etc.
22. **WITHDRAWAL OF BIDS:** bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) Days following the date designated for the receipt of bids without written approval of the Atascocita Volunteer Fire Department.
23. **BID OPENINGS:** all bids submitted will be read at the Proposals will be publicly opened during the regularly scheduled Harris County ESD #46 board meeting indicated on the RFP. Board meetings are held at 7pm (CDT) at 18425 Timber Forest Drive, Humble, TX 77346. Only the names of the firms submitting proposals will be read aloud at the public opening. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the Atascocita Volunteer Fire Department accepts such bid as responsive. The Atascocita Volunteer Fire Department will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Atascocita Volunteer Fire Department purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The Atascocita Volunteer Fire Department will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
24. **MINOR DEFECT:** the Atascocita Volunteer Fire Department reserves the right to waive any minor defect, irregularity, or informality in any bid. The Atascocita Volunteer Fire Department may also reject any or all bids without cause prior to award.
25. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
26. **SPLIT AWARD:** the Atascocita Volunteer Fire Department reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The Atascocita Volunteer Fire Department reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
27. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the e-mail or physical address listed on the bid packet within ten (10) working days following the opening of bids, unless otherwise required by Texas

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law. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Atascocita Volunteer Fire Department by contacting the Atascocita Volunteer Fire Department Secretary prior to award.

28. **ADDITIONAL TERMS:** Notwithstanding acceptance by the Atascocita Volunteer Fire Department of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by Atascocita Volunteer Fire Department, unless agreed upon in writing, and signed by an authorized representative of Atascocita Volunteer Fire Department, through a proposal process.

29. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the Atascocita Volunteer Fire Department in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.

30. **AUTHORIZATION:** The Atascocita Volunteer Fire Department will not accept or pay for articles delivered or services performed without a specific written Purchase Order.

31. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the Atascocita Volunteer Fire Department in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.

32. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.

 - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the Atascocita Volunteer Fire Department, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.

 - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.

 - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Atascocita Volunteer Fire Department.

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33. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the Atascocita Volunteer Fire Department.
34. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the Atascocita Volunteer Fire Department contracted prices, an equitable adjustment shall be made in the contract price.
35. **DELIVERY TIMES:** deliveries will be acceptable only during normal working hours at the designated location.
36. **DELIVERY PROMISE - PENALTIES:** default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the department to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.
37. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the Atascocita Volunteer Fire Department reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The Atascocita Volunteer Fire Department may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
38. **INVOICES:** invoices must be submitted by the contractor to the Atascocita Volunteer Fire Department, Accounts Payable, 18425 Timber Forest Drive, Humble, TX 77346. The Atascocita Volunteer Fire Department Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
39. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the Atascocita Volunteer Fire Department harmless from any claim involving patent right infringement or copyrights on goods supplied.
40. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
41. **AUDIT:** the Atascocita Volunteer Fire Department reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
42. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the Atascocita Volunteer Fire Department.
43. **INDEMNIFICATION:** contractor agrees to defend, indemnify and hold the Atascocita Volunteer Fire Department (and Harris County Emergency Services District No. 46) and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's

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breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Atascocita Volunteer Fire Department (and Harris County Emergency Services District No. 46), and its officers, agents, employees or separate contractors. Atascocita Volunteer Fire Department (and Harris County Emergency Services District No. 46) does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- A. Contractor, at its own expense, is expressly required to defend Atascocita Volunteer Fire Department against all such claims. Atascocita Volunteer Fire Department reserves the right to provide a portion or all of its own defense; however, Atascocita Volunteer Fire Department is under no obligation to do so. Any such action by Atascocita Volunteer Fire Department is not to be construed as a waiver of contractor's obligation to defend Atascocita Volunteer Fire Department or as a waiver of contractor's obligation to indemnify Atascocita Volunteer Fire Department pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of Atascocita Volunteer Fire Department's written notice that Atascocita Volunteer Fire Department is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, Atascocita Volunteer Fire Department shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by Atascocita Volunteer Fire Department.
- B. In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for the department the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while Providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.
- C. The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to Atascocita Volunteer Fire Department whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, Atascocita Volunteer Fire Department's use of products that are provided supplied, or sold by contractor to Atascocita Volunteer Fire Department as part of this agreement does not constitute an infringement of any intellectual property rights and Atascocita Volunteer Fire Department has the legal right to use said products. Atascocita Volunteer Fire Department enters into this agreement relying on this representation.
- D. The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

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44. **TERMINATION** : the Atascocita Volunteer Fire Department may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the Atascocita Volunteer Fire Department.
45. **TERMINATION FOR DEFAULT:** the Atascocita Volunteer Fire Department reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Atascocita Volunteer Fire Department in the event of breach or default of the contract. The Atascocita Volunteer Fire Department reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the Atascocita Volunteer Fire Department to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
46. **REMEDIES:** the contractor and the Atascocita Volunteer Fire Department agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
47. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Harris County, Texas. Exclusive venue shall be in Harris County, Texas.
48. **EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.
49. **IRCA:** The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the Atascocita Volunteer Fire Department. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.
50. **WRITTEN CONTRACT VERBIAGE:** The successful vendor must execute a CONTRACT within ten (10) days after receipt of documents. Proposer/Vendor agrees to submit to the Atascocita Volunteer Fire Department, a corporate resolution, certificate of partnership, partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture.
51. **PAYMENT PERFORMANCE BONDS VERBIAGE:** Performance bonds and payment bonds must be submitted within (10) days after notice of award of contract to vendor. Performance bonds and payment bonds are to be for one hundred percent (100%) of the contract price.
52. **BID BOND VERBIAGE:** A five percent (5%) BID BOND must be submitted with bid packet prior to bid closing date/time. A (5%) paper BID BOND or a CASHIERS CHECK must be mailed to The Atascocita Volunteer Fire Department, RFP Purchasing Division, 18425 Timber Forest Drive, Humble, TX 77346, or delivered to The Atascocita Volunteer Fire Department, RFP Purchasing Division, 18425 Timber Forest Drive, Humble, TX 77346. Bid Bond/Cashier's check MUST be submitted prior to bid closing date/time.

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53. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under until he has obtained all insurance required under this and the following sections, and such insurance has been approved by the The Atascocita Volunteer Fire Department, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.
54. **WORKER'S COMPENSATION INSURANCE:** The Contractor shall have in full force and effect and maintain during the life of any awarded contract, worker's compensation insurance for all of Contractor's employees engaged on or at the site of the project, and in case any of their work is sublet, the Contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by the worker's compensation insurance carried by the Contractor.
55. **GENERAL LIABILITY INSURANCE, INCLUDING BROAD FORM CONTRACTUAL LIABILITY COVERAGE:** The Contractor shall take out and maintain during the life of any awarded contract such liability and property damage insurance as shall protect Contractor, Haris County Emergency Services District No. 46, and the Atascocita Volunteer Fire Department from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this contract. The amount of such insurance shall be as hereinafter set forth. The Contractor shall require the subcontractors, if any, to take out and maintain similar public liability and property damage insurance. The amounts of such insurance shall be as hereinafter set forth. in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Two Million Dollars (\$2,000,000).
56. **PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish The Atascocita Volunteer Fire Department all ACORD Certificates and copies of insurance policies if requested by the Department as well as any other requested proof of full compliance with all the insurance requirements herein.

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PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter "**Surety**", are held and firmly bound unto the **ATASCOCITA VOLUNTEER FIRE DEPARTMENT**, a 501c corporation, hereinafter called "Beneficiary", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of _____ **DOLLARS** (\$_____) in lawful money of the United States, to be paid in Harris County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, 2015, which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Harris County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Article 3503.003.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

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PRINCIPAL: _____

Address: _____

Telephone _____

ATTEST:

BY: _____

TITLE: _____

SURETY: _____

Address: _____

Telephone _____

ATTEST:

BY: _____

TITLE: _____

The Resident Agent of the Surety in Harris County, Texas, for delivery of notice and service of the process is:

NAME:
STREET ADDRESS:
CITY, STATE, ZIP:

For additional information on the above named Surety Company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on **Page 1** of Payment Bond must be **same date that the district awarded Contract**. Date on **Page 2** of Payment Bond must be **after the date that the district awarded the Contract**. If Resident Agent is not a corporation, give a person's name.

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PERFORMANCE BOND

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That _____ hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **ATASCOCITA VOLUNTEER FIRE DEPARTMENT**, a 501c corporation, hereinafter called "Beneficiary", in the penal sum of _____ **DOLLARS** (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Harris County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, 2015. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Beneficiary; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Harris County, Texas.

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PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code §2253.001, *et seq.*, and any other applicable statutes of the State of Texas. The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Harris County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code §3503.003.

IN WITNESS WHEREOF, this instrument is executed in ____ copies, each one of which shall be deemed an original, this, the ____ day of _____, 2015.

PRINCIPAL: _____

Address: _____

Telephone _____

SURETY: _____

Address: _____

Telephone _____

The Resident Agent of the Surety in Harris County, Texas, for delivery of notice and service of the process is:

NAME:
STREET ADDRESS:
CITY, STATE, ZIP:

For additional information on the above named Surety Company you may contact the Texas Department of Insurance at (800) 578-4677.

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**2015-0515 CSP FOR DRIVER
MODIFICATION & FLEET SAFETY SYSTEM**

SCOPE

This request for Competitive Sealed Proposals is for the procurement of hardware, software, design, integration, and installation services necessary to complete the implementation of a driver modification and fleet safety system in all vehicles listed in the "Fleet Details" section. The system should be a web-based, real-time, vehicle tracking system and include event capture, data points capture, provide operator audible feedback, and monitoring of operator driving. Additionally, the solution must specifically provide immediate notification of gross violations for the purpose of driver modification. The proposal must include all equipment, materials, supplies and services to provide a complete system installation, including, but not limited to, vehicle installation, system set up and configuration, testing, and training for Atascocita Volunteer Fire Department personnel. All proposals must include all hardware, software, licensing, and services, or specifically identify additional equipment and services needed to meet system requirements, and present said equipment and services as alternates on the proposal. Any antenna required for installation shall be black.

DEPARTMENT BACKGROUND INFORMATION

The Atascocita Volunteer Fire Department is the contract fire and EMS provider for Harris County Emergency Services District No. 46 (ESD 46). Harris County ESD 46 is the local government agency charged with providing fire protection and emergency medical services (EMS) to residents and businesses in the Atascocita, Texas area. ESD 46 currently owns 3 fire stations, 1 Administration and educational facility, and over 19 emergency response vehicles including fire trucks and ambulances. ESD 46 has contracted with the Atascocita Volunteer Fire Department, Inc. to provide the day to day operations and responses for service.

The Atascocita Volunteer Fire Department has 3 fire stations, 1 headquarters/administration building, 4 fire companies, a large home response component, and 3 full-time medic units across the coverage area. The department is a combination department with approximately 80 paid staff and 120 volunteer staff.

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DESIRED DATA POINTS

The Atascocita Volunteer Fire Department wishes to monitor/record the following data points:

<ul style="list-style-type: none"> • Driver's Seatbelt Status • 7 Passenger's Seatbelt Status (Fire Trucks) • 1 Passenger's Seatbelt Status (All other Trucks) • Ignition On • Vehicle Speed • Vehicle RPM • Engine Hours • Check Engine Light Status • Engine Diagnostic Data • Fuel Mileage • Genset Hours (ambulances only) • Primary Warning Lights Status • Secondary Emergency Lights • Siren #1 Status • Siren #2 Status 	<ul style="list-style-type: none"> • Air Horn Status • OEM Horn Status • Genset status (on/off)- Ambulances Only • Vehicle Reverse Status • Left Turn Signal • Right Turn Signal • Brake Lights • Head Lights status • Parking brake status • Back-up Spotter Switch • Pump Gear Status (fire trucks only) • Rear Doors status (Ambulance only) • Compartment Door Ajar • Vehicle Battery Level/Health • Critical Battery Level Alerting
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FLEET DETAILS

The following vehicles will be included in this proposal. Any additional information needed for any of the following vehicles should be asked in the pre-bid question time frame. A sample of the following vehicles will be made available at the requested pre-bid meeting and requested site visit. All fire stations have adequate wifi coverage in the apparatus bay area to provide connectivity to vehicles parked in the bays. The following listing is subject to change

Vehicle	Fleet Number	Year	Make/Model	VIN	Module Make	Modem	Apparatus Type
District 9	46-9540	2015	Chevy Tahoe	1GNLC2EC0FR259540		GX440 Wifi	Command/Supervisor
Show 464	46-9277	2011	Chevy Silverado C3500	1GB3C0CG1BF179277	Frazer	GX440 Wifi	Ambulance
Utility 19	46-8932	2015	Chevy Silverado 3500HD	1GC1CUEG0FF168932		GX440 Wifi	Utility Pick Up Truck
Engine 39	46-8728	2014	E-One Cyclone II	4ENLAAA83E1008728		GX440 Wifi	Engine/Pumper
Engine 19	46-8727	2014	E-One Cyclone II	4ENLAAA81E1008727		GX440 Wifi	Engine/Pumper
District Chief Vehicle	46-8695	2005	Ford Expedition	1FMPU15505LA78695		Pinpoint X	Command/Supervisor
Squad 39	46-8568	2015	Chevy Silverado 3500HD	1GC1CUEG5FF168568		GX440 Wifi	Command/Supervisor
Engine 29	46-7891	2013	E-One Cyclone II	4ENLAAA80D1007891		GX440 Wifi	Engine/Pumper
Tower 19	46-7890	2013	E-One Cyclone II HP100 Platform	4ENLABA81D1007890		GX440 Wifi	Ladder Tower Truck
District 79	46-7778	2012	Chevy Tahoe	1GNLC2E07CR127778		GX440 Wifi	Command/Supervisor
MPV 601	46-7306	2012	Thomas Bus	1T88U2E28C1147306		GX440 Wifi	Bus
Utility 29	46-6886	2006	Chevy Silverado C3500	1GBJC34U66E276886		GX440 Wifi	Utility Pick Up Truck
Engine 49	46-6272	2006	Pierce Dash Pumper	4P1CD01H66A006272		Pinpoint X	Engine/Pumper
Show 462	46-4009	2011	Chevy Silverado C3500	1GB3C0CG9BF124009	Frazer	GX440 Wifi	Ambulance
Rehab 29	46-3955	1988	Ford F600	1FDNK64P7JVA43955		Pinpoint X	Rehab/Logistics
Show 463	46-2743	2015	Chevy Silverado 3500 HD	1GB3CZCG7FF132748	Frazer	GX440 Wifi	Ambulance
Pool Car 1	46-1865	2009	Dodge Charger	2B3KA43T19H571865		Pinpoint X	Command/Supervisor
Show 461	46-1646	2012	Chevy Silverado C3500	1GB3C0CGXCF101646	Frazer	GX440 Wifi	Ambulance
Brush 39	46-1545	2009	Dodge 5500	3D2WD76L79G548154		Pinpoint X	Brush Truck
District 69	46-0818	2011	Chevy Tahoe	1GNLC2E05BR210818		GX440 Wifi	Command/Supervisor

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MDT MODEMS

Vehicles will have one of the following types of MDT modems with the following capabilities:

- o Pinpoint X - This modem is a 3G cellular modem with 1 (one) single Ethernet port that is used by the MDT. There is no connectivity options/provisions for any additional devices. AVFD is in the process of phasing these modems out and replacing them with the GX440 Wifi and/or GX-450 Wifi models. This may or may not be complete at the time of install.
 - Units with this model will need to have data downloaded to the server upon returning to a station and connecting to the station wifi. They will need to store at least 5 days of data internally.

- o GX440 WIFI/GX450 WIFI- This modem is a 4G cellular modem with 1 (one) single Ethernet port and wifi connections for up to 8 additional clients.
 - Units with this model will need to have data downloaded to the server through the onboard wifi. They will need to store at least 5 days of data internally in case of loss of connection.

- o NONE- Unit does not have any connectivity available.
 - Units with this model will need to have data downloaded to the server upon returning to a station and connecting to the station wifi. They will need to store at least 5 days of data internally.

GENERAL REQUIREMENTS

PROJECT MANAGEMENT

Primary interface of the selected contractor will be with a designated Project Manager. The Project Manager will be responsible for the direction, review, and approval of all work.

TRANSMITTAL AND DELIVERY

The Contractor shall deliver all system components in accordance with manufacturer's instructions and recommendations to the specified project and shall coordinate deliveries with the designated project site contact. All system components and materials shall be protected from physical damage and from the elements in accordance with manufacturer's recommendations until installed. Failure to properly protect the equipment shall serve as reason to reject the equipment.

MATERIAL AND WORKMANSHIP

All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

Proposer shall furnish the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When directed to do so, the Proposer shall submit samples for approval at the Proposer's expense, with all shipping charges prepaid.

All work under this contract shall be performed in a skillful and workmanlike manner. The Atascocita Volunteer Fire Department may require, in writing, that the Contractor

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remove from the work any employee the Atascocita Volunteer Fire Department deems incompetent, careless, or otherwise objectionable.

INSPECTION OF WORKMANSHIP

The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work shall be conducted under the general direction of the Technology Manager and is subject to Atascocita Volunteer Fire Department inspection and test at all places and at all reasonable times before acceptance, to ensure strict compliance with the terms of the contract.

Atascocita Volunteer Fire Department inspections and tests are for the sole benefit of the Atascocita Volunteer Fire Department and do not relieve the Contractor of responsibility for providing adequate quality control measures; relieve the Contractor of responsibility for damage to or loss of the material before acceptance; constitute or imply acceptance; or affect the continuing rights of the Atascocita Volunteer Fire Department after acceptance of the completed work.

The presence or absence of a Atascocita Volunteer Fire Department inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Purchasing Department's written authorization.

The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Atascocita Volunteer Fire Department. The Atascocita Volunteer Fire Department may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re- inspection or retest necessary. The Atascocita Volunteer Fire Department shall perform all inspections and tests in a manner that will not unnecessarily delay the work.

The Contractor shall, without charge, replace or correct work found by the Atascocita Volunteer Fire Department not to conform to contract requirements, unless in the public interest the Atascocita Volunteer Fire Department consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate rejected material and remove it from the premises.

If the Contractor does not promptly replace or correct rejected work, the Atascocita Volunteer Fire Department may, by contract or otherwise, replace or correct the work and charge the cost to the Contractor or terminate for default the Contractor's right to proceed.

ACCEPTANCE

Final Acceptance, which shall be given only if same is provided to Contractor in writing, shall conclude the project other than any remaining warranty or service contract matters to be provided by the Contractor.

PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Atascocita Volunteer Fire Department, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. Contractor shall also be responsible for all damages to persons or property that may occur as a result of Contractor's negligence.

PROTECTION OF DEPARTMENT FACILITIES, EQUIPMENT AND VEGETATION Contractor shall use reasonable care to avoid damaging existing buildings, vehicles, equipment, and vegetation

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on Atascocita Volunteer Fire Department property. If the Contractor's failure to use reasonable care causes damage to any of this property, Contractor shall replace or repair the damage at no expense to the Atascocita Volunteer Fire Department. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

MAINTENANCE

The Contractor shall provide regular scheduled maintenance, as recommended by the manufacturer of each major component, for a period of at least one year starting at system acceptance.

REQUESTS FOR MODIFICATION

Atascocita Volunteer Fire Department reserves the right to request the Proposer modify his proposal to more fully meet the needs of Atascocita Volunteer Fire Department.

BATTERY DRAW ON VEHICLES

The Contractor shall provide installation and programming in a manner that will minimize battery drain on the vehicles when parked. Installation should install a failsafe device that will stop battery drain when battery levels become critical to prevent vehicles from not starting.

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PROPOSAL RESPONSE AND FORMAT

Submit Five (5) original proposals and one (1) softcopies on electronic media. Hardcopy sections must be tabbed and labeled with pages numbered at the bottom of each page.

SECTION I-EXECUTIVE SUMMARY

In the executive summary, the Proposer shall provide:

- Table of Contents - A master table of contents of the entire proposal.
- A concise narrative summary of the most important aspects of the proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with the stated evaluation factors. Summary material presented here will not be considered to have met the requirements for any portion of other sections of the proposal.

SECTION II-COMPANY PROFILE

Provide a brief overview and history of your company. Discuss your company's size, complexity, and number of employees. Address the company's technical expertise and qualifications to provide this service to the Atascocita Volunteer Fire Department. Discuss your experience with performing this type of implementation with other **Fire Departments**.

KEY PERSONNEL

Identify and provide resumes of key personnel who will manage this contract and who will work directly on the project, including subcontractors, if used.

SUBCONTRACTING PLAN

If the Proposer intends to use subcontractors, a Subcontracting Plan must be included in this section. The Subcontracting Plan shall include a detailed explanation of the work to be subcontracted and the percentage of that work to the total project for each proposed subcontractor. The Atascocita Volunteer Fire Department reserves the right to approve or disapprove of any subcontracting plan.

The Atascocita Volunteer Fire Department shall have the right to accept or refuse any proposed subcontractor. However, the proposer shall be the sole contract holder and shall be responsible for any approved subcontractor's work. The Atascocita Volunteer Fire Department will not establish a contractual relationship with the subcontractor.

SECTION III-RELEVANT PAST AND PRESENT EXPERIENCE

Submit information on contracts within the past five years that are most relevant in demonstrating your ability to fulfill the contract for the Atascocita Volunteer Fire Department. Include current contact information (address, phone, and email) and a description of the projects(s) that were completed, whether the projects were on time and in budget, and if not, an explanation of the deviations.

Proposers must submit at least 3 fire department based references (or an equivalent satisfactory to the Department) in which the proposed equipment was installed in heavy fire trucks/apparatus.

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Proposers are cautioned that the Atascocita Volunteer Fire Department may use data provided by each Proposer in this Section as well as data obtained from other sources in the evaluation of past and present performance.

SECTION IV-TECHNICAL RESPONSE

Provide information pertaining to the proposed management of this project. Indicate a clear methodology of approach and the quality of the design proposed. Identify compatibility with existing systems.

SYSTEM REQUIREMENTS QUESTIONNAIRE

Complete the System Requirement Questionnaire Addendum and include it in the beginning of this section of your proposal. Proposer must complete this YES/NO requirements questionnaire addendum. Blank answers will be considered as a "NO".

DETAILED DESCRIPTION OF THE PROPOSED SOLUTION(S)

Provide a schedule of all major components of the proposed system and a description of each. Detail how much additional electrical load will be added to each vehicle, and specify the proposed location for the equipment. *Provide warranty information for all components that you will supply.*

DETAIL MAINTENANCE REQUIRED FOR INDIVIDUAL COMPONENTS.

Describe the fail over points in the proposed system. Describe the feedback mechanism(s) for system failures. Specify how many years the software portion has been offered on the market. Provide the estimated monthly bandwidth requirements. Describe the implementation plan for future software updates and upgrades.

Proposals should be written specifically to answer this RFP. General sales material should not be used within the body of the proposal and any additional terms or conditions on the sales material will be considered invalid. If desired, Proposer may attach such material in a separate appendix.

WORK PLAN AND MASTER SCHEDULE

Provide an overall master project schedule with activity durations and schedule constraints; include a preliminary design phase, a detailed design phase, permits and approvals, and construction and installation of the designed system. Provide milestones, deadlines, subprojects, and any other elements in the schedule as applicable. The schedule is to be proposed using **January 25, 2016** as the start date. This schedule is for evaluation purposes only. The actual start date and an updated schedule will be established during contract development.

PROPOSAL RISK

Address risk by identifying those aspects of the proposal that involve schedule and/or project capability risk. In addition, address risk associated with system installation issues.

ADDED VALUE

Include any relevant services or enhancements that will be provided to the Atascocita Volunteer Fire Department which are not priced in this proposal.

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SECTION V—COST PROPOSAL

All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal Section.

COST PROPOSAL ADDENDUM

Complete the Cost Proposal Addendum and include it in the beginning of this section of your proposal. Proposer must complete this form in addition to any other pricing documentation. Blank answers will be considered invalid.

Additionally, Proposers are expected to identify all costs to provide the complete Driver Modification & Fleet Safety System for the Atascocita Volunteer Fire Department in the listed fleet vehicles. Any maintenance/service/usage charges should be outlined in this section, along with a schedule of services included. Costs for options offered should also be provided.

In addition to breaking out base cost and cost of options, outline the ongoing system cost.

EVALUATION CRITERIA

ORGANIZATIONAL OVERVIEW—5%

Consideration will be given to the company's years in business, experience, and available resources, as well as the qualifications of the personnel to be assigned to the project.

SYSTEM DESIGN, EASE OF USE, EFFECTIVENESS—20%

The proposal will be evaluated with regard to the proposed hardware and software, the extent to which the offer meets the Atascocita Volunteer Fire Department's objectives, ease of use, effectiveness, and training offered. The Proposer's diligence in fulfilling the requirements of the solicitation may also be taken into consideration.

REFERENCES—10%

Proposers are cautioned that the Atascocita Volunteer Fire Department may use data obtained from other sources in addition to data provided by the Proposer in the evaluation of past and present performance.

SUPPORT AND MAINTENANCE—20%

The ease of maintenance of the system components and software will be evaluated, as well as the distribution of responsibilities between the Proposer and the Atascocita Volunteer Fire Department, and any support that will be available.

TECHNICAL REQUIREMENTS— 20%

The proposal will be evaluated with regard to the proposed system using the Technical Requirements Questionnaire.

COST— 25%

The proposal will be evaluated with regard to the proposed cost vs value and features.

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SYSTEM REQUIREMENTS QUESTIONNAIRE

Complete this questionnaire and include in your proposal in the beginning of the "SECTION IV- TECHNICAL RESPONSE" section of your proposal. Proposer must complete this YES/NO requirements questionnaire addendum. Blank answers will be considered as a "NO".

YES/NO	General Requirements
	Driver behavior modification system and associated subcomponents in accordance with the Atascocita Volunteer Fire Department's delivery schedule.
	Driver behavior modification system data is accessed in a web-based product.
	Enable AVFD to limit user access (system configuration, viewable data and reports)
	Maintenance and support services for the driver behavior modification system, associated subcomponents, and software, and software updates.
	Electronic version of installation, administrative and user guides.
	Onsite training on the installation, operation and administration of the driver behavior modification system.
	Records, temporarily stores and pushes data to the cloud.
	Temporarily stores at least 5 days of data on board device.
	Monitors and records acceleration, deceleration and lateral force events via three-axis accelerometer and gyroscope.
	Has audio output alarms that will activate warning tones and violation tones when a predetermined marker has been reached (for example: user-defined speed or g-force parameter).
	Has the capability for bi-directional wireless communication (via station Wi-Fi or existing in vehicle Wi-Fi) to allow unmanned and automatic remote downloading of on-board data to the cloud and remote reprogramming of the driver behavior modification system.
	Is not adversely affected by radio transmissions.
	Wireless communication capability is not affected by the operation of the vehicle or equipment carried within the vehicle.
	Wireless communication capability is not affected by nor interferes with any radios, pagers or telecommunication equipment.
	Capability to transmit four (4) data feeds from integrated Global Position System.
	Has the capability to record driver identification through an interface to an electronic Driver ID receiver (Driver Identification will be recorded by placing a coded Driver ID over or onto a Driver ID receiver).
	Enforcement of ground guide policy through use of back-up spotter switch.
	Provides real-time auditory alerts/feedback to the driver.
	Offers a proven algorithm to measure speed, g-force, and other inputs (seat belt usage, back-up spotter, turn signals, lights & sirens) to determine if driver correction is needed (audible warning).

YES/NO	<u>Required</u> Monitoring Recorded Data Points (include cost to implement these data points in proposal)
	Driver's Seatbelt Status
	7 Passenger's Seatbelt Status (Fire Trucks)
	1 Passenger's Seatbelt Status (All other Trucks)
	Ignition On
YES/NO	<u>Required</u> Monitoring Recorded Data Points (include cost to implement these data points in proposal)
	Vehicle Speed
	Vehicle RPM
	Engine Hours
	Check Engine Light Status
	Engine Diagnostic Data
	Fuel Mileage
	Genset Hours (ambulances only)
	Primary Warning Lights Status
	Secondary Emergency Lights
	Siren #1 Status
	Siren #2 Status
	Air Horn Status
	OEM Horn Status
	Genset status (on/off)- Ambulances Only
	Vehicle Reverse Status
	Left Turn Signal
	Right Turn Signal
	Brake Lights
	Head Lights status
	Parking brake status
	Back-up Spotter Switch
	Pump Gear Status (fire trucks only)
	Rear Doors status (Ambulance only)
	Compartment Door Ajar
	Vehicle Battery Level/Health
	Alerts (via SMS/E-mail) if vehicle Battery falls below threshold
YES/NO	Training Requirements
	Training must be provided for a complete functional understanding of the system
	Training shall be provided to administrators, field personnel, and technical personnel. Training may be in the form of "Train-the-Trainer."
YES/NO	Warranty and Maintenance Requirements
	Proposer must provide technical support on a 24/7/365 basis
	Proposer must offer both remote and on-site support
	System must be able to push all software updates from a central location to all or selected vehicles without requiring visits to individual vehicles to install the updates
	Proposer shall provide documentation of product warranty period and coverage provided
YES/NO	Installation Requirements
	System must be installed and implemented without taking an individual truck out of service for more than 12 hours.

COST PROPOSAL ADDENDUM

Complete this questionnaire and include in your proposal in the beginning of the "SECTION IV- TECHNICAL RESPONSE" section of your proposal. Proposal is to include all costs for labor, materials, equipment required to fully implement the Solution. Price must include all software licenses and a minimum warranty of one (1) year.

Initial Purchase

Driver Modification & Fleet Safety System Price Summary	
Hardware	\$ -
Installation	\$ -
Options/Additional Hardware	\$ -
On-Site Spares Price	
Spare Hardware	
On-Site Spares	\$ -
Subtotal	\$ -
Grand Total	\$ -

Extended Warranty and Maintenance Costs

	Price
Annual Software Maintenance: Year 2	
Annual Software Maintenance: Year 3	
Annual Software Maintenance: Year 4	
Annual Software Maintenance: Year 5	
Annual Hardware Maintenance: Year 2	
Annual Hardware Maintenance: Year 3	
Annual Hardware Maintenance: Year 4	
Annual Hardware Maintenance: Year 5	
Total of all costs for years 2-5	

COST PROPOSAL ADDENDUM- PER VEHICLE

Complete this questionnaire and include in your proposal in the beginning of the "SECTION IV- TECHNICAL RESPONSE" section of your proposal. Proposal is to include all costs for labor, materials, equipment required to fully implement the Solution. Price must include all software licenses and a minimum warranty of one (1) year.

Vehicle	Fleet Number	Hardware Cost	Installation Cost	Annual Software Maintenance	Total
District 9	46-9540				
Show 464	46-9277				
Utility 19	46-8932				
Engine 39	46-8728				
Engine 19	46-8727				
District Chief Vehicle	46-8695				
Squad 39	46-8568				
Engine 29	46-7891				
Tower 19	46-7890				
District 79	46-7778				
MPV 601	46-7306				
Utility 29	46-6886				
Engine 49	46-6272				
Show 462	46-4009				
Rehab 29	46-3955				
Show 463	46-2743				
Pool Car 1	46-1865				
Show 461	46-1646				
Brush 39	46-1545				
District 69	46-0818				
Total					