



**SAN JOAQUIN COUNTY  
PURCHASING AND SUPPORT SERVICES  
PURCHASING DIVISION**

David M. Louis, C.P.M., CPPO, CPPB  
Director

Jon Drake, C.P.M.  
Deputy Director

January 17, 2012

TO: ALL PROSPECTIVE BIDDERS  
FROM: REQUEST FOR PROPOSAL NO. 11-18 180 CHANNEL INFUSION PUMP  
REPLACEMENT PROJECT FOR SAN JOAQUIN GENERAL HOSPITAL

Ladies and Gentlemen:

Enclosed please find an invitation to bid with a bid form, a sample contract and job specification.

Sealed responses are to be received no later than **2:00, PM, PST, WEDNESDAY, FEBRUARY 22, 2012**. Please return your Proposal in a sealed envelope with the RFP number and the date and time of RFP opening.

Mail or deliver your response by the above date and time to the following address:

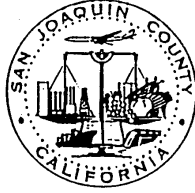
**San Joaquin County  
Purchasing and Support Services  
County Administration Building  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202**

If you have any further questions, please contact me at (209) 468-7007.

Sincerely,

David Freeman  
Deputy Purchasing Agent

DF:



**REQUEST FOR PROPOSAL  
RFP # 11-18**

**180 CHANNEL INFUSION PUMP REPLACEMENT  
PROJECT FOR SAN JOAQUIN GENERAL HOSPITAL**

Wednesday, February 22, 2012

San Joaquin County  
Purchasing and Support Services  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202-2931

**BUYER: David freeman, [dfreeman@sjgh.org](mailto:dfreeman@sjgh.org), (209) 468-7007**

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## KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

<u>Event No.</u>	<u>Description</u>	<u>Date</u>
1.	Release of RFP	<u>Monday,</u> <u>January 17, 2012</u>
2.	Last day for Proposers to submit questions	<u>Friday, February 3, 2012</u>
3.	Last day for County to answer questions	<u>Wednesday,</u> <u>February 8, 2012</u>
4.	Proposal is due no later than <b>2:00, PM, PST</b>	<u>Wednesday,</u> <u>February 22, 2012</u>
5.	Award	TBD

## **INTRODUCTION SHEET**

The County of San Joaquin, (County), is soliciting Proposals for its San Joaquin General Hospital (SJGH). Prospective Offerors are responsible for having full knowledge of this project and all issues affecting it.

### **PURPOSE:**

The purpose of this RFP is to solicit proposals from qualified vendors to replace and standardize our fleet of primary infusion pumps throughout the facility. The fleet consists of 180 channels and will be replaced incrementally over a three (3) year period. The agreed upon price shall stay in effect for the entire three years.

### **BACKGROUND:**

SJGH is a Joint Commission (JC) accredited acute care Hospital with 196 licensed beds and an extensive Ambulatory Care System consisting of multiple clinics located on the Hospital grounds and throughout San Joaquin County. On an annual basis, the Hospital provides services for approximately 12,000 inpatient admissions totaling over 47,000 patient days, 42,000 Emergency Department visits, and over 130,000 Outpatient Clinic visits. SJGH is also a teaching hospital with accredited Surgery, Family Medicine and Internal Medicine Physician Internship and Residency programs. The Hospital also serves as a clinical teaching site for allied health professional education programs including nursing and radiologic technology students.

SJGH is a member of Amerinet and Novation Group Purchasing Organizations and encourages their use whenever possible.

## **SYSTEM REQUIREMENTS**

1. The system(s) must provide all functionality to meet the needs of a full-service institution.
2. All proposed systems must be in full production and in clinical operation at the time of this bid response. It is the responsibility of the bidder to provide information in the bid response that assures the Buyer the proposed system is indeed in full production. This includes such information as service manuals, reliability tests, installation data, and dimensional data. All specified capabilities are fully and satisfactorily operational at other comparable clinical sites.
3. The vendor must currently provide a high percentage of the functions and features outlined in the Functional Requirements (Equipment Specifications) section of this RFP without major modification/customization.
4. The functions deemed most important by SJGH are met by the existing production version of the application software.

## **VENDOR REQUIREMENTS**

1. The vendor shall have field service support personnel engineers (FSE) with the appropriate functional and technical expertise readily available to support SJGH. Vendor should specify number of FSE in area for this specific technology and number of units supported in area and/or region.
2. The vendor has established an existing base of customers who are satisfied with the vendor's entire proposed system(s) and/or applications.
3. The vendor has systems support personnel with the appropriate functional and technical expertise who are readily available to support the client, including clinical support and education.
4. The vendor is fully committed to the ongoing support of its products and services in an attentive and timely manner.
5. The vendor offers a maintenance agreement to monitor system performance and provide modifications requested by SJGH.
6. The vendor is fully committed to the health care industry concerning breadth of product base, product development plans, and research and development expenditures.
7. The Vendor is willing to provide demonstration units at SJGH in order to evaluate functionality prior to purchase or award of the contract.

## FUNCTIONAL REQUIREMENTS

Vendor Responses should be **Y** – Meets Criteria, **N** – Does Not Meet, **I** –In Process; or furnish the specifications requested.

If more explanation is required, please detail your solution in a separate document and reference question number.)

	<i>Functional Requirement</i>	<i>Vendor Response</i>	<i>Notes</i>
	<b>DELIVERY MODE</b>		
1.	Will system autotaper drug delivery?		
2.	Will system delay the start of the drug delivery for a set period?		
3.	Are drug dose calculations performed on the unit?		
4.	Does unit alert user of out-of-range doses?		
5.	Can each defined channel be labeled with a drug name?		
6.	Does unit contain a set number of drug names to choose from for labeling channels?		
7.	Is the user able to program multiple doses for drug delivery?		
8.	Is dose/rate titration programmable?		
9.	Does unit offer free-flow protection?		
10.	Does free flow protection meet JCAHO standards?		
11.	Is system capable of concurrent and non-concurrent infusion? How many?		
12.	What are volume limitations for concurrent infusions?		
13.	Can the pump be placed in a controller mode?		

	<i>Functional Requirement</i>	<i>Vendor Response</i>	<i>Notes</i>
14.	Can the unit be placed into a PCA configuration?		
15.	What is the maximum PSI delivered by pump?		
16.	Does the pump allow gravity infusion?		
17.	Are the volume and rate controls tamper-resistant?		
18.	Does a drop sensor monitor flow?		
19.	Can the pump be configured for micro and macro flow rates?		
20.	Is the unit capable of delivering drugs in a Verstaper/Multi-step mode?		

	<b>FLUID DELIVERY SPECIFICATIONS</b>		
21.	Can blood be delivered?		
22.	Can platelets be delivered?		
23.	Can pump deliver TPN?		
24.	Does the unit have a selectable air-in-line detection?		
25.	Will the unit auto-start following occlusion?		
26.	Will the drop sensor monitor flow?		
27.	Can it be configured for syringe delivery?		
28.	What is the KVO rate range: ____ mL/hr to ____ mL/hr in ____ mL/hr increments.		
29.	What is the Flow rate range: ____ mL/hr to ____ mL/hr in ____ mL/hr increments.		

	<i>Functional Requirement</i>	<i>Vendor Response</i>	<i>Notes</i>
30.	What is the VTBI range: ____ mL to ____ mL.		
31.	Is the unit capable of displaying continuous pressure?		
32.	Does the pump have pressure history display?		
33.	Is programmable occlusion detection available?		

	<b>DISPOSABLE REQUIREMENTS</b>		
34.	Are standard tubing sets available?		
35.	Are needle-less sets available?		
36.	Will Baxter tube sets work with the pump you are proposing?		

	<b>PHYSICAL SPECIFICATIONS</b>		
37.	Are there critical alarm value programmed into the apparatus?		
38.	The weight is ____ lbs./Kg.		
39.	Is the display contrast adjustable?		
40.	Are the alarms adjustable?		

	<b>POWER SPECIFICATIONS</b>		
41.	Does the unit have a battery life indicator?		
42.	The minimum battery life for all channels programmed at 100 / 125 mL/hr is _____ hours.		
43.	The maximum recharge time to 95% capacity is ____ hrs.		

	<i>Functional Requirement</i>	<i>Vendor Response</i>	<i>Notes</i>
	<b>SERVICE</b>		
44.	Can the error log be displayed/downloaded?		
45.	Can event history be displayed/downloaded?		
46.	Does the unit have a learn/teach mode?		
47.	List which information system(s) unit can interface with.		
48.	Can electronic patient data be transferred to remote site/monitor?		
49.	State the maximum number of beds that can be networked and describe capabilities.		
50.	Is unit easily cleaned between patient uses?		

	<b>DATA MANAGEMENT</b>		
51.	Can unit interface with other departments and physicians' offices for data capture?		
52.	Is Error Reduction Software standard? Describe?		
53.	Is a drug library available or must it be built by purchaser?		
54.	If a drug library is available may it be modified by purchaser?		
55.	How frequently must the software be updated?		
56.	What additional equipment is necessary to maintain the software? (PC, server, etc.)		
57.	Are pumps capable of downloading error prevention reports?		
58.	Does pump have wireless capability? Describe.		
59.	Is a bar-coding solution available?		

## **SUPPORT, MAINTENANCE AND WARRANTY REQUIREMENTS**

This section should be completed by cross-referencing to supplemental documentation, which will thoroughly answer the question, or by supplying a Yes/No response (where appropriate.)

### System Support

1. Describe the support your company is capable of providing on a continuing basis (i.e. for system software and application software). \_\_\_\_\_
2. Describe the method you use for charging for support services. \_\_\_\_\_
3. Describe the normal procedure for a user to follow when reporting a problem to the vendor. \_\_\_\_\_
4. Describe any "hot-line" type services that are available to users to report problems or ask questions. \_\_\_\_\_
5. Describe the problem escalation process. \_\_\_\_\_
6. Provide the name and location of the Primary Engineer. \_\_\_\_\_
7. Provide the name and location of the Secondary Engineer. \_\_\_\_\_
8. Provide the name and location of the Service Manager. \_\_\_\_\_
9. Provide the primary location of your parts inventory. \_\_\_\_\_
10. Provide the secondary location of your parts inventory. \_\_\_\_\_
11. Provide a detailed on-site parts inventory you will consign for optimized services and uptime. \_\_\_\_\_

### System Maintenance

1. Describe the procedure for requesting product changes. \_\_\_\_\_
2. How does the purchaser apply updates/enhancements/fixes? \_\_\_\_\_
3. What documentation is provided with each update / enhancement / fix? \_\_\_\_\_
4. Will the vendor(s) support the system if the user elects to not install the updates? \_\_\_\_\_
5. Describe and detail all schooling and related items required for in-house clinical engineering personnel to provide cooperative service. \_\_\_\_\_
  
6. Describe any and all company specialized tools required to perform \_\_\_\_\_

cooperative service.

\_\_\_\_\_

7. Provide a description and remedy for any current or past recalls or regulatory action for the pump proposed.

\_\_\_\_\_

System Documentation

1. Are documentation updates provided at no additional cost? (Yes/No)  
In what format would documentation updates be provided (i.e. printed, electronically, both)?
2. Is the documentation available on-line? (Yes/No)
3. Will you provide a full set of documentation at each location upon request? How often and in what form?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Warranty

1. Will the vendor agree to the warranty period starting on the successful completion of the acceptance test or first clinical use of the system by SJGH?
2. What is the warranty period?
3. Will the vendor cover parts and labor in the warranty agreement?
4. During the warranty period, can SJGH reserve the right to require replacement of any component, which does not maintain at least 80% availability during the 0500-1800 time period on weekdays for any one-month period?
5. Will the vendor provide a detailed description of their policy on software updates supplied during and after the warranty period, to include minor updates (patches), major updates, major revisions, etc.?
6. After final acceptance, should the system become inoperative for longer than 48 hours due to a malfunction of equipment purchased from the vendor during the warranty period, will the vendor agree to extend the warranty period 48 hours plus 24 hours for every additional day that the system is inoperative?
7. Will the vendor agree that, failure of the system to meet agreed-to specifications and parameters will automatically extend the warranty period of the total system by the amount of time it took for the system to be compliant with said specifications and parameters?
8. Provide the promised up time percentage, calculation methodology, guarantee and remedy if required.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OPTIONS FOR EXTENDED WARRANTY**

**a) Full service option (all components covered)**

Coverage detail:

Number of preventative maintenance visits included per year \_\_\_\_\_

Guaranteed response time by phone, \_\_\_\_\_ minutes

Guaranteed response time in person, \_\_\_\_\_ minutes

Coverage hours (please detail all options)

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ unlimited

**b) Cooperative Option**

Coverage detail:

Number of preventative maintenance visits included per year \_\_\_\_\_

Guaranteed response time by phone, \_\_\_\_\_ minutes

Guaranteed response time in person, \_\_\_\_\_ minutes

Coverage hours (please detail all options)

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ unlimited

# COST STRUCTURE PROPOSAL

## **COST PROPOSAL:**

Cost proposals are to be provided in the manner described herein and submitted in a **separate sealed envelope**.

When submitting cost information, Proposer must provide a detailed breakdown of all costs associated with the purchase of the equipment/or the provision of services.

**Please include net pricing for supplies that will be tied to purchase of pumps for the next 5 years. If this pricing is tied to a GPO please identify which GPO.**

Proposal must be valid for a period of One Hundred Eighty (180) working days.

The County desires to trade in existing equipment as described below. Proposers are to provide proposals which take into consideration all of the trade-in equipment.

## **Existing Equipment**

- 82 ea.           Baxter 6201 single channel purchased between 95-02
- 20 ea.           Baxter 6301 double channel purchased between 94-95
- 16 ea.           Baxter Colleague single channel purchased 2000
- 14 ea.           Baxter Colleague triple channel purchased 00-02

## COST PROPOSAL

**(submit in a separate sealed envelope)**

Having reviewed the RFP document, proposer hereby proposes to furnish all, transportation, equipment and services necessary, **as described in the Cost Information Work Sheets on Page 14**, including State of California and local sales or use taxes, license or permit fees, if any, for the 180 Channel Infusion Pump Replacement Project for San Joaquin General Hospital, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Off Contract hourly service rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Extended Warranty Option A: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Extended Warranty Option B: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**Please include net pricing for supplies that will be tied to purchase of pumps for the next 5 years. If this pricing is tied to a GPO please identify which GPO.**

**Pricing shall be valid for a minimum of 180 days from due date.**

**COST INFORMATION WORK SHEET**

**(submit in a separate sealed envelope)**

Category	One-Time Purchase	Year 1	Year 2	Year 3	Year 4	Year 5	Five-Year Total Cost
Equipment ***							
System Hardware ***							
System Software ***							
Communications Hardware ***							
Communications Software ***							
Service Contract Costs **							
Other:							
Conversions ***							
Interfaces ***							
Documentation ***							
Installation Fees (include out-of-pocket expenses) ***							
Applications Training ***							
Shipping Fees ***							
Taxes ***							
<b>Total Purchase Costs (Base Bid) ***</b>							

\* It is the intent to capture a five-year cycle cost. Please provide all potential expenses. If you are proposing more than one acquisition method, please provide a worksheet for each alternative.

\*\* Please complete with full service contract cost.

\*\*\* For the entire replacement fleet.

## GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) of San Joaquin General Hospital and the Purchasing Department.

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested; and for the following minimum requirements:

1.	Functionality	15 points
2.	Error Reduction System	15 points
3.	Technical Support	20 points
4.	Cost	<u>50 points</u>
5.	Total	100 points

## **GENERAL PROPOSAL REQUIREMENTS**

### **1. BASIS FOR SELECTION AND CONDITIONS**

A responsive proposal is one that meets all terms, conditions, and specifications of the RFP. The bid must comply with the content requirements of the RFP documents. The Proposer must perform and do what the RFP documents and contract required and said they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a proposal might be declared and found to be non-responsive include:

- Proposal is substantially incomplete
- Proposal is not signed
- Proposal is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies appear in the response

A responsive proposal conforms to RFP specifications. However, a proposal which substantially conforms, though not strictly responsive, to a call for proposals may be accepted if the variance cannot have affected the amount of the proposal or given a Proposer an advantage or benefit not allowed other Proposers or, in other words, if the variance is inconsequential. The County reserves the right to reject any and all proposals or alternatives and waive any informality or irregularity in the proposals or in the bidding, and to determine responsiveness and responsibility of Proposer, including but not limited to those areas mentioned above.

2. The County of San Joaquin has a 5% local vendor preference; however the preference shall not exceed \$7,500.00 per bid. Click on the link below to view San Joaquin County's Policy and Procedures.

<http://www.sjgov.org/SupportServ/dynamic.aspx?id=10217>

3. **SAN JOAQUIN COUNTY GREEN PURCHASING POLICY:**

San Joaquin County has a Green Purchasing Policy; please click on the link to view.

<http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128>

### **4. SUBMITTAL FORMAT**

A. Forms to be included in your response are listed below:

- 1) Identification Sheet
- 2) W-9
- 3) Licenses / Certifications as required
- 4) References
- 5) Evidence of FDA Approval
- 6) Addendum(s)

**Vendors are to indicate acknowledgement, sign, and return Addendum(s) with their response. The County reserves the right to reject any responses deemed to be non-responsive.**

**One (1) copy of proposal clearly marked "ORIGINAL" and six (6) copies clearly marked "COPY"**

5. **SPECIFICATION CHANGES:**

The County may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

8. **AMENDMENTS:**

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Proposer's responsibility to obtain, sign and submit all addendum(s) for the RFP at:

<http://www.sjgov.org/supportserv/Control/PurchasingBids.asp>

**Failure of Proposer to not submit signed addendum(s) with their proposal shall be cause for rejection.**

**Any exceptions taken to this RFP shall be clearly stated in writing.**

9. **RFP WITHDRAWAL:**

Any Proposer may withdraw their proposal, either personally or by written request, at any time **prior** to the date and time due.

10. **RIGHT TO REJECT PROPOSALS:**

San Joaquin County reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

11. **EXAMINE SPECIFICATIONS:**

Proposer shall thoroughly examine and be familiar with the specifications herein. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer's offer or to the

contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

12. **SITE INSPECTION:**

Proposers shall have examined the work sites, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

13. **ALL RFP DOCUMENTS PART OF FINAL CONTRACT:**

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

14. **EXCEPTIONS:**

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

15. **RESULTING CONTRACT:**

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.

Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract". Any contentions **must** be submitted with your RFP.

16. **NOTICE:**

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to County of San Joaquin, Purchasing Department, 44 N. San Joaquin Street, Suite 540 Stockton, CA, 95202-2931, Attention: **David Freeman, RFP #11-18**

**COOPERATIVE / PIGGYBACK CLAUSE**

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids/proposals, **at the option of the vendor**, other public agencies or public corporations, including any county, city, town, school district, community college, public utility district or other public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to any applicable Public Contract or other relative legal Code.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

**Acceptance or rejection of this clause will not affect the outcome of the bid/proposal.**

Piggyback option granted \_\_\_\_\_

**(Vendor please initial)**

Piggyback option not granted \_\_\_\_\_

**IDENTIFICATION SHEET**

**RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

**Type or print the following information:**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip)

Name: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Years in business: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Name of Insurance carriers: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Workers' Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

**REFERENCES**

**SIMILAR CONTRACTS/RFPS PERFORMED:** List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ through \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ through \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ through \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

**(Title 23 United States Code Section 112 and Public Contract Code Section 7106)**

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

**Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.**

**Proposer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **Submittal of Proposals**

Sealed Proposals will be received at the Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202-2930, until **Wednesday, February 22, 2012, 2:00,PM PST.**

### **ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:**

Request for Proposal 11-18  
Purchasing Agent  
County of San Joaquin  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202-2931

**The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.**

PROPOSALS WILL NOT BE ACCEPTED AFTER **Wednesday, February 22, 2012, 2:00,PM PST.** ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

**THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.**

**PROPOSAL AUTHORIZATION**

**SIGNATURE PAGE**

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

This Signature/Authorization page must be in Section 1 of your Proposal.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Agent

## EXHIBIT A

### TERMS AND CONDITIONS

1. **TAX** Unless otherwise specified, the unit prices stated herein do not include Sales or Use Tax.
2. **INSPECTION** Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
3. **COPYRIGHT** The vendor shall hold the County of San Joaquin, its officers, agents, servants, and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliance furnished or used under this order.
4. **ACTS OF GOD** The vendor may not be held liable for failure or delay in the fulfillment of this order or prevented by fires, strikes or Acts of God.
5. **FURNISHED MATERIAL** Stock which may be furnished by the County to be used in this order shall be returned to the County free from damage from any cause and in accordance with all other terms and conditions of bid and order.
6. **F.O.B.** Unless otherwise stated, all shipments shall be F.O.B. Destination, on shipments sold F.O.B. point-of-origin - prepay charges and add to invoice. Original copy of paid express of freight bill must be attached to invoice.
7. **WARRANTY** Notwithstanding any other provisions of this order, seller warrants that the materials, supplies or services furnished shall be of the most suitable grade and exactly as specified in this order. Such warranty shall include the following: performance, workmanship, labor, materials, seller's design or engineering contributions. If a defect is discovered in any item of materials, supplies or services covered in this order, seller shall correct at his expense (including shipping) such defects as are reported within one year after final acceptance of the applicable warranty period. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud, or such gross mistakes as amount to fraud, latent defects or specific failure to comply with the terms of this order. Unless otherwise stated in this order, the minimum acceptable warranty shall be one year from the date of acceptance by the County.
8. **TRADE-IN** The County of San Joaquin makes no guarantee or warranty as to the condition, completeness or safeness of any material or equipment that may be traded-in on this order.
9. **HOLD HARMLESS** The vendor agrees to defend, indemnify, and hold harmless the County of San Joaquin, its officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out

of the performance of this agreement, or any act of omission of vendor, its agents, employees and servants, or for product liability or breach or warranty of vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

10. **CODE REQUIREMENTS** All materials supplied are to be in conformance with all federal, state and local codes including, but not limited to, OSHA and CAL OSHA.
11. **OTHER TERMS AND CONDITIONS** The only terms and conditions that are valid are those agreed to by both parties as shown by written signature.
12. **RESPONSIBILITY** Unless otherwise specified, the vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point and the vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
13. **CHANGES** This purchase order may at any time, by written order, be changed in regard to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. In the event such change causes an increase or decrease in the cost or performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given thereof.
14. **VARIATIONS-QUANTITIES** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered by the Purchasing Agent.
15. **TERMINATION** This purchase order may be terminated in whole or in any part at any time by written notice and the County shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination and failure of the vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.