



**NORTH CENTRAL TEXAS
TRAUMA REGIONAL ADVISORY COUNCIL**

Request for Proposal

Mass Fatality Management Trailers

600 Six Flags Drive, Suite 160
Arlington, Texas 76011
(817) 608-0390

An equal opportunity employer
Auxiliary aids are available upon request for persons with disabilities



NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL

REQUEST FOR PROPOSAL February 2011

OVERVIEW

The North Central Texas Trauma Regional Advisory Council (NCTTTRAC) is a regional nonprofit agency which supports hospital and emergency management systems preparedness activities. NCTTTRAC serves a 19 county area surrounding the Dallas / Fort Worth area. Its membership includes representatives from city and county jurisdictions, hospitals, and EMS agencies. NCTTTRAC serves as the contractor for the federal Office of the Assistant Secretary for Preparedness and Response (OASPR) Hospital Preparedness Program, operated under guidance of the Texas Department of State Health Services.

NCTTTRAC is seeking proposals from vendors so as to procure up to ten mass fatality management trailers (hereafter, "trailers"). The project is anticipated to be awarded in early April, 2011, and must be completed by August 15, 2011. Product delivery will be at a location to be determined within the Dallas / Fort Worth, Texas metropolitan area.

QUESTIONS

All questions concerning this RFP must be in writing, via e-mail or fax. Submit to:

Jon Shoemake
Logistics and Transportation Supervisor
(fax) 817-608-0399
jshoemake@ncttrac.org

Answers to questions asked will be distributed simultaneously to all known prospective bidders without identifying the firm who asked the question(s).

EVENT SCHEDULE

RFP Issued
RFP Submission Deadline
Evaluation of Proposals
Contract Begins
Contract Ends

DATE

February 15, 2011
March 11, 2011
March 18, 2011
TBD, after April 1, 2011
August 15, 2011

RFP SUBMISSION INSTRUCTIONS

Proposal responses **must be received in the NCTTRAC offices no later than Monday, March 11, 2011 by 5:00 PM CST.** Responses must be mailed or delivered to the address below and identified as **RFP #NCT-110002 Mass Fatality Management Trailers** in the bottom left-hand corner of each submission envelope and proposal page. Submit to:

Physical Address

Jon Shoemake
Logistics
NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, TX 76011

Mailing Address

Jon Shoemake
Logistics
NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, TX 76011

Electronic mail or fax responses **will not be accepted** nor will they be considered for award. Late responses will be returned to the proposer unopened. NCTTRAC time and date stamp will be used to determine delivery time and date.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Open Records Act. All information obtained during the course of this RFP process will become the property of NCTTRAC.

A person authorized to sign contracts on behalf of the proposing company must sign proposals.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of NCTTRAC may be altered by letter or fax transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening. A facsimile should not reveal the proposal price but should indicate the addition, subtraction, or other change in the proposal.

A proposal that is in the possession of NCTTRAC may be withdrawn by the proposer in person or by written request up to the time of the proposal opening. Proposals may not be withdrawn after the proposal opening.

SCOPE OF WORK

Intent of Specifications:

It is the intent of this specification to cover the furnishing and delivery of up to ten custom manufactured trailers capable of holding 20 – 24 deceased human remains for transport between facilities such as hospitals and temporary disposition sites. Trailers must be furnished with refrigeration powered by an onboard electrical generator and by shore power. Refrigeration must be capable of being operated when trailer is in motion. Trailers must be equipped with portable racks and body pans. A foldable, or removable work station near the entrance door permitting operation of a laptop computer with 110 VAC installed. Detailed specifications follow. The purpose of this process is to obtain the best, most acceptable trailers for the service of the North Central Texas Trauma Regional Advisory Council (“Buyer”). This specification covers only the general requirements of the construction and testing to which the trailer units must conform, in addition to certain details regarding the finish, equipment and appliances with which the successful bidder

must conform. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. Trailers proposed by the bidder shall meet the requirements of Federal Motor Vehicle Standards, except where amended herein. Loose equipment shall be provided only as stated in the following pages.

Bids will only be considered from companies ("Bidders"), which have an established reputation in the field of trailer construction. Further, the bidder shall maintain dedicated service facilities at his manufacturing location for the repair and service of the products. Evidence of such a facility shall be included in the bidder's proposal.

Each bidder shall furnish satisfactory evidence of his ability to construct the trailer units as specified and shall state the location of the factory where the trailers are to be built. They shall also demonstrate that they are in the position to render prompt service and to furnish replacement parts for said trailers.

Each bid shall be accompanied by a set of "Contractor's Specifications." These specifications shall consist of a detailed description of the trailers and equipment proposed, including the size, type, make and model of all component parts and equipment. They will also indicate the tests and standards to which the trailers furnished under contract must conform.

Bidders that have been disbarred from federal or state contracts will not be eligible for award.

Manufacturers shall provide specifics of construction, construction methods, components and operational data with bid.

Quality and Workmanship:

The design of the trailers must embody the latest approved trailer engineering practices. The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points:

- A. Accessibility to and ease of operation of the various items which require periodic maintenance.
- B. Welding
 - 1) Welding shall not be employed in the assembly of the trailers in a manner that will prevent the ready removal of any component part for service or repair.
 - 2) All steel welding will be in compliance with the American Welding Society Standard D1.1-96.
 - 3) All aluminum welding shall be in compliance with the American Welding Society and ANSI D1.2-96.
 - 4) All welding personnel will be certified as "Qualified" under AWS welding codes.
 - 5) The manufacturer is required to have an American Welding Society certified Welding Inspector in the plant during working hours to monitor weld quality.

Buyer's Rights:

ACCEPTANCE OR REJECTION: The Buyer reserves the right to accept or reject any and all bids on such basis, as deems to be in the best interest of the Buyer and is not bound to accept the lowest bid.

BID PROPOSAL TIME LIMITS AND BID WITHDRAWALS: All bids submitted to the Buyer shall remain in effect for a period of (90) ninety calendar days.

Only written bid withdrawals will be accepted by the Buyer. Bid withdrawals, received less than (3) three working days, prior to the advertised bid opening, will not be accepted.

Penalty Clause:

This project will be funded by a federal grant which requires receipt of all trailers and project closeout by August 15, 2011. Failure to deliver completed and accepted products by this date may result in cancellation of all, or part, of the project.

Drug Free Workplace:

The bidder shall conduct business as a Drug Free Work-place. The Bidder/manufacturer shall provide notice to their employees as required under the Drug-Free Workplace Act of 1988. A copy of the bidder's Drug-Free Workplace policy shall be furnished to the Buyer upon request.

Delivery:

The successful bidder shall deliver trailers to the North Central Texas Trauma Regional Advisory Council at its facility in the Dallas / Fort Worth Texas Metroplex. Upon receipt by the Buyer, the trailer generators shall contain a full tank of fuel and all components shall be serviced in accordance with the manufacturer's recommendations. Units shall be ready to operate.

The successful bidder shall make available an individual who will remain in the DFW Metroplex region a length of time sufficient to instruct cognizant personnel in the proper operation, care, and maintenance of the equipment delivered.

Information Requirements:

At the time of delivery the manufacturer must supply complete operation and maintenance manuals and as-built schematic drawings covering the completed trailers as delivered.

Performance Tests and Requirements:

Bidders must identify appropriate product manufacturing standards, testing standards, and certifications as part of their proposal, and show proof of the successful completion of such standards, tests, and certifications:

Liability:

As a condition of bid acceptance, the bidder shall assume the responsibility of defending any and all suits and assumes liability for the use of any patented process, device, or article forming a part of the trailers or any appliance furnished under the contract.

The bidder shall also carry a \$10,000,000 Product Liability policy, and include with the bid a copy of the insurance policy showing said amount.

Specification Bid Requirements:

Bidders must indicate in the "Yes/No" column if their bid complies on each ITEM (PARAGRAPH) specified. **Exceptions shall be listed and fully explained on a separate page.** All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the Buyer to be included in the proposal, regardless of the cost to the bidder. Exceptions shall be considered only if they are equal or superior to the specification and provided they are listed and fully explained on a separate page. **The decision**

as to whether any exception is approved, as being equivalent or superior, shall be entirely that of the NCTTRAC.

Proposals taking total exception to specifications shall not be acceptable.

Also, bidders shall submit a detailed proposal. A letter only, even though written on a company letterhead, shall not be sufficient. Bid proposals shall be submitted in the same sequence as specifications for ease of evaluation, comparison and checking of compliance. **An exception to these requirements shall not be acceptable.**

Approval of Drawings:

A drawing of the trailers shall be prepared by the manufacturer and be approved by the Buyer before construction begins. Both the Buyer's and manufacturer's representative shall have a copy of this drawing, which shall become a part of the total contract. It must include, but is not limited to, such items as the chassis, walls, floors, ceilings, ramps, refrigeration, generators, towing equipment, and ancillary equipment, and include compartment locations and dimensions, etc. Print is to be a visual interpretation of the trailers to be built. Any exception to these requirements may be cause for rejection. For production purposes, computer- aided design (CAD) drawings may be used to reference the final drawings.

A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the Buyer showing any changes made to the approval drawing.

Performance Bond:

The successful bidder shall furnish to the Comptroller, North Central Texas Trauma Regional Advisory Council, a 100% Performance Bond within seven (7) days after notification of the intent to award contract. **THE PERFORMANCE BOND MUST BE FURNISHED BY THE COMPANY WHO WILL MANUFACTURE THE EMERGENCY CARE UNIT PROPOSED. BONDS PROVIDED BY SALES PERSONS OR AGENTS ARE NOT ACCEPTABLE.**

Documents and Manuals:

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE BID PACKAGE: The bidder shall submit with the bid package the following documentation:

- A. Detailed 3-view drawing of the proposed trailer, listing dimensions including BBC, WB, CA, OAH, etc.
- B. Manufacturer's published literature for all major components, i.e., braking system, refrigeration system, generator, etc.
- C. Manufacturer's published literature for the proposed body and chassis
- D. Detailed multiple – view drawings of the proposed body. Drawings must be "D" size and be produced by the body manufacturer and signed by the apparatus body manufacturer's chief engineer. Generic drawings and / or drawings of "similar or like apparatus" are not acceptable.
- E. An outline indicating the overall length, width, height, wheelbase, turning radius, and tongue height of the proposed finished apparatus
- F. All compartment sizes
- G. Individual axle loads, axle load limits, and estimated fully loaded weight of the apparatus

REQUIRED DELIVERY ITEMS: The Manufacturer will provide the following to the Buyer, upon completion of the trailers:

- A. Two (2) illustrated parts manuals for each trailer shall be provided by the manufacturer upon delivery of the trailers. Parts description is to be of the expanded-drawing type and shall show all component parts;

- B. Four (4) copies of the Master Shop Repair Manual, two (2) each in text format, and two (2) in electronic format (CD or DVD);
- C. Two (2) complete Parts Manuals (text)
- D. Two (2) Operator's Manuals
- E. Two (2) sets electrical and refrigeration systems troubleshooting guides for the complete apparatus

****Note:** All manuals shall be factory-printed, official editions.

REQUIRED DELIVERY ITEMS – 48 HOURS PRIOR TO DELIVERY: The Manufacturer will complete all required portions of the following documents and submit forms to NCTTRAC at least two (2) working days prior to delivery of the completed trailers:

- A. Application for Texas Certificate of Title, Texas Form 130-U (Rev. 09/09)
- B. Component Part(s) Bill of Sale, Texas Department of Transportation form VTR-63 (Rev. 2/2006)
- C. Standard of Safety Statement, Texas Department of Transportation form VTR-470 (Rev. 3/2000)
- D. Rebuilt Vehicle Statement, Texas Department of Transportation form VTR-61 (Rev. 10/2008)
- E. Notice of Assigned Number or Installation of Reassigned Vehicle Identification Number, Texas Department of Transportation form VTR-68-N (Rev. 1/2006)
- F. Application for Assigned or Reassigned Number, Texas Department of Transportation form VTR-68-A (Rev. 09/2009)
- G. Statement of Physical Inspection, Texas Department of Transportation form VTR-270 (Rev. 5/2007)
- H. Certificate of Origin
- I. Line set sheet
- J. Odometer statement (in addition to odometer statement on Certificate of Origin)
- K. Applicable warranty certificate(s)

Testing and Inspection:

The trailers furnished, as required herein, shall be physically inspected at the delivery site within the Dallas / Fort Worth Metroplex by NCTTRAC personnel before the unit is accepted ("Acceptance Inspection"). Appropriate measurements may be taken to ensure compliance with the specifications.

Training:

The Manufacturer shall provide training for operation and maintenance of installed refrigeration and generator systems, and ancillary equipment.

General:

Literature:

Factory-printed literature shall contain complete specifications and warranty, shall be submitted with the bid, and becomes an integral part of the bid. If literature submitted does not indicate compliance with specifications contained herein and bidder's firm can meet these specifications with accepted modifications, it must be stated in writing, listing necessary modifications and submitted as an integral part of the bid.

Unless replaced by optional equipment specified herein, the unit shall retain all standard features and equipment as shown in published literature.

Manufacturer shall provide a summary document reflecting all warranties and actions required for implementing warranties for all installed equipment.

TECHNICAL SPECIFICATIONS

Trailer Chassis and Body:	Trailers shall have the capability to hold 20 – 24 human remains in body pans held by racks
	Trailer should be a minimum of 18'L x 8'W x 7'6" H (Interior Height)
	Trailer should have a minimum of a 36"W rear ramp door with 36" aluminum rear ramp extension and steel ramp gap cover. A split ramp is not acceptable.
	A-Frame should have a minimum of a 12" extension
	Trailer floor and rear ramp to be covered in a one piece non-slip washable
	Interior sidewalls and ceiling shall be covered with tractor trailer grade Kemlite that is washable
	Trailer shall have a minimum of 5" thick foam insulation on all walls, ceiling, and floor with a minimum of an R-28 value
	Trailer to have a steel dual wall interior to provide strength and air gap for better insulation properties
	Trailer shall include a 24" stone guard
	Aluminum exterior with matching color rivets
	Chrome wrapped front corners
	Steel covered A-frame
	H-Post sidewalls
	Trailer should include a minimum of 12' of E-Track welded to sidewalls and front wall for securing items for transport
	PVC / Vinyl strip curtain will be installed to retain chilled air when rear ramp door is open
	Rubber mud flaps front and rear. Rear mud flap to be full width of body
	Reflectors - (3) on each side and (2) on rear
	Fold-down computer desk – a folding desk with locking device will be installed to permit use of a laptop computer. 110 VAC power receptacle will be installed within 4 feet of the folding desk.
Coatings	Color – Exterior shall be solid color exterior polyurethane white paint. Interior wall and ceiling color shall be white.
	Rustproofing. All chassis framing, fastners, and suspension system are to be painted with a rust inhibiting paint or coating.
	Entire underbody shall be completely undercoated with asphalt emulsion water-based undercoating after body to chassis mounting for maximum rustproofing.
Lighting and electrical specifications	All wiring shall be color coded and numbered. Wiring harness enclosed in protective convoluted conduit. Wiring shall be fire retardant.
	Trailer shall include a minimum of 4 - 12 volt dome lights with wall switch located at rear door.
	Trailer shall include a minimum of 2 - 12 volt loading lights with wall switch located at rear door. Lights to be mounted over rear door
	Trailer shall include a 12 volt deep cycle battery system with battery charger. Battery shall be a Group 31 type battery with master battery cut-off switch.
	Trailer shall include a minimum of 2 – 110 Volt fluorescent light fixtures with diffusers
	Trailer shall be able to operate solely off of 110 volt power. This is to include interior lighting and refrigeration system.
	Electric shoreline - A shoreline electrical connection shall be provided on the exterior of the vehicle to allow connection to an existing power source

	such as a building or other generator to enable operation of all on-board options. Feature will allow vehicle to remain connected to external power source for and unlimited amount of time. Provide appropriate gauge 100 foot long 110VAC cord with fitting lock connector for trailer end.
	Electric Breaks with emergency break away battery system
	DOT approved LED exterior lighting
	Trailer to have a minimum of a 6000 watt generator with electric start.
	Trailer shall have one 12 volt power source with sealable weather caps located at externally at each wheel well
	<u>Access</u> - Main body wiring harness is fully accessible thru removable raceways or access panels on driver's side of vehicle
	Wiring harness is protected by manual reset circuit breakers
	Wiring is color coded and numbered and flame retardant
Generator specifications	Generator to be housed in an aluminum housing that can be removed for generator service or removal of generator completely.
	OHVI Overhead Valve Industrial Engine with full pressure lubrication and spin-on filter
	High performance alternator
	Steel fuel tank with fuel gauge
	1.25" Hardened steel tube cradle
	Circuit breaker protected outlets
	Low tone muffler
	Minimum Fuel Capacity 9 US gallons
	Minimum 12 Hour Run Time at 50% load
Refrigeration specifications	Refrigeration system to be a commercial over the road refrigeration unit
	Front Wall Mounted Condenser. Ceiling Mounted Evaporator
	Remote LED Temp Control and Monitoring.
	Automatic Hot Gas Defrost
	Electronic Thermostat
Ancillary equipment / items	
Racks	Cadaver racks must be removable from trailer and also foldable. Low profile channel pin cadaver rack locking system
	Racks must be able to fold down to a minimum of 10" when unassembled
	Racks must be able to have adjustable guide rails with rollers to ease in loading and unloading of remains and be able to accommodate up to a 24" remains transfer device
	Racks must be able to accommodate up to 4 remains. No remains will be allowed to be placed on the floor of the trailer.
	Racking system must be able to rolled in and out of the trailer while loaded with remains
	Cadaver trays must be a minimum of 18 gauge stainless steel and support 500 lbs.
Spare tire	Each trailer will have one spare tire identical to those mounted on axles. Spare tire will be mounted in an area inside the trailer that will be accessible when the trailer is loaded. Tire changing equipment will be provided, including jack and lug wrench.
Graphics:	NCTTRAC lettering and graphics shall be installed on sides, rear, and roof
Placards and Warning	Permanent operating instruction placards and warning statements will be

	affixed for installed equipment and electrical devices.
Minimum Warranty	Trailer Structural 5 Years
	Bumper to Bumper 2 Years
	Refrigeration 3 Years
	Electrical 3 Years

TERMS OF CONTRACT – ASSUMPTIONS AND AGREEMENTS

This project is funded under a Texas Department of State Health Services contract under a federal Department of Health and Human Services grant supporting the Hospital Preparedness Program. The fiscal year in which funding allocations are awarded within Texas is from July 1, 2010 through June 30, 2011, and annually thereafter at the discretion of state and federal program officers. All contractual obligations and project closeout actions must be completed by August 15, 2011.

EVALUATION AND SELECTION CRITERIA

Issuance of this RFP and receipt of proposals does not commit NCTTRAC to award a contract. NCTTRAC reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with other than the highest ranked offeror should negotiations with the highest ranked offeror be terminated, or to cancel all or part of this RFP.

All proposals received will be evaluated for completeness and the proposer's ability to meet all specifications as outlined in this RFP. A list of specific proposers whose proposals best meet all criteria required will be created and further reviewed.

Proposals will be evaluated on the following criteria:

- Ability of the proposer to meet or exceed the requirements defined in the RFP including the range of services offered
- Completeness of response to RFP as outlined in this solicitation package
- Experience, qualifications and references

Proposal submission:

An authorized representative of the proposing company shall sign proposals. Failure to submit all information requested may result in requiring prompt submission of missing information and / or giving a lower evaluation of the proposal. Proposals that are either substantially incomplete or lack key information may be rejected.

Proposal response format:

One (1) original and two (2) copies of the response must be provided no later than the time and date indicated in the submission instructions. Each section of the RFP must be clearly identified. A 3-ring binder divided into sections as outlined below will be sufficient. Additional copies may need to be made, so please do not use any sort of permanent binding. The proposer should include time-lines, projected required personnel and materiel, and schedules for completing the project. The proposer must detail the time and costs that will be required to complete the project.

All responses shall include the following sections, either labeled with the corresponding number or section title:

A. Contractor Organization

- 1) Describe the structure and organization of your company, indicating where your corporate offices are headquartered.
- 2) Describe the major business lines of your company.
- 3) Describe your company's experience in the field of trailer construction.
- 4) Provide your company's DUNS number.

B. Contract – Include your company's standard contract agreement in this section. This RFP will become an integral part of the contract.

C. Project Timeline – Please outline your projected timeline for delivery.

D. Insurance – Please provide statement and copy of insurance coverage

E. References – Include at least three (3) references who may be contacted to address contractor's ability to complete the work requested.

GENERAL TERMS AND CONDITIONS

- A. All provisions of this contract will abide by the provisions of the Uniform Grant Management Standards (UGMS) and the provisions of the State of Texas contract with NCTTRAC 2010 - 035300 CPS Hospital Preparedness, and the provisions of the DSHS Contractor's Financial Procedures Manual. These documents are available upon request.
- B. Payment for services under this contract will be made upon satisfactory completion and acceptance of the project. After satisfactory completion and acceptance invoices will be paid within 30 days of receipt. Invoices should reference the RFP # and NCTTRAC Purchase Order # if applicable.
- C. NCTTRAC is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- D. NCTTRAC reserves the right to accept or reject any and / or all proposals or to cancel this notice at any time.
- E. A response to this Request for Proposal (RFP) does not commit NCTTRAC to a purchase agreement or contract. NCTTRAC will not pay any costs incurred in the preparation of such response.
- F. Unless the proposer specifies in its proposal, NCTTRAC may award the contract for any items / services or group of items / services in the RFP and may increase or decrease the quantity specified.
- G. NCTTRAC reserves the right to hold and accept any proposal for a period of ninety (90) days after the response deadline.
- H. NCTTRAC reserves the right to negotiate the final terms of any and all purchase agreements with bidders selected and such agreements negotiated as a result of this RFP may be re-negotiated and / or amended in order to successfully meet the agency needs.
- I. NCTTRAC reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTTRAC will provide notifications of such changes to all bidders recorded in the official record (Distribution Log / Receipts Record) as having received or requested an RFP.
- J. NCTTRAC reserves the right to contact any individual, agencies, or employers listed in a proposal, to contact others who may have experience and or knowledge of the proposer's relevant performance and / or qualifications, and to request additional information from any and all proposers.
- K. NCTTRAC reserves the right to conduct a review of records, systems, procedures, etc. of any entity selected for funding. This may occur prior to or subsequent to the award of a purchase agreement. Misrepresentation of the proposer's ability to perform as stated in the proposals may result in cancellation of the purchase agreement award.

- L. NCTTRAC reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if adequate funding is not available.
- M. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of NCTTRAC for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
- N. No employee, officer or agent of NCTTRAC shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- O. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.
- P. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind, nor does it commit NCTTRAC to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTTRAC.
- Q. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price / cost. Any damages accruing to NCTTRAC as a result of the proposer's failure to execute contract may be recovered from the proposer.
- R. A contract with the selected contractor may be withheld at sole discretion if issues of contract compliance or questioned / disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTTRAC if resolution is not satisfactory to NCTTRAC.
- S. Once NCTTRAC has agreed upon selection(s), all proposers will be notified in writing of the results. Any protest regarding this process must be filed with NCTTRAC in accordance with the following procedure. NCTTRAC would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the protester. The protester should contact NCTTRAC's Hospital Preparedness Program Manager, Hank Hufham, at (817) 608-0390, 600 Six Flags Dr, Suite 160, Arlington, Texas 76011, so that arrangements can be made for a conference between NCTTRAC and the protester. Copies of the appeal process will be made available to the protester.
- T. At all times during the term of a contract with NCTTRAC, contractor shall procure, pay for and maintain, with approved insurance carriers, the minimum insurance requirements as required by law and shall require all sub-contractors and sub-sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The contractor may cause the insurance to be effected in whole or in part by the sub-contractors of sub-sub-contractors under their contracts. NCTTRAC reserves the right to waive or modify insurance requirements at its sole discretion.
- U. Contractor will defend and indemnify the NCTTRAC, its directors, employees, agents and representatives (the "Indemnities") and hold the Indemnities harmless against any damage, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation, reasonable attorneys' fees arising out of or alleged to have arisen from or in any way connected to (i) the use of the equipment by the contractor and the contractor's participation in the fire suppression system project, (ii) a breach of any of the representations, warranties or obligations of this contract by the vendor, (iii) any claims (whether founded or unfounded) of any nature or character, or (iv) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by the vendor or any of its employees, agents, representatives or contractors.
- V. The successful bidder shall furnish to the Comptroller, North Central Texas Trauma Regional Advisory Council, a 100% Performance Bond within seven (7) days after notification of the intent to award contract. THE PERFORMANCE BOND MUST BE FURNISHED BY THE COMPANY WHO WILL MANUFACTURE THE EMERGENCY CARE UNIT PROPOSED. BONDS PROVIDED BY SALES PERSONS OR AGENTS ARE NOT ACCEPTABLE.

HISTORICALLY UNDERUTILIZED BUSINESSES

(Return this page with proposal)

Historically Underutilized Businesses (HUBs) are encouraged to participate in the RFP process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTTRAC recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning HUB certification are urged to contact.

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, #216
Arlington, TX 76011
(817) 640-0606

Proposer must include a copy of its HUB certification documentation as part of this RFP.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Company Name: _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise
- _____ Not Certified as a Historically Underutilized Business

Authorized Signature

Date

(Return this page with proposal)

I also certify that I have read and understood all sections of this Request for Proposal and will comply with all the terms and conditions as stated; and furthermore that I, _____ (typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Trauma Regional Advisory Council, on behalf of said Offeror by authority of its governing body.

Company Name: _____

Date _____

Telephone

(notary)

Notary Public in and for _____ (County),

State of _____ Commission expires: _____

RFP PROPOSAL CHECKLIST

Did you complete the following?

Provide one original and 2 copies of the proposal (in non-permanent binding).

Include RFP #NCT11002 Mass Fatality Management Trailers in the bottom left-hand corner of each proposal (original and copies) and on the submission envelope for identification.

Check to acknowledge that you have received any addendums and / or amendments to this RFP, if applicable.

Include the following certifications and bonds:

_____ Historically Underutilized Business

_____ Certification of Offeror (*required*)