NOTICE FOR PROPOSALS CITY OF ROSEVILLE

Fire Protection Systems RFP Submittals due: June 5, 2013 at 3:00PM

Bid documents may be retrieved by accessing the City of Roseville website at www.roseville.ca.us or by visiting the Central Services Department at 2005 Hilltop Circle, Roseville, CA 95747.

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the Proposer is strictly liable for its chosen method of delivery. It is the Proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the Central Service's Office by the date and time that the proposal is due may be rejected as nonresponsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

City of Roseville Attn: Lori Hogan, Central Services 2005 Hilltop Circle, Roseville, CA 95747

City of Roseville

Central Services

Request for Proposal for Fire Protection Systems Maintenance, Testing, Inspections and Repairs

SUBMITTIALS DUE: 3:00 p.m., June 5, 2013

LATE PROPOSALS WILL NOT BE EVALUATED

Request for Proposal Fire Protection Systems Maintenance, Testing, Inspections and Repairs

1. STATEMENT OF PURPOSE

The City of Roseville is issuing this RFP for the purpose of obtaining Proposals from qualified Service Providers capable of supplying all labor, materials and equipment necessary to provide Fire Protection Systems maintenance, inspection, testing, monitoring, and related repair services as required according to the scope of work provided.

2. TERMS

The intent of the City is to enter into a five year agreement, with a three year initial period and two optional renewal years, with the selected firm (hereinafter referred to as "Contractor"). The contract will be awarded based on the experience and qualifications of the submitting firm, responsiveness to the RFP, and cost relative to the services provided.

3. INSURANCE REQUIREMENTS

The successful Proposer must provide the City, and keep in full force and effect during the term of this contract, insurance certificates issued by an insurance company authorized to do business in California. (Insurance requirements listed below).

The City must be named as an additional insured and issued a separate **Additional Insured Endorsement** with the insurance certificate. In addition, successful bidder/contractor must provide the City, and keep in full force and effect during the term of this contract, and all extensions, insurance by an insurance company authorized to do business in California.

- -Dollar amounts are listed on the backside of the sample service agreement.
- -The City must be named as an additional insured, with regards to the general liability insurance, and must be issued (as a separate document) an Additional Insured Endorsement Form.
- -30 day's notice in the cancellation clause (10 day non-payment is OK)
- -Certificate holder:

City of Roseville Attn: Risk Management 311 Vernon Street Roseville, CA 95678

4. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Bidder's Questions and Information 10 points
Pricing 10 points
Overall RFP Response 10 points

A total of 10 points are possible for the Bidder's Questions, 10 points for Pricing and 10 points for the overall proposal. Making a total of 30 possible points.

ALL communication and questions regarding this project shall be directed via fax or email ONLY to: Lori Hogan, Fax (916) 774-5703, email lhogan@roseville.ca.us Questions are due no later than 12:00p.m. May 28, 2013 without exception. No questions will be accepted after this date. Responses to all questions will be directed back to all interested parties.

The City will not entertain sales calls or presentations during the RFP process. Failure to comply with or complete any portion of this request may result in rejection of a proposal. All communication regarding this project must be in writing, letter or email format only. No phone calls will be accepted.

5. PROPOSAL SCHEDULE

a) Mandatory Job Walk: 5/8/13 at 9am
b) Final day for questions in writing: 5/28/13 at Noon
c) Proposals due: 6/5/13 at 3pm

d) City Council Approval: 7/3/13

6. JOB WALK

There will be a mandatory pre-bid job walk to tour fire systems some City facilities. Additional locations will be included in the contract, but are not included in the job walk.

Bidders are to meet at the City of Roseville Corporation Yard Administration Building, 2005 Hilltop Circle, Roseville, CA 95747 on Wednesday, May 8th promptly 9 a.m. City staff will conduct a brief meeting prior to the site visits and it will last approximately 2 hours. Please RSVP to lhogan@roseville.ca.us by May 7th at Noon to receive the job walk details.

Proposals from contractors who do not attend the **mandatory** pre-bid job walk will be rejected. The pre-bid job walk will begin at the designed start time. **Tardiness will be grounds for disqualification.**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should <u>read this document thoroughly</u> prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

Interviews: The City reserves the right to interview final candidates.

7. SCOPE OF WORK

The successful contractor is to provide all labor, materials, equipment and supervision necessary to perform inspection, testing, maintenance and repairs to Fire Alarm Systems, Sprinkler/Standpipe Systems, Kitchen Fire Suppression Systems, and all portable fire extinguishers to the satisfaction of the City and in accordance with applicable laws, codes and standards, terms and conditions, and specifications outlined in this Request for Proposal.

a) Maintenance, Inspections & Testing

The contractor is to submit descriptions of all service work (maintenance and inspections) to be completed in accordance with all Federal and Municipal fire codes on a quarterly, yearly, and 5-year basis for each system and equipment listed.

All systems, equipment and devices will be tested, including but not limited to, all pull stations, heat detectors, smoke detectors, including sensitivity testing and cleaning of smoke detectors, audible and visual signaling devices, duct detectors, flow switches, supervisory devices, post enunciator valves, transmitters, pressurization fans, fire extinguishers, fire alarm control panels and remote annunciation panels.

- Fire alarm systems shall be tested, and service tagged at the main alarm panel, at the frequency required by local, State, or Federal statute. Testing shall include but not be limited to all smoke detectors, manual pull devices, sprinkler systems, enunciators, visual indicators and strobes, control units, voice/alarm communication systems and other devices that may be part of the fire alarm system.
- Testing of the fire alarm systems shall be performed in accordance with NFPA standards and 29 CFR 1910.164.
- Testing frequency shall be in accordance with NFPA standard number 72 and local, State, and Federal statutes.
- Testing and maintenance of sprinkler systems shall be performed in accordance with NFPA standards.
- Inspection, testing, and service tagging of wet and dry standpipe systems, hose connections, pressure reducing valves and hose connection pressure reducing devices shall be perform in accordance with NFPA Standards.

- Testing and maintenance of fire pumps and hydrants shall be performed in accordance with NFPA Standards.
- Testing and maintenance of fire doors and dampers shall be performed in accordance with manufacturer's guidelines and NFPA standards.
- A record of each inspection, test, or service shall be maintained as specified in NFPA Standards and local, State, or Federal statutes. Copies of each inspection shall be forwarded to the local, State, or Federal authorities as required by law, code or ordinance. A copy of each inspection, test or service shall be forwarded to the property manager within twenty four (24) hours of completion of the inspection and/or test. A copy of the inspection, test, or service shall be forwarded to the contract administrator within one week.
- All work shall be performed on a scheduled and systematic basis. In all
 cases, all equipment shall be maintained to manufacturer's specifications,
 kept in proper working order and in compliance with all applicable codes,
 at all times. Contractor shall schedule inspections and tests with the
 individual property managers to ensure all City properties are in
 compliance.
- Contractor shall notify Building Maintenance within 24 hours of any repairs required as a result of the inspection and test.

b) Monitoring of UL Certified Systems

The contractor will provide twenty-four (24) hour, seven (7) days a week monitoring of fire system and will report all alarm occurrences to the Fire Department.

c) Repairs

The contractor will be required to provide repairs to the systems/equipment covered in their RFP on a twenty-four (24) hour, seven (7)-day-per-week basis; provide priority repair service to perform the work as required within the shortest possible timeframe and take all necessary precautions to prevent reoccurrence; and provide quality parts and materials to maintain related equipment in proper operating condition.

The contractor will be required to have a response time of a **maximum of one** (1) hour from the time a service call is dispatched from the City and must arrive at the site within four (4) hours, assess the problem and recommend a possible solution within twenty-four (24) hours. Work will be completed as agreed upon by the City.

d) Emergency Services

The contractor will be required to provide emergency services to the systems/equipment covered in their RFP on a twenty-four (24) hour, seven (7)-

day-per-week basis; provide priority emergency service to perform the work as required within the shortest possible timeframe and take all necessary precautions to prevent reoccurrence; and provide quality parts and materials to maintain related equipment in proper operating condition.

The contractor will be required to have a response time of a **maximum of one** (1) hour from the time a service call is dispatched from the City and must arrive at the site within four (4) hours, assess the problem and recommend a possible solution within twenty-four (24) hours. Work will be completed as agreed upon by the City.

e) Access Codes

Some systems may contain proprietary software, or access codes which control high level system functions.

f) Reports

The contractor will provide the City a report after inspection/testing, no later than one (1) week following the inspections/testing.

The contractor will provide the Building Maintenance Division with a report detailing the following information on or around June 1st or each anniversary date of the contract.

- Preventative maintenance report showing the yearly spending on each system/equipment by location.
- Summary of activity for the year including repairs, call-backs, and complaints.
- Certification that the various items as listed in the monthly inspections were checked at the specified time and that they were found to be functioning correctly or, if not functioning correctly, notations of the problems and corrective action taken.

g) Employee Qualifications

Work shall be done by a qualified contractor holding a C-10 and C-16 License along with other licenses required by authorities having jurisdiction. Subcontracting any services to perform alarm inspections will not be acceptable. Fire Alarm Technicians shall be certified by the Department of Industrial Relations. Fire Alarm Technician shall be knowledgeable of and have copies readily available of NFPA 72 and NFPA 25 Inspection requirements.

h) Sites & Equipment

The sites, equipment, and quantities are listed below. Sites and equipment are subject to change and are estimates of the most current counts.

CITY OF ROSEVILLE SITES & EQUIPMENT LIST

	1	2	3	4	5	6
Building	Building Maint Shop	Carnegie Museum	Civic Center	Parking Garage	CNG Pumps	CY Admin Bldg
Address	2025 Hilltop Circle	557 Lincoln St	311 Vernon St	405 Vernon St	2055 Hilltop Cir	2005 Hilltop Cir
Sq Ft	45,292	4,300	82,000	173,866		41,140
Floors	2	2	3	5		2
Year Built	1993	1912	2001	2007		1993
UL UUFX			Χ	X		
NFPA 25/72 Inspections			Χ	X		
Bldg Fire Extinguishers	17	6	29	18	6	18
Fleet Fire Extinguishers	7					
Fire Sprinklers			Χ	X		
Pull Stations			1	1		
Heat Detectors			2	5		
Smoke Detectors			27	2		
Duct Detectors			10			
Horn Strobes			37	5		
Strobes			63			
Horns						
Bells	·			1		
System			Gamewell IF632/1	Silent Knight 5820XL/1		

	7	8	9	10	11	12
Building	DO Golf Course	Dry Creek Ops WWTP	Fire St 1	Fire St 2	Fire St 3	Fire St 4
Address	349 Diamond Oaks	1800 Booth Rd	401 Oak Street	1398 Junction Blvd	1300 Cirby Wy	1900 Eureka Wy
Sq Ft	4,820	7500	refer to I.T. Bldg	4,900	5,300	5,584
Floors	1	2	2	1	1	1
Year Built	1965	2005	1974	1987	1963	1989
UL UUFX		X				
NFPA 25/72 Inspections	Χ	X				
Bldg Fire Extinguishers	7	100	13	3	3	5
Fleet Fire Extinguishers		28	6	2	6	6
Fire Sprinklers	Χ	X				
Pull Stations						
Heat Detectors		1				
Smoke Detectors		4				
Duct Detectors		13				
Horn Strobes		1				
Strobes						
Horns						
Bells		1				
System		GE/EST Quickstart/1				

	13	14	15	16	17	18
Building	Fire St 5	Fire St 6	Fire St 7	Fuel Pump Station	Indoor Pool	I.T./Fire Admin
Address	1565 Pleasant Grove	1430 E Rsvl Prkwy	911 Highlands Park Dr	2055 Hilltop Cir	10210 Fairway Dr	401 Oak Street
Sq Ft	4,800	10,000	13,500		24,548	42,030
Floors	1	1	1		1	3
Year Built	1996	2002	2009		2009	1974
UL UUFX			X		X	
NFPA 25/72 Inspections		Χ	X		X	
Bldg Fire Extinguishers	5	3	3	1	18	10
Fleet Fire Extinguishers	2	10	13			
Fire Sprinklers		Χ	X		X	
Pull Stations			1		13	
Heat Detectors					15	
Smoke Detectors			9		32	
Duct Detectors			3		5	
Horn Strobes			11		10	
Strobes			9		22	
Horns					4	
Bells						
System			Notifier NFS-640/1		Notifier NFW2-100/1	

	19	20	21	22	23	24
Building	Maidu Community Ctr	Maidu Interp Center	Maidu Library	Main Library	Martha Riley Library	Park Maint Shop
Address	1550 Maidu Dr	1970 Johnson Ranch	1530 Maidu Dr	225 Taylor St	1501 Pleasant Grove	2025 Hilltop Cir
Sq Ft	20,000	11000	10,000	28,000	32,500	refer to Bldg Maint Shop
Floors	1	2	1	2	2	refer to Bldg Maint Shop
Year Built	1989	2009	1989	1974	2008	refer to Bldg Maint Shop
UL UUFX		X			X	
NFPA 25/72 Inspections	X	X			X	
Bldg Fire Extinguishers	15	10	8	10	19	24
Fleet Fire Extinguishers						68
Fire Sprinklers	X	Χ			X	
Pull Stations		1			1	
Heat Detectors		5			1	
Smoke Detectors		5			5	
Duct Detectors		2			2	
Horn Strobes		18			2	
Strobes						
Horns						
Bells						
Kitchen Suppression	Χ					
FM200				<u> </u>	X (Server room)	
System					Notifier AFP-200/1	

	25	26	27	28	29	30
Building	Pleasant Grove WWTP	CY Warehouse	Rsvl Aquatics Center	Rsvl Electric Admin	Rsvl Ops/Warehouse	Rsvl Police Dept
Address	5051 Westpark Dr	2075 Hilltop Cir	3051 Woodcreek Oaks	2090 Hilltop Cir	2070/2080 Hilltop	1051 Junction Blvd
Sq Ft	3,600	32552	12,500	24000	19,150	78,500
Floors	1	2	1	1	1	3
Year Built	2003	1993	1996	1988	2007	1997
UL UUFX					X	
NFPA 25/72 Inspections	X		Х		Х	Х
Bldg Fire Extinguishers	42	6	12	66		39
Fleet Fire Extinguishers	14	2		70		41
Fire Sprinklers	X		X		X	Х
Pull Stations					2	
Heat Detectors						
Smoke Detectors					1	
Duct Detectors						
Horn Strobes					2	
Strobes						
Horns				•		
Bells				•	2	
System/Quantity	Notifer AFP200/1				FireLight MS9050 UD/3	
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	31	32	33	34	35	36
Building	Rsvl Power Plant	Rsvl Sports Center	RPAL Building	Solid Waste Shop	Streets Shop	Train Station
Address	5120 Phillips Rd	1545 Pleasant Grove	110 Corp Yard Rd	2025 Hilltop Cir	2025 Hilltop Cir	201 Pacific St
Sq Ft	19,810	19,810	15,200	refer to Bldg Maint Shop	refer to Bldg Maint Shop	2,650
Floors	1	1	1	refer to Bldg Maint Shop	refer to Bldg Maint Shop	2
Year Built	2005	2005	1940	refer to Bldg Maint Shop	refer to Bldg Maint Shop	1995
UL UUFX		Х				
NFPA 25/72 Inspections		Х				
Bldg Fire Extinguishers	31		3	14	5	3
Fleet Fire Extinguishers				24	26	
Fire Sprinklers		Х				
Pull Stations		11				
Heat Detectors						
Smoke Detectors		15				
Duct Detectors		10				
Horn Strobes						
Strobes						
Horns						
Bells						
Kitchen Suppression		Х				
System/Quantity		Silent Knight IFP-1000/2				

37 38 Building Water Shop **Water Treatment Plant** Address 2025 Hilltop Cir 9595 Barton Rd **Sq Ft** refer to Bldg Maint Shop 14,400 Floors refer to Bldg Maint Shop Year Built refer to Bldg Maint Shop 1965 **UL UUFX** NFPA 25/72 Inspections Χ 20 32 **Bldg Fire Extinguishers** Fleet Fire Extinguishers 27 Fire Sprinklers Χ 36 **Pull Stations Heat Detectors Smoke Detectors** 39 29 **Duct Detectors Horn Strobes** Strobes

Gamewell Flex 610/2

Horns Bells

System/Quantity

UL UUFX CERTIFICATED SYSTEMS

- Civic Center
- Civic Plaza Parking
- Dry Creek Waste Water Treatment Plant
- Indoor Pool
- Roseville Fire Station No. 7
- Roseville Sports Center
- Martha Riley Library
- Maidu Interpretive Center
- Roseville Electric Office/Warehouse

NFPA 72, NFPA 25 INSPECTIONS

- Roseville Civic Center 311 Vernon Street
- Civic Plaza Parking Garage 405 Vernon Street
- Diamond Oaks Golf Course 349 Diamond Oaks Rd
- Dry Creek WWTP 1800 Booth Road
- Fire Station No. 6 1565 Pleasant Grove Blvd.
- Fire Station No. 7 911 Highlands Park Dr.
- Granite Bay WWTP 9595 Barton Rd
- Indoor Pool 10210 Fairway Drive
- Maidu Community Center 1550 Maidu Dr.
- Maidu Interpretive Center 1970 Johnson Ranch Rd.
- Martha Riley Library 1501 Pleasant Grove Dr
- Pleasant Grove WWTP 5051 Westpark Dr.
- Roseville Aquatics Center 3051 Woodcreek Oaks Blvd
- Roseville Police Department 1051 Junction Blvd
- Roseville Electric Office / Warehouse 2070 & 2080 Hilltop Circle
- Roseville Energy Park 5120 Phillips Rd
- Roseville Sports Center 1545 Pleasant Grove Blvd

8. PROJECT CONTROL

- a. The vendor will meet with selected representatives on a regular basis or as determined necessary by the Building Maintenance and Park Maintenance Divisions to review progress and provide necessary guidance to the contractor in solving problems which may arise.
- b. Although there will be continuous liaison with the contractor, the City will meet as often as required with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance.

9. COST OF PROPOSAL PREPARATION

The City will not pay any costs incurred in the proposal preparation, printing or presentation of proposals. All costs shall be borne by the proposing entity.

10. SUBMITTAL OF PROPOSAL

Your submittal package shall include the following:

- a. One (1) original and three (3) printed copies of your proposal; and One
 (1) electronic copy of your proposal in PDF format on CD, flash drive or other electronic media
- b. Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.
- c. Proposals must be submitted ONLY to:

City of Roseville Attn: Lori Hogan 2005 Hilltop Circle Roseville, CA 95747

- d. Faxed and/or emailed proposals will not be accepted.
- e. The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- f. Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions.
- g. All submittals, whether selected or rejected, shall become the property of the City of Roseville and will not be returned.
- h. The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- i. All costs associated with proposal preparation shall be borne by the proposer.
- j. All proposals shall remain firm for **ninety (90) days** following the closing date for the receipt of proposals.

11. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. <u>Failure to include all of the elements specified may be cause for rejection</u>. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions

attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

- Tab A: Introductory Letter with Contractor's name, address, and name of primary contact person.
- b) Tab B: A description of services provided by your company.
- c) Tab C: Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this proposal.
- d) Tab D: Statement of qualifications and experience with public sector work.
- e) Tab E: Company Profile & Information, repeat question number and questions before the answer. (Attachment B)
- f) Tab F: Contractor Licenses (Attachment C)
- g) Tab G: Subcontractor List (Attachment D)
- h) Tab H: List of References (Attachment E)
- i) Tab I: Pricing Sheet (Attachment F)
- j) Tab J: Contractor Type of Work (Attachment G)

12. CONTRACT AWARD

An agreement shall be negotiated following selection. If the City is unable to negotiate a satisfactory agreement with the selected Contractor, it may undertake negotiations with the next-rated candidate. The award will be made to the lowest responsive bidder based on the evaluation criteria.

Failure to provide information/answers and/or incomplete information/answers may result in a "non-responsive bid". The initial contract resulting from this RFP will be effective approximately June 20, 2013 thru June 19, 2016.

13. NOTIFICATION OF WITHDRAWL OF PROPOSAL

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the bidder. Proposals submitted will become property of the City after the Proposal submission deadline.

14. PROTEST OF BID/PROPOSAL SPECIFICATIONS

All protests related to bid or proposal specifications must be submitted to the City no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the City.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

15. PROTEST AWARD OF CONTRACT

In protests related to the award of a CONTRACT, the protest must be submitted no later than five (5) business days after the notice of the proposed CONTRACT award is provided by the City. Protests relating to a proposed CONTRACT award which are received after the five (5) business day deadline will not be considered by the City.

16. PRICING

Bidders must quote price per "Attachment F" by including the following:

- a) By system, equipment or device
- b) By location
- c) Cost per maintenance, monitoring, inspection or testing
- d) Annual total price

Pricing shall be all inclusive of the costs to the contractor including materials, labor, and fuel.

Bidders are to quote pricing by time and materials non-routine repairs and routine repairs (see Attachment "F"). Pricing should state per hourly rate, overtime rates, emergency rates, materials mark-up, equipment rental fees and subcontractor mark-up.

Any requested price increases for the annual renewal terms shall be submitted by the successful bidder and approved by the City prior to the award of subsequent terms. Price increase requests must be substantiated by verifiable documentation such as the Consumer Price Index. The total price increase allowed for any renewal term shall not exceed 3% of the prior year's total contract price. During a contract year, the City may temporarily re-negotiate pricing if it is affected by an unforeseen national/world crisis.

17. INVOICING

The Contractor will be paid monthly for services completed during the previous month. The monthly invoice will be in summary form and shall include the current service agreement number. Attached to the summary invoice must be a copy of the work order, as provided to the designated City representative, for each project. The work order must include but is not limited to: the address / building where project was performed, description of service(s) performed, description of equipment and materials used, service agreement number, and fee/rate charged in accordance with the Contractor's quoted pricing, and the requestor's name.

18. CONTRACT EXTENSION

At the City's sole option, the term of the Agreement may be extended one optional renewal year, up to two renewal years, at the quoted hourly rate in the existing agreement. The option to extend the Agreement will be contingent upon Contractor performance and available funding.

19. JOINT BIDS

Where two or more Suppliers desire to submit a single bid in response to a solicitation, they should do so on a prime/subcontractor basis rather than as a joint venture. The City intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.

20. WORK HOURS

The Contractor shall provide scheduled routine work during regular hours for all projects, except where agreed upon in advance by both the City and the Contractor and in the case of an emergency.

Regular hours for the City are Monday – Friday, 7:00a.m. – 5:00p.m.

21. QUALITY CONTROL

The Contractor will meet with selected representatives on a regular basis or as determined necessary by Building Maintenance and/or City designee to review progress and provide necessary guidance to the contractor in solving problems which may arise.

Although there will be continuous liaison with the contractor, the City will meet as often as required with the contractor's manager for the purpose of reviewing progress and providing necessary guidance.

22. RESPONSIBILITY OF CONTRACTOR

Contractor to furnish all labor, materials, machinery, equipment, ladders, tools and supplies necessary to perform scheduled filter changes and as-needed repairs on all equipment and associated devices related to heating, ventilating, air conditioning, and control systems, including but not limited to changing and/or replacing motors,

capacitors, contactors, and thermostats, repairing leaks and testing parts, all in accordance with the terms of the Contract Documents as described herein.

23. LICENSES

Contractor must have all necessary licenses and permits required by Federal, State, County, City and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of the agreement. Contractor shall notify the City immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the agreement. Bidders must list license information on bid page titled Contractor Licenses (Attachment "C") included in this bid package.

24. PREVAILING WAGE

This is a prevailing wage bid. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over \$25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

25. CONDUCT OF EMPLOYEES

Contractor employees shall conduct themselves in a courteous and professional manner at all times. The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance of the terms and conditions of this contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the contract.

26. INSPECTION OF CONTRACTOR WORK

All services, which include services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection and test by the City to the extent practicable, at all times and places during the term of the Agreement. All inspections by the City shall be made in such a manner as not to unduly delay the work.

If any services are not in conformity with the requirements of the agreement, the City shall have the right to (a) require the Contractor to immediately take necessary steps to perform the services in conformity with the requirements of the agreement, and (b) make monetary deductions to reflect the reduced value of the services performed.

27. SUBCONTRACTORS

In accordance with the requirements of this RFP, bidders shall list the name and

requested information for each subcontractor to whom the bidder proposes to subcontract a portion of the work. A sheet for listing the subcontractors is included in the bid package (See Attachment "D"). The list must be completed in its entirety and additional pages used if necessary. If there are no subcontractors, the list shall be included in the proposal as required, with "NONE" written across the page.

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the agreement without first obtaining written approval from the City. The Contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of the contract. Subcontractors shall be appropriately licensed and perform services under the contract in accordance with all applicable Federal, State, and local laws as well as all terms, conditions, scope of work and requirements set forth in this RFP and any subsequent negotiated services.

28. TERMINATION

This agreement may be terminated by either party upon 45 days prior written notice or immediately in the event that the City determines the Contractor has:

- Failed to make progress to the extent that the successful fulfillment of this contract is in doubt.
- b. Failed to meet specifications, defaulted, in whole or in part, at any time, negligence.
- c. Failed to deliver the supplies or to perform the services within the time specified in this contract or any extension.

Whenever, in the opinion of the City, services are not satisfactory, the Contractor shall be advised of the reasons, If the Contractor fails to correct the unsatisfactory conditions within ten (10) days, the City may declare this contract terminated and contract with another service provider, City shall have no obligation to issue more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that the Contractor (or representing subcontractor) shall again fail to satisfactorily perform services pursuant to this contract, the City may thereupon terminate the contract immediately. Upon termination of the contract, the City shall only be liable for payment of the services rendered satisfactorily.

29. PROTECTION

Contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the Contractors responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

30. ACCESS

The City shall furnish access to all parts of the job sites where the Contractor is to perform work as required by this agreement. Keys and/or access key cards must be kept in confidence, and immediately reported to the City of Roseville if lost or stolen.

31. DAMAGE

Contractor shall be responsible for any damage by their company during the course of completing their work to any building or structure, and shall repair to match existing materials or surfaces to the satisfaction of the City's representative. Contractor shall at their own expense replace any materials damaged to an extent that they cannot be restored to their original condition. Contractor shall be responsible and liable for injury to any life or property during the course of their work. Should a breakdown to City equipment occur due to the negligence of Contractor, the Contractor will be liable for all repair costs.

32. DEBRIS REMOVAL

Contractor shall be responsible for daily collection and removal of all materials from the work site (i.e. old filters, empty boxes, cartons, etc). Contractor shall not use City refuse containers.

Contractor shall be responsible for the cleanup and disposal of debris, waste lubricants, solvents, rags and other contaminates in a proper and legal manner. Environmental guidelines shall be followed in disposing of debris, lubricants, solvents, rags and contaminates. Rags shall be removed in a drip proof container and disposed of in a proper trash container. Waste lubricant and solvents shall not be disposed of at the City. Contractor agrees to leave the job site in a clean and orderly condition and to allow the City to inspect all work to ensure it meets with City's approval.

33. SAFETY

The contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal/OSHA (California/ Occupational Safety and Health Administration), California Department of Industrial Relations, and environmental regulations.

34. MATERIAL SAFETY DATA SHEETS (MSDS)

Contractor shall provide MSDS sheets for all products used in providing the services outlined under this solicitation. MSDS sheets will be kept on file in the Building Maintenance Division at the Corporation Yard.

35. HAZARDOUS MATERIALS

The Contractor shall promptly, and before the site is disturbed, notify the City if the Contractor detects any structural material that may be hazardous as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class

II, or Class III disposal site in accordance of existing law.

36. CONFORMANCE WITH CODES AND STANDARDS

All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the Uniform Building Codes; Title 24 of the California Administrative Code; the National Electrical Code; and other applicable codes, laws or regulations.

37. WARRANTY

The Contractor and/or manufacturer shall warrant all material or products and labor provided under the contract. Warranty periods must be included in responses to the proposal.

The Contractor shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the material or products provided by the Contractor in this bid award, irrespective of whether the Contractor is an agent, broker, fabricator, or manufacturer's dealer. The Contractor shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the City and that services, parts, and labor are available and provided to meet the City's schedules and deadlines. The Contractor may establish a service contract with a local agency satisfactory to the City to meet this obligation if the Contractor does not ordinarily provide warranty service.

All such non-Contractor warranty service, parts, and labor must be clearly identified in the proposal.

38. GENERAL TERMS & CONDITIONS

- a. Standard Contract. Upon completion of the evaluation and recommendation for award, the selected contractor will be required to execute an agreement prepared by the City, a sample of which is included as Attachment A.
- b. **Independent Contractor.** At all times the contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City of Roseville. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City of Roseville, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- c. Non-Appropriation. The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

- d. Conflict of Interest. The contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the contractor or the contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a contractor has no conflicts of interest, a statement to that effect must be included in the proposal.
- e. **Non-Collusion.** Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or subcontractors.
- f. Indemnification & Insurance Requirements. The City's standard indemnification and insurance requirements are provided in the sample contract, Attachment A. All costs of complying with the insurance requirements shall be included in your pricing. The selected contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the contractor's proposal. Alterations to the terms and conditions shall not be allowed.
- g. **Cost of Preparing Proposal.** The City will not pay any costs incurred by any contractor in preparing or submitting a proposal in response to this RFP.
- h. **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- i. Proposals are Public Records. All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council via a published agenda.

- j. **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any contractor in response to any RFP. This RFP does not constitute any form of offer to contract.
- k. Increasing/Decreasing Portions of RFP. The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- Rejection as Non-responsive. Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- m. **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- n. **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- o. **Rejecting Team Members, Firms or Sub-contractors.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- p. Local Business, Small Business, Minority and Women Owned Business. The City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- q. **Withdrawal of Proposals.** Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another contractor prior to the expiration of that ninety (90) day period.
- r. **Electronic Transmittals**. No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- s. **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City

Attorney's Office, on the City supplied addendum form will be rejected as non-responsive.

- t. **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- u. Right to Request Additional Information. During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from contractors.
- v. **Notification of Withdrawal of Proposal.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office.
- w. **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.
- x. Examination of Contract Documents. Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as Attachment A, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.



PURCHASING CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747 (916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT					E AGREEMENT
SERVICE LOCATION	ON:			REQ. NO.: _ SUBMIT ALI CITY OF RO Finance Dep 311 Vernon S Roseville, CA	L INVOICES TO: DSEVILLE Dartment Street
Contractor No.: Telephone No.:	Fax:		Department:		
Contractor:			Acct. Code:		
			Buyer: Phone:		
Start Date	Terms Completion	on Date	Insurance	Limits	Contact
			Approved by	Risk Mgt.	
The contractor chall	from take all lakes accordance to and				fallandan
NOTE: Prevailing wa	ge laws and fair employment practi	MPLE	this agreement.	complish the Certified pay	roll documents must be
NOTE: Prevailing wa	SA	MPLE	this agreement.	complish the Certified pay	roll documents must be
NOTE: Prevailing wa	SA ge laws and fair employment praction voice(s) to the City's Accounts Paya	MPLE	this agreement.	complish the Certified pay	roll documents must be
NOTE: Prevailing was submitted with your in Contractor License No Business License No	SA ge laws and fair employment praction voice(s) to the City's Accounts Paya	MPLE ces apply to able office (s	this agreement. see item 8 of the	Certified pay attached provest of Service:	rroll documents must be visions).
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Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

ATTACHMENT A

- Contractor shall hold harmless, defend and indemnify the City of Roseville and its officers, officials, employees and volunteers from
 and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in
 whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by
 any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole
 negligence, or willful misconduct of the City of Roseville.
- 2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of City.
- 3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
- 4. Time is of the essence of this Agreement.
- 5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided vendor is given a 30 day notice.
- 6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
- 7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
- 8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
- 9. All prevailing wages and fair employment practices will be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.
- 10a. Unless otherwise specified, the Contractor shall maintain the following policies of insurance in full force and effect during the term of this Agreement in the amount shown below. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

Commercial General Liability Insurance (policy to be as broad as the standard ISO form)	\$1,000,000 per occur/\$2,000,000 aggregate
Automobile Liability Insurance including owned, hired, and non-owned vehicles.	\$500,000 per person/\$1,000,000 per accident
Workers' Compensation	Statutory

- 10b. All insurance coverages of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
- 10c. The limits of insurance coverages specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
- 10d. A certificate of insurance, in a form approved by the Risk Management Division, shall be provided by Contractor prior to the execution of this agreement. The City requires at least 30 days prior written notice to the City of any material change or cancellation (10 day for non-payment). The certificate shall include an endorsement naming the City of Roseville, its officers, agents, employees and volunteers as an Additional Insured for on-going and completed operations. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by the City in writing.
- 10e. The Workers' Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.
- 11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
- 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements.

Rev 8/30/12 KJ Service Agreement

Attachment B COMPANY PROFILE & INFORMATION

Company's Legal Name:
Business Address:
Address for mailed funds:
Telephone Number: () Facsimile Number: ()
Length of time the firm has been in business:
Length of time at current location:
Number of employees:
Is your firm a sole proprietorship doing business under a different name: Yes No
If yes, please indicate sole proprietor's name and the business name:
Indicate your firm's federal tax-exempt I.D. number:
Is your firm incorporated: Yes No State where Incorporated:
Regular business hours:
Regular holidays and hours when business is closed:
Contact's name in reference to this bid:
Telephone Number: () Facsimile Number: ()
Email Address:
Name of service manager:
Telephone Number: ()
Facsimile Number: ()
Email Address:

- 1. Provide information about any lawsuits, liens, restraining orders, foreclosures, or other legal/financial actions pending, in progress, or which have been brought against your company in the last three (3) years. If there are none, you must state "NONE".
- 2. Provide a copy of your company's alcohol, substance abuse and weapons policy.
- 3. Are customer service performance measurements monitored and reported?
- 4. What distinguishes your company's services from that of your competition?

- 5. Describe your invoicing process. Provide a sample of your invoice.
- 6. Does your company provide background checks *I* fingerprinting for service providers?
- 7. Average tenure of all employees by classification (management, clerical, techs, etc.)
- 8. What is the process for calculating the cost of annual contract extensions?
- 9. Will you be utilizing subcontractors to provide the services requested in this RFP? If so please explain what services these subcontractors will provide.

Attachment C

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
			
			
·	·		

Attachment D

SUBCONTRACTOR LIST

Address

City

Phone

Job capacity

If subcontractors will not be used, bidder must write "NONE". Company Name Principal Address City Phone Job capacity Licenses and numbers Company Name Principal Address City Phone Job capacity Licenses and numbers_____ Company Name Principal

Licenses and numbers

Attachment E

REFERENCE SHEET / Commercial References

Please provide a minimum of three (3) references for similar Construction services performed. Company Name: Contact Name: Address: Phone Number: Email: Length of Service: Timeframe: Company Name: Contact Name: Address: Phone Number: Email: Length of Service: Timeframe: Company Name: Contact Name: Address: Phone Number: Email: Length of Service: Timeframe:

ADDITIONAL REFERENCE INFORMATION

If so, state:	Ю
CONTRACTING Agency/Firm:	
Address:	
City: State: Zip:	
Contact: Telephone: ()	
Reason for Termination:	
2. Have you (bidder) ever had a CONTRACT which was not renewed other than when CONTRACT was awarded to a lower bidder?YESNO If so, state:	ì
CONTRACTING Agency/Firm:	
Address:	
City: State: Zip:	
Contact: Telephone: ()	
Reason for Non-renewal:	
3. Have you (bidder) ever operated under another company name:YESN	NO
CONTRACTING Agency/Firm:	
Address:	
City: State: Zip:	
Contact: Telephone: ()	
CONTRACTOR'S Signature: Date:	

Attachment F

RATE SCHEDULE FOR ROUTINE & NON-ROUTINE REPAIRS

Standard hourly Labor rate	\$
Overtime hourly Labor rate	\$
Emergency response hourly Labor rate	\$
Standard response time	Hrs
Emergency response time	Hrs
Subcontractor Mark-up (if needed)	%
Materials provided by the Contractor shall be percentage markup to the actual cost of materiany travel time needed for pickup and delivery of	ials. Note: Percentage markup shall include
Your Percentage Markup:	%
Fire Extinguishers	
Fire Extinguisher Hazardous Materials Fee	
Fire Extinguisher O-ring	
Fire Extinguisher Collar	
Fire Extinguisher Valve Stem	
Minimum Service Fee	
The following answers should be answered	d and included with your submission:
1. Are the above hourly rates calculated from the premises or upon arrival at the job site? Pleas	

PRICING SHEET

Below is an example spreadsheet listing the required information for this proposal. Please be sure your list contains all equipment and required inspections as the example below.

			Maint/Inspection/Testing	Cost Per	Cost Per
Location	System/Equip/Device	Qty	Req'd	Test	Year
Civic					
Center	Fire Extinguishers	29	Annual Inspection & Testing	\$7	\$203
			5 Year NFPA 25		
WCGC	Fire Sprinklers	1	Fire Sprinkler Inspection	\$1500	NA
			Qtrly Fire Sprinkler & Alarm		
RPD	Fire Systems		Inspection	\$500	\$2000
Fire 7	UL Fire system	1	Monthly Monitoring	\$30	\$360

Attachment G

CONTRACTOR TYPE OF WORK

Please place a check next to the appropriate types of work that your company performs inhouse:

]	Design
ב	Engineering
ב	Maintenance and Repairs
)	Other