



Honesty ♦ Respect ♦ Integrity

**REQUEST FOR QUOTATION
(RFQ) 23-03**

MATTRESS AND BED FRAMES

Date Issued

November 6, 2023

Quotes Due

Bid Responses due by
November 20th, 2023 at 4:00p.m.

To

**Sonoma County Fire District
8200 Old Redwood Highway
Windsor, CA 95492**

**Or by email at:
tbolduc@sonomacountyfd.org**

BID SCHEDULE	
November 6, 2023	Request for Quotes (RFQ) Posted
November 20, 2023, before 4:00 p.m.	Bid Deadline

**REQUEST FOR
QUOTATIONS (RFQ) 23-03**

Mattresses and Bed Frames

The intent of this Request for Quotation is to purchase Mattresses and Bed Frames for the Sonoma County Fire District in compliance with the specifications, terms, and conditions identified within the RFQ.

Attachment A is an example of the Fire District's Purchase Order Terms and Conditions. Please review, any exceptions to the Fire District's terms and conditions and/or specifications must be identified in the vendor's bid response.

EXCEPTIONS/APPROVED EQUALS

Exceptions to the technical specifications of any bid items, or contractual terms and conditions stated herein **shall be submitted along with the bid.**

1. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements.
2. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the bidder, who shall furnish all necessary information at no cost to the Fire District. Sonoma County Fire District shall be the sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.
3. Bidder(s) must state any exceptions to or deviations from the requirements of this solicitation, segregating “technical” (scope of work/specifications) exceptions from “contractual” (terms and conditions) exceptions. ***If no exceptions are requested or identified the Bidder(s) will be deemed to have accepted all requirements, including contractual terms and conditions, as set forth in the solicitation.*
4. Whenever any material, product or service is specified or indicated in the contract documents by brand name, trade, patent, or proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words “or approved equal”.
5. If the Bidder submits a request for an “approved equal” item, the Bidder must submit sufficient data to the Finance Manager identified in the solicitation to substantiate the specific characteristics and qualities that make the “approved equal” item the equivalent, as described in the paragraph below. The Bidder shall furnish such substantiating data or arrange for necessary tests to verify the equivalent qualities of the “approved equal” item at the Bidder’s sole expense. Depending on the process required to review “approved equal”, the bid solicitation may be extended.
6. Sonoma County Fire District, at its sole discretion, shall determine whether the substantiating data demonstrates that an “approved equal” item is equivalent in all respects to the item specified in the contract documents.

GENERAL PROVISIONS
RFQ – MATERIALS/SERVICES

QUOTES: Discounts for prompt payment must be identified in your bid response otherwise prices will be considered Net 30. Prompt payment discounts of less than 20 days following final acceptance of the equipment/materials by the Fire District will not be factored into the evaluation of quotes. Unless prices and all information requested are complete, quote may be disregarded and given no consideration.

This Request for Quotes shall result in a firm, fixed price contract to purchase.

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid.

All quotes must be signed with the firm's name, and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

SUBMISSION OF QUOTATIONS: Each quote must be submitted on the prescribed form, signed, subject to the Request for Quotes Provisions and Specifications.

Information must be furnished completely in compliance with the terms, conditions, provisions and specifications of the Request for Quotes. The information requested and the manner of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the Sonoma County Fire District reserves the right to declare as non-responsive and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Quotes shall be for the total net price including all applicable taxes and charges, delivered F.O.B to the fire station locations identified.

ALL OR NOTHING QUOTES: If your quote is on an "all or nothing" basis, state as such in the Request for Quotes. If a Seller elects to bid "all or none" as a part of his quotation, the Fire District will be bound by that condition and will not accept bids on individual items or group items for that bid. If the Fire District awards to an "all or nothing" Seller, that award shall be for the proposal as a whole or no part thereof. The Fire District reserves the right to do partial awards that are in the best interest of the Fire District if quotes are not deemed "all or nothing" by the vendor.

OTHER AGENCY "PIGGY-BACK" PROCUREMENTS: Other municipalities, fire districts or public agencies in Sonoma County may be interested in purchasing equipment as procured through this solicitation. The Seller is to indicate in the Request for Quotation if pricing offered in this bid will be extended to other public agencies in this area not later than one hundred twenty (120) days after award by the Sonoma County Fire District . Any such "piggy-back" awards will be made independently by each agency, and the Sonoma County Fire District is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated "piggy-back" procurements.

DELIVERY CHARGES: Delivery charges to the Sonoma County Fire District shall be listed as a separate line item where indicated in the Request for Quotes, or in the electronic format.

DELIVERY: All Purchase Order or Contracted goods shall be delivered F.O.B. destination, delivery charges prepaid, unless otherwise shown on the front of the Purchase Order or Contract. The goods shall be delivered to the fire station locations indicated on the Cost Option form.

SINGLE QUOTE RESPONSE: If only one quote is received in response to the Request for Quotes, a detailed cost proposal may be requested of the single Seller. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in Purchase Order or Contract to determine if the price is fair and reasonable.

ESTIMATED QUANTITIES: The quantities shown in the Request for Quotes may be an estimate only. If the exact quantities cannot be predetermined, the Fire District reserves the right to adjust quantities as deemed necessary to meet its requirements.

QUOTE WITHDRAWAL: After the quotes are opened, quotes may not be withdrawn for ninety (90) calendar days, unless approved by the Sonoma County Fire District Finance Manager. Prior to the date/time set for the quote due date, however, quotes may be modified or withdrawn by the Seller's authorized representative in person, or by written notice, or updated bid submittal. If quotes are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the quote.

AWARD: Sonoma County Fire District reserves the right to accept quotes, award and/or not award quotes on individual items listed, on group items, or on the proposal as a whole; to reject any and all quotes, to waive any informality in the quotes, and to accept the quote that appears from all consideration to be for the best interest of the Sonoma County Fire District.

Notice of quote award will not normally be provided to non-successful bidders. Receipt of the official Purchase Order or Contract provided by the Sonoma County Fire District covering the supplies, materials, equipment, or services as described in the Quote will indicate the award of the Quote and a contract to purchase.

PROTEST PROCEDURE:

Any protest of the proposed award of Bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the Fire Chief, no later than 5:00 PM on Thursday, November 9th, 2023. The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder. The party filing the protest must have actually submitted a bid on this Request for Quotation.

CONTRACT ADMINISTRATION: Except as otherwise specifically provided in this Request for Quotations, and the resulting Purchase Order or Contract, any notice, submittal, or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified. Service may also be made by mail, by placing a notice, submittal, or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope with the United States Postal Service.

OPTION TO INCREASE QUANTITY OF ORDER: The Fire District reserves the right to increase the quantity of units shown on this Request for Quotations by issuance of an amendment to the original Purchase Order or Contract, or an additional Purchase Order not later than ***one hundred twenty (120) days*** after award of bid. The successful Seller agrees to furnish to the Fire District the additional units at the unit price offered in this Quote.

FEDERAL AND STATE TAX: Prices quoted shall not include Federal Excise Tax. California Sales Tax (8.50%) will be paid in accordance with the purchase order or contract payment schedule.

QUOTATION CONTENTS: This quotation consists of the Request for Quotes, Quote, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Quotes

ATTACHMENT A

**SONOMA COUNTY FIRE DISTRICT
PURCHASE ORDER
TERMS AND CONDITIONS**

1. **ORDER ACKNOWLEDGEMENT**: Seller's (or Contractor in the event services are being provided) commencement of work or delivery shall be deemed acceptance of the terms and conditions of the Purchase Order ("Order"). The Seller shall furnish the Sonoma County Fire District Finance Manager, within ten days of the Order date, written Order acceptance. The Order, and these "Terms and Conditions," together with any attachments, constitutes the entire agreement between the parties. Any terms proposed in Seller's acceptance of the Fire District's Order which add to, vary from or conflict with the terms herein are null and void. No waiver, modification or addition to the terms of this Order shall be valid unless in writing and made in accordance with Section 2, **CHANGE ORDER** below.
2. **CHANGE ORDER**: The Fire District may at any time prior to the delivery date specified herein, issue a written change order for the modification of the Order. Such modification(s) shall be the result of negotiation and agreement between both parties. No change in this Order shall be made unless the Fire District gives its prior written approval. Seller shall be liable for all direct and consequential damages resulting from any unauthorized changes to the Order.
3. **ASSIGNMENT AND SUBCONTRACTING**: Seller shall not assign or subcontract the Order, or any part thereof, without the previous written consent of the Fire District, nor shall Seller assign, by power of attorney or otherwise, any of the money payable under this Order unless the prior written consent of the Fire District has been obtained. No right under this Order, nor any claim for money due, or to become due hereunder, shall be asserted against the Fire District, or persons acting for the Fire District, by reason of any so called assignment of this Order or any part thereof, or to become due under this Order. The instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or goods supplied.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by subcontractor, the subcontractor shall be immediately terminated by Seller upon notice from the Fire District. Seller shall be fully responsible and accountable to the Fire District for the acts and omissions of any subcontractors, and of persons directly or indirectly employed by the subcontractor, as it is for the acts and omissions of persons directly employed by Seller. Nothing contained herein shall create any contractual relationship between any subcontractor and the Fire District.

4. DELIVERY: All ordered goods shall be delivered F.O.B. destination, delivery charges prepaid, unless otherwise shown on the front of the Order. The goods shall be delivered to the fire station locations identified in the Cost Option Form.

Delivery will be made on or before the date indicated on the front of the Order. Seller shall be liable for damages resulting from Seller's failure to deliver by the delivery date or in conformance with this Order. Goods or the tender of delivery that fail in any respect to conform to the Order will not be accepted unless the Fire District gives its written acceptance.

5. INSPECTION: The Fire District reserves the right before payment or acceptance to inspect all goods and workmanship and shall have the right to reject all goods and workmanship that do not conform to the Order, provided; however, the Fire District is under no duty to make such inspection. The Fire District reserves the right to extend the date of acceptance of goods or workmanship in the event it determines that the nonconforming goods or workmanship can be seasonably cured.
6. TITLE: Title to goods shall pass to the Sonoma County Fire District at the F.O.B. point designated under Section 4 DELIVERY, subject to the Fire District's right to reject the goods.
7. ACCEPTANCE AND PAYMENT: Acceptance shall be made when the Fire District determines the goods or services conform to the Order, or when the Fire District notifies Seller that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Order, payment terms are net 30 days. In no event shall the Fire District be obligated to pay late fees or interest, whether or not such requirements are contained in Seller's invoice. Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an original and one copy of an invoice acceptable to the Fire District. Invoices for goods or services provided in June or for any goods or services not previously invoiced shall be submitted to Fire District no later than July 10 to facilitate Fire District's fiscal year end closing. The Fire District reserves the right to withhold up to ten (10%) percent of the Order price in the event it conditionally accepts nonconforming goods or services. In connection with any cash discount specified in the Order, time will be computed from the date of the complete acceptance of the goods or services, or from the date correct invoices are received at the location specified on the Order, whichever date is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the Fire District's warrant or check.
8. MATERIALS: Unless otherwise specified in the Order, materials used shall be of new and recent manufacture and of best quality.
9. WARRANTY: Seller warrants that all goods and services provided to the Fire District are free from defects. At no cost to the Fire District, Seller shall furnish and install all parts and pay any costs to repair goods or materials damaged by defective workmanship during Seller's and Manufacturer's warranty periods.

10. TERMINATION OF CONTRACT TO PURCHASE: If at any time: 1) Seller fails to conform to the requirements of the Order or breaches any of these Terms and Conditions; 2) Seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Seller which may interfere with Seller's performance hereunder; or 4) Seller has failed to supply an adequate working force, or material of proper quality, or has failed to deliver goods or in any other respect to prosecute the work with the diligence and force specified and intended herein, notice thereof may be served in writing upon Seller, and should Seller reject or refuse to provide the means for the satisfactory conformance with the Order as directed by the Finance Manager within the time specified in such notice, the Fire District in any such case shall have the right and power at its option and without prejudice to any other right it may have, to terminate the Order.
11. TERMINATION FOR CONVENIENCE: The Order may be terminated by the Fire District by giving ten (10) days notice to Seller in writing of its intent to terminate the Order. Upon such termination, Seller shall submit to the Fire District an itemized statement of services performed or goods delivered as of the termination date. The Fire District shall not in any manner be liable for lost profits that might have been made by Seller had the Order not been terminated or had Seller completed the services required by the Order.
12. LEGALITY: If any provision of the Order is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
13. CALIFORNIA LAW; VENUE: The Order shall be governed according to the laws of the State of California. The adjudication of any disputes related to the Order shall occur exclusively and solely in Sonoma County.
14. COMPLIANCE WITH LAWS AND REGULATIONS: Seller represents and warrants that Seller has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Seller to provide goods and/or services under the Order. Seller shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) California Occupational Safety and Health Administration (Cal/OSHA) regulations; and (iv) the Immigration Reform and Control Act of 1986. Seller shall, if requested by the Fire District, provide certification and evidence of compliance. If Seller is an out-of- state corporation, Seller warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

15. NON-DISCRIMINATION: With respect to the provision of goods or services under the Order, Seller agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

REQUIRED

FORMS

Note: Required Forms must be completed and attached as part of your bid response.

List of Forms:

Specifications Compliance

Piggyback

Cost Sheet

Warranty

Designated Contact

Signature Page

REQUIRED FORM
Specifications

Note: If you check "No", you must submit exception explanation below with additional details for the Fire District review.

Minimum Requirements	Yes	No
Delivery of bid items must be 30 days or fewer after receipt of purchase order		

Exception Explanation (Details):

REQUIRED FORM

It is the intent of Sonoma County Fire District to share the bid results with other fire agencies within Sonoma County and other governmental agencies. Governmental "Piggy-Back" opportunities allow for shared cost efficiencies amongst agencies by not duplicating effort.

BID ITEM(S) AVAILABLE FOR OTHER AGENCY "PIGGY-BACK" <i>(See Other Agency "Piggy-Back" Procurements in GENERAL PROVISIONS for terms and conditions of.)</i>	Yes _____ No _____
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REQUIRED FORM
Cost Sheet

<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	37	EA	Tempur-Pedic Adapt Medium Twin XL Mattress (No Substitutions)		
2	29	EA	Pacific Basic K Series Bed Frame		
3	37	EA	Removal of old Mattresses		
			<u>Subtotal</u>		
			<u>Delivery</u>		
			<u>Tax (8.50%)</u>		
			<u>Grand Total</u>		

Delivery Locations:

	<u># of Mattresses</u>	<u># of Bed Frames</u>
Station 1- 8200 Old Redwood Hwy Windsor, CA 95492	9	9
Station 2- 45 Lark Center Dr Santa Rosa, CA 95403	4	4
Station 3- 8600 Windsor Rd Windsor, CA 95492	8	0
Station 4- 207 Todd Rd Santa Rosa, CA 95407	4	4
Station 7- 6554 Mirabel Rd Forestville, CA 95436	3	3
Station 8- 6161 Bennett Valley Rd Santa Rosa, CA 95404	4	4
Station 9- 14100 Armstrong Woods Rd Guerneville, CA 95446	5	5

REQUIRED FORM

Warranty Information

The goods bid on shall be covered by manufacturer's standard warranty and the bidder shall be required, as part of the bid, to supply the warranty terms and conditions or state those terms and conditions by the manufacturer in the space provided below. Please provide complete warranty information for equipment bid.

Manufacturer's Warranty

Terms and Conditions

REQUIRED FORM

**Small Business/
Minority Owned Business/
Veteran Owned Business/
Woman Owned Business**

Is your business a Certified Small Business? Yes No
 Is your business a Certified Minority Owned Business? Yes No
 Is your business a Certified Veteran Owned Business? Yes No
 Is your Business a Certified Woman Owned Business? Yes No

Designated Contacts

Indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Request for Quotations.

<u>Sonoma County Fire District</u>	<u>Vendor</u>
<p style="text-align: center;"> Terri Bolduc Finance Manager 8200 Old Redwood Hwy. Windsor, CA 95492 (707) 892-2006 </p> <p>tbolduc@sonomacountyfd.org</p>	<p>_____</p> <p>_____</p> <p>_____</p>

REQUIRED FORM
Signature Page

<p>In compliance with the bid documents, the undersigned offers and agrees, if this Quotation is accepted, within one hundred twenty (120) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Note: Prompt Payment Discounts - discounts for prompt payment will not be taken into consideration in determining lowest bid:</p> <p align="center">_____percent, 20 calendar days; _____percent, 30 calendar days.</p>	
<p>Name and Address of Bidder:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone No.: _____</p>	<p>Signature of Person Authorized to Sign:</p> <p>_____</p> <p>Type Name: _____</p> <p>Type Title: _____</p> <p>Date of Bid: _____</p>