



REQUEST FOR PROPOSALS (RFP)

WestEd Procurement Department

Title:	Replacement of Fire Alarm System at WestEd Headquarters
Issue Date:	June 2 nd , 2023
Due Date:	June 30 th , 2023
RFP Contact:	Oscar Leon, Procurement Manager
Email:	oleon@wested.org
Phone:	562.799.5149
Proposal Delivery:	oleon@wested.org (preferred) WestEd, Attn: Oscar Leon Suite 220, 3020 Old Ranch Parkway Seal Beach, CA 90740

Note: Proposal responses will be considered valid for a period of 120 calendar days after the proposal due date.

Updates, changes, or addendums to this RFP are posted at <https://www.wested.org/about-us/work-with-wested/>



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1. PURPOSE

WestEd is soliciting proposals from qualified electrical contractors (the “firm”) to perform all electrical work to replace a fire alarm system at WestEd’s headquarters located in San Francisco at 730 Harrison Street, including procuring the necessary permits.

The firm will be expected to subcontract Pacific Auxiliary Fire Alarm Company (PAFA) for their labor in the installation of the new system. PAFA maintains and monitors the current alarm system for WestEd. PAFA will oversee the transition to the new panel and is expected to program the new panel, to complete pre-testing and to coordinate a successful final test with the fire marshal. A copy of PAFA’s prevailing wage labor proposal for panel assembly, system programming, system pre-testing and fire marshal final testing is included as a reference. The terms of the final agreement with PAFA will be negotiated between the selected electrical contractor (“firm”) and Pacific Auxiliary Fire Alarm Company.

WestEd hired PAFA to design the new system which has been approved by the City of San Francisco. A copy of the approved fire alarm drawings is included in this request for proposal (RFP) along with background information on WestEd and specific information that must be included in the proposals submitted.

The new fire panel and all devices for the new fire alarm system has been ordered through an agreement between PAFA and WestEd.

There will be a job walk at 10am on Tuesday, June 20th at 730 Harrison Street, San Francisco, CA 94107. RSVP to Oscar Leon (oleon@wested.org). Attendance is mandatory for all proposers.

An electronic PDF version or a physical copy of the proposal must be delivered no later than the posted deadline.

2. WESTED BACKGROUND

WestEd is a not-for-profit research, development, and service agency that works with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults. WestEd has over 800 employees, located in 16 offices across the United States, and had revenue of \$212 million for Fiscal Year 2022.

WestEd is a Joint Powers Agency (“JPA”) formed under the California Joint Exercise of Powers Act, California Government Code section 6500 et seq. and governed by public entities in Arizona, California, Nevada, and Utah. WestEd’s Board of Directors is comprised of members representing agencies from these states, as well as other national education and business leaders. WestEd’s income is tax exempt under Section 115 (1) of the Internal Revenue Code.

WestEd complies with the required federal regulations on procurement, as well as applicable State procurement law and procedures.

Efforts, including affirmative steps prescribed by federal regulation (if applicable), will be made by WestEd to utilize small and minority-owned businesses, women’s business enterprises and labor surplus area firms when possible. The selected firm may be required to undertake affirmative steps to utilize such firms in subcontracts if this contract is federally funded. A firm qualifies as a small business firm if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.201, Subsector 238210) by having average annual receipts for the last three fiscal years not exceeding \$19 million.

3. AWARD OF CONTRACT

WestEd reserves the right to reject any and all proposals. Award, if any, will be to the bidder whose proposal best complies with all of the requirements of the RFP document(s) and any addenda. Written notification will be made to all bidders via a "Notice of Intent to Award". The notice is valid for five (5) consecutive working days prior to the award. Evaluation methodology and bases for award are described in the Evaluation and Selection section of this document.

4. TERM

The term of any resulting agreement is based upon the project timeline, which will include but not be limited to equipment sourcing, installation, testing, and implementation, as well as decommissioning of current fire alarm system and equipment removal and disposal. Term to not surpass a year.

5. SCHEDULE OF EVENTS

RFP Activity	Date (2023)
RFP Released	June 2, 2023
Job Walk	June 20, 2023
Questions Due via email*	June 23, 2023
Response to questions posted	June 26, 2023
Proposal Submission Deadline	June 30, 2023
Interviews (if applicable)	July 5-7
Notice of Intent to Award	July 11
Protest Period	July 11-17
Contract Award & Negotiations	July 18/TBA

Commencement of Services	Mid-September/TBA
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*Questions must be emailed to oleon@wested.org. Questions will be accepted and responded to via email ONLY.

The dates up to and including the “Proposal Submission Deadline” date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

6. SOLICITATION FORM

If awarded, the undersigned offers and agrees to furnish the services listed in this RFP at the prices and terms stated, subject to mutually agreed upon terms and conditions. Additionally, the undersigned warrants and represents their authority to bind the firm into an agreement subject to the terms and conditions of this Request for Proposal.

Company Name:

Street Address:

City, State Zip:

Email:

Telephone:

By (Authorized Signature)	Date Signed:
Print name and title of Authorized Signatory	

ALL SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS REQUEST FOR PROPOSAL WILL BE INCORPORATED INTO ANY RESULTING AGREEMENT.

FAILURE TO SIGN THIS PAGE WILL DISQUALIFY YOUR RESPONSE

7. SCOPE OF WORK

The firm is expected to oversee all aspects of the installation of all new equipment required to replace the fire alarm system in collaboration with Pacific Auxiliary Fire Alarm (“PAFA”) as subcontractor to firm. The selected firm will be responsible for procuring and installing all conduit, wire, electrical boxes, and electrical permits necessary for the new fire alarm system. The firm will also remove all existing fire equipment and install the new fire panel and all new devices. Testing of the system shall be done with the firm providing at least one person to test the field devices, while PAFA technician is at the control panel checking for proper operation.

The new panel and devices will be provided by PAFA.

The intention is to complete this project efficiently within a timeframe agreed to by WestEd, PAFA and the selected firm, due to the critical nature of this work to building occupants and operations and due to the age of the current panel.

Additional details regarding the overall scope of work are contained in the attached approved fire alarm system drawings and equipment submittal.

The firm is expected to enter into a mutually negotiated agreement with WestEd that indemnifies WestEd, that outlines the scope of work, contract sum and project timeline, and identifies the process for handling change orders and disputes.

The firm must also meet the following insurance requirements:

Workers' Compensation & Employer's Liability (With Excess Liability Policy)

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to WestEd.
2. Statutory Limits for Workers Compensation; Employer's Liability for not less than \$2,000,000 per Person/Accident
3. Waiver of Subrogation in favor of WestEd

Commercial General, Business Automobile and Umbrella/Excess Liability Insurance

1. With Bodily Injury and Property Damage Liability limits of not less than \$2,000,000 each occurrence/\$3,000,000 aggregate, your policy must include Premises/Operations, Products & Completed Operations, Personal & Advertising Injury and Contractual Liability coverage and cover the services and products you are performing or providing in this agreement.
2. Business Auto Liability insurance for not less than \$1,000,000, if using a company owned automobile.

3. Umbrella / Excess Liability above general liability, auto and employer's liability for limits not less than \$5,000,000 per occurrence, \$5,000,000 aggregate for the services and products you are performing or providing in this agreement.
4. Contractor's Pollution and Professional Liability required if applicable to contract.
5. WestEd, a California JPA, their directors, officers, employees, volunteers, representatives, and agents shall be named as Additional Insureds and the proper endorsement attached.
6. Your policy must be endorsed as follows: This policy shall be primary and not contributing with any other insurance in effect for the Additional Insured shown in #5 above. Waiver of Subrogation in favor of WestEd.
7. Policy to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to WestEd.

8. PROPOSAL OUTLINE

In order to simplify the review process and to obtain the maximum degree of comparability, the proposals must include the following items and be organized in the manner specified below.

- i. Letter of Transmittal
A letter of transmittal briefly outlining the firm's understanding of the work and general information regarding the firm and individuals to be involved is limited to a maximum of two pages. The letter should clearly identify the local address of the office of the firm performing the work, the telephone number, and the name of the authorized representative. The letter shall include a clear statement from Proposer that this offer is binding and shall remain open for 120 days from the due date of this RFP and acknowledges that its proposal cannot be withdrawn within that time without the written consent of WestEd.
- ii. Table of Contents
Include a table of contents that identifies the material by section, page number, and a reference to the information to be contained in the proposal.
- iii. Solicitation Form
The Solicitation Form included in the RFP shall be included here.
- iv. Profile of Firm Proposing
 - a. State whether the firm is a local, national, or international firm and include a brief description of the size of the firm. State whether the proposer is a qualified small or minority-owned business, women's business enterprise or labor surplus area firm.
 - b. State whether the firm is in compliance with the registration and permit requirements to do business in California.
 - c. Describe the local office from which the work is to be performed.
 - Location of office.

- Current size of the office.
 - The size of professional staff by level, such as partner, manager and supervisor, senior, and other professional staff.
- v. Qualifications
- a. Describe recent experience with similar engagements to which the proposal relates.
 - b. Include resumes of all key professional members who will be assigned to the project. Résumés should be included for all professional members of the team. The résumés should include specific engagements or clients to whom similar services have been provided if possible.
 - c. Describe the firm's policy on notification of changes in key personnel.
 - d. Briefly describe the firm's system of quality control to ensure the work meets a high-quality standard.
 - e. Include three client references.
- vi. Scope of Services and Proposed Project Schedule
Briefly describe the firm's understanding of the scope of services to be provided including a draft schedule outlining a timeframe during which the project will be completed.
- vii. Fees and Compensation
Provide the following information as relevant to the fee proposal:
- a. Estimated total hours.
 - b. Estimated out-of-pocket expenses.
 - c. The hourly rate by staff classification.
 - d. The all-inclusive maximum fee and out-of-pocket expenses, which will not be exceeded.
 - e. The frequency and timing of the firm's billing process.
 - f. Cost of additional related services if requested by WestEd.
- If the fee is proposed under a different methodology (e.g., a fixed price for all services) please provide a basis for the proposed fee.
- i. Exceptions to RFP Requirements
Any exceptions to the requirements of this RFP shall be noted in the proposal. WestEd shall have no obligation to accept any exceptions and may reject any proposal noting exceptions to its RFP requirements.

9. EVALUATION AND SELECTION

All proposals shall be reviewed to verify the bidder has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content/requirements and quality standards, take unacceptable exceptions to WestEd's General Provisions (Section 20), or

are nonresponsive to the required responses in this RFP will be eliminated from further consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by a WestEd Evaluation Team. WestEd may, at its discretion, request interviews/presentations by or a meeting with any or all firms, to clarify or negotiate modifications to the firm’s proposal. However, WestEd reserves the right to make an award without further discussion of the proposals submitted, select the response that best fits its needs, may choose to cancel the RFP, or to not select any firm. Therefore, proposals should be submitted on the most favorable terms, from both technical and price standpoints, that the firm can propose. WestEd contemplates award to the responsive, responsible firm whose proposal is the most advantageous to WestEd, based on the highest total points and its decision is final. The successful firm will enter into a written agreement with WestEd that will include service agreements and compensation agreements.

As a federal contractor, it is WestEd’s policy to utilize, whenever possible, small businesses, disadvantaged small businesses, veteran-owned small businesses, minority-owned firms, and/or woman-owned businesses. Therefore, firms that meet these criteria will be given preference, should they meet all other stated criteria in the RFP.

By use of numerical and narrative scoring techniques, proposals will be evaluated by WestEd against the factors specified below. The relative weights of the criteria—based on a 100-point scale—are shown below.

Criteria	Points
1. Qualifications, experience, references, and ability to carry out the described work	35 points
2. Proposed methodologies and processes to accomplish work	25 points
3. Fees / expenses	25 points
4. Other factors, including completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere, SBA-WO-V etc.	10 points

10. REJECTION OF PROPOSAL(S)

WestEd reserves the right in its sole discretion to reject any or all proposals, in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. The proposal may be rejected if it fails to meet a material

requirement of the RFP or if it is incomplete or contains irregularities. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. WestEd may or may not waive an immaterial deviation or defect in a proposal. WestEd's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a firm from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in WestEd's opinion the information was intended to mislead WestEd regarding a requirement of the RFP.

WestEd may reject a proposal from a firm it finds non-responsible. Any person or entity that has substantially assisted WestEd in preparing any part of this RFP is prohibited from submitting a proposal. Submission of a proposal to WestEd shall constitute the firm's certification that the proposal is not collusive.

11. QUESTIONS & POINT OF CONTACT

Questions and comments regarding this RFP must be in writing and received no later than the date indicated in Section 5, Schedule of Events. All questions will be responded to via email. Firm(s) invited to submit proposals understand and agree that they have an affirmative duty to inquire and seek clarification regarding anything in this RFP that is unclear or open to more than one interpretation.

WestEd, at its sole discretion, may make questions submitted by Firms and responses to the submitted questions available to all Firms.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to:

Oscar Leon
Procurement Manager
oleon@wested.org

12. ERRORS AND OMISSIONS

If prior to the Proposal deadline a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify WestEd of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline.

13.ADDENDA

WestEd reserves the right in its sole discretion to revise or amend this RFP prior to the stated submittal deadline. Any such revisions will be made by written addenda to this RFP. Firms are responsible for verifying they have received, and all proposals shall acknowledge receipt of, all addenda issued by WestEd relating to this RFP. Failure to acknowledge receipt of all such addenda may render a proposal nonresponsive.

14.CANCELLATION OF SOLICITATION

This solicitation does not obligate WestEd to enter into an agreement. WestEd retains the right to cancel this RFP at any time for any reason. WestEd also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of WestEd to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

15.DELIVERY OF PROPOSAL

Electronic copies of proposals must be received no later than the time and date indicated in Section 5, Schedule of Events. Any response received after this date may be returned or not considered. Responses should be submitted electronically to the Procurement Manager at oleon@wested.org. If bidders wish to also submit a hard copy of the proposal, it needs to be postmarked no later than the due date and mailed to Suite 220, 3020 Old Ranch Parkway, Seal Beach, CA 90740; Attn: Oscar Leon.

Submission of a proposal shall constitute the firm's representation that it has thoroughly examined and become familiar with the scope of work set forth in this RFP; understands the requirements of the scope of work, the nature of the work and all other matters that may affect the work; will honor its proposal for no less than 120 days after the submission date stated in this RFP (or until execution of a final contract with the selected firm, if sooner), and acknowledges that its proposal cannot be withdrawn within that time without the written consent of WestEd; will comply with all requirements set forth in this RFP, and in the ensuing contract, if any.

16.PROTESTS

Following the selection of the apparent successful firm, WestEd shall notify all firms of its intent to award a contract to such firm. Any protest to the award of the contract to the apparent successful firm shall be submitted to WestEd in writing within no less than five (5) calendar days from the date of such notice. Any protest shall state with specificity the ground on which the protestor alleges the contract may not be awarded to the apparent successful firm. WestEd shall consider any properly submitted protest and may accept or reject such protest as it determines appropriate in its sole discretion.

17.NOTICE TO FIRM(S)

All materials provided to WestEd become the property of WestEd and may be returned only at its sole discretion. All proposals and any materials submitted with a proposal may be deemed public records subject to disclosure pursuant to the California Public Records Act. No portion of any proposal or materials submitted therewith will be withheld from disclosure as proprietary, trade secret or confidential unless that portion is clearly marked by the firm as such, and the firm agrees to indemnify WestEd against any claim or action to compel disclosure of such portion of the proposal.

WestEd is not obligated to accept any proposal or to negotiate with any entity. All transactions are subject to the final approval of WestEd, which reserves the right to reject any and all proposals without liability. All costs directly or indirectly related to a response to this RFP will be borne by the firm.

18.USE OF SEPARATE CONSULTANTS/CONTRACTORS & SUBCONSULTANTS FOR PORTIONS OF SERVICES

WestEd reserves the right to award all or only a portion of the work/scope of services that is the subject of this RFP to the successful proposer. This includes the right to award one or more portions of the services to a separate contractor if WestEd deems such award to be most advantageous to WestEd in its sole discretion. WestEd further reserves the right to review, approve, and/or reject any proposed subconsultants and/or subcontractors proposed by any proposer if deemed to be in the best interest of WestEd. Proposers acknowledge that if WestEd elects to award any such separate or independent contract the successful proposer shall coordinate its work with such separate contractors as directed by WestEd.

19.COMPLIANCE WITH LAWS

Any Firm must affirmatively agree and certify that it will comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Any Firm must affirmatively agree to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

20.GENERAL PROVISIONS

- A. Amendments to RFP. WestEd reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

- B. No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit WestEd to award a contract. WestEd expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.
- C. Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if WestEd receives the amendment prior to the deadline stated herein for receiving Proposals.
- D. Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
- E. Late Proposals. WestEd will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for or acknowledged by WestEd.
- F. Withdrawal of Proposals. A Proposal may be withdrawn after it is received by written request signed by the Bidder or authorized representative, prior to the proposal submission deadline. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.
- G. Costs for Preparing. WestEd will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of WestEd. WestEd will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.
- H. Alternative Proposals. Only one final proposal is to be submitted by each Firm. Multiple proposals will result in rejection of all proposals submitted by the Respondent.
- I. Public Documents. All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.
- J. Non-Endorsement. If awarded, the bidder shall not issue any news releases or other statements pertaining to selection, which state or imply WestEd endorsement of bidder's services.
- K. Conflict of Interest. Bidders are advised that the bidder's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a WestEd decision.

21.EXIHIBITS

- a. PAFA Labor Proposal**
- b. Fire Alarm Specification Book**
- c. Approved FA Permit Plans**



**PACIFIC AUXILIARY
FIRE ALARM CO.**

95 Boutwell Street
San Francisco, CA 94124-1903
415-467-9393 Fax 415-467-8430

Service Since 1889

Proposal #2233 (Rev. 2a; 6-2-23 – Labor Only)
Date: April 21, 2023

Proposal by: Jon Toby
jon.toby@PAFA.com

**Proposal: Fire Alarm System Tenant Improvement Project
Labor Only
730 Harrison Street, San Francisco, CA**

PAFA is pleased to present this fire alarm system tenant improvement (labor only) proposal. The following is included in this proposal:

Technical Labor

Proposal Price: \$28,630.00

Exclusions and Clarifications

1. This labor-only proposal is based on approved fire alarm drawings dated 3-22-23. The proposal is for a design-build fire alarm system.
2. This proposal does not include electrical installation or electrical permits. All conduit, wire, electrical boxes and their installation are excluded. Device and panel mounting are excluded, including wire terminations.
3. PAFA technical labor includes panel assembly, system programming, system pre-testing and fire marshal final testing. All other labor is excluded. Testing of the system shall be done with the electrical contractor providing at least one person to test the field devices, while our technician is at the control panel checking for proper operation.
4. If required, any firewatch is excluded and will be the responsibility of others.
5. All work to be performed during normal business hours except SFFD final testing.
6. The fire alarm permit fee allowance was included as part of the Engineering Only proposal. Any further overages will be presented as a change order with permit fund tracking documentation.



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STANDARD CONDITIONS

Exclusions:

1. Adjustment to existing system monitoring agreements, annual system testing during or after warranty, or UL certification. These may be provided under a separate proposal.
2. Overtime labor other than system testing.
3. Liquidated damages, bond premiums, special insurance requirements including pollution control, any indemnification or hold harmless agreements.
4. Work in hazardous areas including asbestos. Demolition or disposal of existing equipment. Operation of any existing equipment that is to remain or any fire watch requirements.
5. Patching and painting.
6. Work by other trades, including sprinkler, HVAC or elevator work.
7. Magnetic door holders, fire alarm terminal cabinets or NEMA enclosures.

Other Terms and Conditions:

1. All invoices are due and payable net 30 days after invoicing, subject to credit approval. Interest at the rate of 1 & 1/2 % per month is payable on all invoices over 30 days old. Partial invoices may be made based on project completion. If a customer's account/indebtedness is placed with an attorney for collection by PAFA, all reasonable and necessary fees, collection and/or court costs along with attorney fees shall be paid by the customer. Issuance of a written or oral purchase order to proceed with this proposal indicates acceptance of the terms of this proposal including prices and conditions.
2. Equipment warranty is for one year and is solely and exclusively for equipment supplied by PAFA. PAFA is not responsible for the repair of equipment supplied by others than PAFA, including equipment monitored or controlled by the fire alarm system.
3. IBEW #6 union agreement: should this project fall under building trades control, and should their agreement call for benefits and/or a higher rate of pay than that which is called for in our local #6 union agreement, any increased cost shall be the responsibility of the contractor or owner that PAFA is working for on the project. All agreements contingent upon strikes, accidents or delays beyond our control.
4. Due to national supply chain issues, PAFA cannot guarantee equipment delivery will meet the project's schedule. PAFA will not be held liable for project delays due to delays in equipment delivery.
5. PAFA may withdraw this proposal if it is not accepted within 45 days.



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STANDARD CONDITIONS (cont'd)

Limitation of Liability

- a. In no event shall Honeywell be liable under this agreement, regardless of whether liability arises from Honeywell's indemnification obligations hereunder or a breach of contract, warranty, tort (including negligence), operation of law, or otherwise, for any special incidental indirect, consequential, exemplary, or punitive damages of any kind (including, without limitation, all damages due to business interruption, lost profits or revenue, loss or corruption of data, or lost use of any property or capital) even if Honeywell has been advised of or is otherwise aware of the possibility of such damages and/or claims.
- b. All product and service claims are limited to those exclusive remedies set forth in the terms and conditions pertaining to Honeywell's appointment of PAFA as authorized distributor. Honeywell shall have no liability for any damages or injuries arising from services provided by PAFA to its customers, including without limitation services performed by buyer on Honeywell products sold hereunder. Nor shall Honeywell be liable for any claims of third parties relating to the products, save the indemnification obligations set forth in this agreement.

ACCEPTANCE OF PROPOSAL

COMPANY NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ DATE SIGNED: _____

PHONE #: _____ P.O. NUMBER: _____

FAX #: _____ P.A.F.A. ACCEPTANCE: _____

Please read this entire proposal prior to signing or issuing a purchase order or contract for this work. By doing any of these actions, you are agreeing to all terms and conditions within this proposal. Signed proposals, purchase orders or contracts for this work are subject to acceptance by an officer of PAFA.