



IRVING

Invitation to Bidders

The **CITY OF IRVING**, Dallas County, Texas will receive sealed bids in the Purchasing Division, First Floor, 845 West Irving Blvd., Irving Texas until **3:00 PM on the due date, November 13, 2008**. Bids will be opened at a public opening in the Purchasing Conference Room, 845 West Irving Blvd., Irving, Texas 75060 at 3:00 PM on the above due date for the following item(s).

ITB 047E-09F

Alarm System (fire and sprinkler) Testing and Inspections

The award will be made at a regularly scheduled meeting of the Irving City Council unless award amount is less than \$25,000.00 and then will be awarded administratively. Bids should be submitted in a sealed envelope addressed to the Purchasing Division and show bid number, bid due date and bid name.

Note: Contracts for Alarm System Annual Testing & Inspection and Alarm System Monitoring & Repair will be bid and awarded separately. Successful bidder awarded one contract will not be eligible for award of the other contract or participate as sub-contractor

For administrative information, contact Ed Matthews, Purchasing division, 972-721-3757.

A mandatory site visit to each location is required for contractors to clearly understand each unit and location that you are bidding. Any questions or concerns need to be provided to the City of Irving at the vendor's conference, preferably in writing. Contractor shall have available all necessary equipment, including any access equipment, such as ladders or lift equipment, to successfully view alarm systems at each site.

It is MANDATORY that you visit each site prior to submitting your bid. You are encouraged to make your site visit following the pre-bid conference; however, if unable to do so, be sure to visit the sites prior to bid due date. Contact respective departments to arrange site visits.

- **Group 1 - Buildings Administered by Construction & Building Services – 972-721-2676**
- **Group 2 - Buildings Administered by the Parks and Recreation – 972-721-7873**
- **Group 3 - Irving Arts Center – 214-878-4942**
- **Group 4 – Landfill Buildings Administered by Solid Waste Services – 972-721-8059**
- **Group 5 – Valley View Municipal Complex Administered by Water Utilities – 972-721-2281**

A Pre-Bid Conference to provide information and answer questions concerning this bid will be held at 8:30 a.m. on November 4, 2008, in the Purchasing Conference Room, 845 W. Irving Boulevard, Irving, Texas, 75060.

The City Council of the City of Irving, Texas, reserves the right to accept or reject any proposal or bid or any part thereof or any combination of bids and to waive any or all formalities.

Conflicts of interest in purchasing are controlled by Section 16-12 of the Code of Civil and Criminal Ordinances of the City of Irving and section 171 of the Local Government Code.

The City of Irving Website is www.cityofirving.org. Click on Departments, Purchasing for all Purchasing related information.

STANDARD INSTRUCTIONS TO BIDDERS

REQUIREMENT AND INSTRUCTIONS FOR BIDDERS: These specifications are prepared for your review and use. Any alterations to these specifications will result in disqualification from being considered for award on this bid.

Bids that contain any omission, erasures, or contain additions of items not called for in the bid documents, or that contain irregularities of any kind, may or may not be considered. All signatures should be in writing and in ink.

Upon bidders submitting proposals they shall not withdraw or cancel such proposals and all sums deposited with such proposals will be held by the City of Irving until all proposals submitted shall have been canvassed and award of contract made, signed and if a performance bond is required furnished and approved. All sums deposited with proposals will then be returned to the respective bidders.

The City of Irving, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by the City of Irving, Texas, to the successful bidder upon request.

Deviations from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

No employee of the City of Irving shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services.

COOPERATIVE PURCHASING: The City of Irving participates in the State of Texas Cooperative Purchasing Program administered by the Texas Building and Procurement Commission. Irving also has an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council, Tarrant County and North Texas DemandStar Users Group. Where applicable the City of Irving will compare bid prices and award to the lowest, best and most responsible bidder.

Subject to Section 271.102, Texas Local Government Code, governmental entities utilizing Inter-local Cooperative Purchasing agreements with the City of Irving will be eligible, but not obligated, to purchase materials or services under this contract awarded as a result of this solicitation. All purchases for materials and services by Governmental Entities other than the City of Irving will be ordered by and billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Irving will not be responsible for another Governmental Entity's debts. Should other Governmental Entities decide to participate in this contract, the Vendor agrees that all terms, conditions, specifications and pricing would apply.

BID POSTINGS: These specifications and future specifications may be downloaded from the City of Irving website at no charge (www.ci.irving.tx.us). Bids may also be posted on various Internet services, such as DemandStar by Onvia (www.demandstar.com). There may or may not be a charge for vendors to access this service from the various providers. The City of Irving does not participate in the electronic bid submittal that is offered by any Internet Service. No additional charges are to be incurred from these services for vendors who are actually awarded any portion of a bid.

DISCOUNTS: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice, otherwise City will deduct 2% within 30 days. In the event cash discounts are offered by the bidder the discount date shall begin with the date of the original invoice or the receipt of all item(s) covered by the purchase order, whichever is the later date.

STANDARD INSTRUCTIONS TO BIDDERS - CONTINUED

AWARD: The City of Irving will award contracts for Alarm System Annual Testing and Inspection and Alarm System Monitoring and Repair will be bid and awarded separately. Bidders may bid on both solicitations or either one, but must bid on all items within a solicitation. In the event that one bidder is the lowest, responsive, responsible bidder on both solicitations, the City will determine which award, if any, to make based on the City's best interest.

CANCELLATION STATEMENT: This contract is subject to cancellation upon sixty day written notice by the City of Irving without cause.

ACCOUNTS LISTING: Each bidder must enclose an Accounts Listing, containing a minimum of five customers where the bidder has supplied the same or similar goods or service.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the contracted price(s). It is further understood that the supplier shall not have any claim against the City of Irving for quantities less than the estimated amount.

UNIT PRICES SHALL PREVAIL: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PAST PERFORMANCE: All vendors will be evaluated on their past performance and prior dealings with the City of Irving.

INVOICING: The City of Irving operates on a purchase order basis. Please do not perform any services or deliver supplies, materials or parts without obtaining a purchase order number. All invoices must reference a purchase order number; must be self-explanatory as to the charges for services, repairs, and/or materials/parts; and must reflect contract pricing. Invoices are to be sent to the City of Irving, Financial Services Department, P. O. Box 152288, Irving, TX 75015-2288.

PAYMENT: Payment for purchase orders shall not be processed until shipment has been received and accepted by the using department.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Irving.

VENDOR CONTACT: If the vendor representative and/or contact for the City of Irving on this contract changes during the contract period, vendor must notify the City of Irving Purchasing Division in writing within two weeks of the change.

VENDOR WORKFORCE: The Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the City's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services for the City, and may not employ such worker again on Contract services without the City's prior written consent.

STANDARD INSTRUCTIONS TO BIDDERS – CONTINUED

BIDDING AS AGENT: Bidder(s) shall not bid as an agent for another person or company.

INDEMNITY: The City of Irving will not accept a contract which contains any provision causing the City of Irving to indemnify the vendor for any reason.

SUBMITTAL/DELIVERY OF BIDS: Vendors shall submit two copies of their bids and brochures. At least one of these copies must have an original signature and be marked “Original”. Each bid should be placed in a sealed envelope, and shall bear on the outside of the envelope, the name and address of the bidder as well as the designation of the response, showing the bid number, bid due date, and bid name in the lower left hand corner. Failure to comply may result in a late bid delivery. (See example of envelope below.) Bids forwarded by U.S. Mail shall be sent First Class; forwarded by USPS delivery service including, Priority, Express, Overnight, Two-Day, Next Day, etc.; any other courier service; or hand-delivered to the **destination address listed below**. **PLEASE NOTE: THE CITY PICKS UP MAIL AT THE MAIN POST OFFICE ONLY ONCE EACH CITY BUSINESS DAY AT 7:00 AM. MAIL WILL NOT BE PICKED UP BY THE CITY ON POSTAL OR CITY HOLIDAYS.**

**Mailing Address; Hand Delivery, or Delivery Service
City of Irving, Purchasing Division
845 W. Irving Boulevard, First Floor
Irving, TX 75060**

All bids will be accepted at the time and place set in the advertisement and in these specifications. BIDDER BEARS THE RISK OF DELAYS IN DELIVERY. BIDS RECEIVED AFTER THE TIME SET FOR PUBLIC OPENING WILL BE RETURNED TO SENDER UNOPENED. LATE BIDS WILL NOT BE ACCEPTED!

LATE PENALTY AND INTEREST (PAID TO VENDOR): Any late penalty and interest charges will be applicable thirty (30) days after receipt of a correct invoice or the receipt of goods/services, whichever date is later, at a rate as stipulated by state law.

LATE PENALTY DAMAGES AND INTEREST (PAID TO CITY OF IRVING): Penalty damages in the amount of five percent per month may be deducted from the contract price for each thirty day period, or portion thereof, for merchandise or services that are delivered after the specified delivery date by vendor.

NONRESIDENT - RECIPROCAL BID ACT: You are advised the City of Irving, Texas is bound by Article 601g V.A.T.C.S. in the award of contracts. If your firm is not a resident of Texas, you must determine if your state prohibits the award of a government contract to a Texas vendor unless the Texas vendor is lower than a resident vendor by some percent. After making that determination you are instructed to advise the Purchasing Division in writing of that fact and provide a copy of the applicable state statute.

CONFLICTS: In the event of conflicts between the written bid proposal and information obtained verbally, the written bid proposal will prevail in the determination of the successful bidder.

VENDOR AGREEMENT: Vendor agreements to be signed by the City of Irving will not be accepted.

NO ADDITIONAL CHARGES ALLOWED - No charges, such as miscellaneous shop charges, environmental charges, fees, etc. will be paid by the City of Irving if not listed in your bid response. However, charges imposed by the State of Texas or Federal Government after the bid award will be honored. Any additional charges listed in your bid response will be taken in consideration as part of the award evaluation.

Additional Instructions

Annual Contract: Even though a department or division may not be specifically named in a bid, items awarded to a vendor are available to each department or division.

Local Office: Bidders for this contract shall maintain a local (DFW Metroplex) business office. Vendor recommended for award must provide evidence of local availability of personnel, equipment, maintenance facility, alarm monitoring facility, and administrative offices, in order to provide prompt and efficient contract services. Travel distance and response will not excuse contractor from completing scheduled work and services within set time parameters.

Contract Period: This contract begins **January 1, 2009 and runs through December 31, 2009.**

Renewal Option: The City may exercise, with the contractor's approval, two 2-year renewal options. Renewals are subject to the same terms and conditions as the awarded contract.

Permits - The City of Irving will require that all applicable permits be issued prior to commencement of any work. No City of Irving fee will be charged for City of Irving permits.

Disposal of Refuse - Contractor shall clean the site and dispose of all refuse at a Texas Commission on Environmental Quality (TCEQ), formerly Natural Resource Conservation Commission (TNRCC) approved landfill other than the City of Irving Landfill.

Invoicing - The City of Irving operates on a purchase order basis. All invoices must reference a purchase order, must clearly reflect the contract pricing, and must be self-explanatory as to all charges. Each of the five departments administering the buildings may award a "Time and Materials" contract or a "Full Service" contract. Applicable invoicing is as follows:

- **Invoicing if Contract is Based on Time and Materials Without a Full Service Contract** - The contracted vendor will receive separate purchase orders from the city departments administering the buildings for the fixed contracted dollars for the annual testing and inspection.

No Additional Charges Allowed - No charges, such as environmental charges, fees, etc. will be paid by the City of Irving if not listed in your bid response. However, charges imposed by the State of Texas or Federal Government after the bid award will be honored. Any additional charges listed in your bid response will be taken in consideration as part of the award evaluation.

Sub-Contractors – Sub-contractors are allowed on this contract with prior approval from the City of Irving. Sub-contractors to be utilized in this contract are to be identified with your bid response and must comply with all federal and local certifications and experience as specified. The sub-contractors also must provide an "Accounts Listing" showing their experience with contacts and phone numbers provided along with a copy of their required certifications. Sub-contractor may be neither the primary contracted vendor for the Fire Monthly Monitoring and Repairs contract, nor may they be a sub-contractor of the Fire Monthly Monitoring and Repairs contract.

Alarm Inspection Notification – Upon successful completion of the fire alarm inspection of each facility, customer will be notified in writing, within 3 business days, of any impairments, fault conditions or compliance issues that would prohibit system from normal and effective operation. Verbal notification will occur immediately upon completion of inspection.

Annual Inspection and Service Reports – The original report and two copies of each must be provided to the City of Irving within seven (7) business days. The original report is to be labeled “original” and left in a protective sleeve at each alarm site (protective sleeves must be provided by the awardee if not already at the sites). The second copy is to be labeled “Department Copy” and sent to the department administering the building. The third copy is to be labeled “Fire Marshal’s Copy” and sent to the Irving Fire Marshal’s Office. Mail to: City of Irving (Department Name or Person’s Name), P.O. Box 152288, Irving, TX 75015-2288.

Background Checks – Background checks will be required for any vendor employees entering work area of the Criminal Justice Building. Background checks will be conducted by the Irving Police Department at no charge to the vendor, and must be completed and approved before employees may enter the building’s work are(s).

Contractor's Insurance

The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, which may be encountered in the performance of this contract in the amounts as shown below in sub-paragraph (A). The Contractor shall provide the following:

- A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	Statutory Limit as set forth in the Worker's Compensation Act.
Commercial General Liability (Public)	\$500,000 Each Accident \$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate

- B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability (Public) Insurance Policy furnished by the Contractor.
- C. Written Notification: Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the City of Irving, Purchasing Division, 845 W. Irving Blvd., Irving, Texas, 75060.
- D. Premiums and Assessments: Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk or the Contractor.
- E. Certificate of Insurance: Proof that the insurance is in force shall be furnished to the City on City of Irving Standard Certificate of Insurance Forms enclosed in this packet; or at the option of the City, proof of insurance may be accepted on the ACORD form with the following specific endorsements indicated on the ACORD certificate:
CG 20 26-11/85 (Additional Insured – Designated Person or Organization) to designate City of Irving; and
CG 02 05-01/96 (Amendment of Cancellation) to state 30 days cancellation notice.
- F. Primary Coverage: The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City of Irving, Texas, for its benefit, including self insurance.
- G. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Irving, the contractor shall furnish the City proof of identical continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.

The Contractor shall not commence work on any Contract in the City of Irving until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

Workers' Compensation Insurance - The City desires that the successful bidder have workers' compensation and employer's liability insurance of statutory limits. The City retains its discretion to consider and award alternative bids which will indemnify the City of Irving from the liability for illness or injury to the bidders' employees, if no other competitive bidders who otherwise meet specifications has the required worker's compensation and employer's liability insurance. If alternate insurance is provided, the alternative insurance carrier must have an A.M. Best rating of a minimum of (A) up to (A++), financial size a minimum of (XV) or a Financial Performance Rating of (6) or higher. For an explanation of A.M. Best ratings, see <http://www.ambest.com/ratings/guide.html>.

Workers' Compensation Insurance Coverage - Continued

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on the project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

Workers' Compensation Insurance Coverage - Continued

- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as require by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

AFFIDAVIT RE PROVISION OF INSURANCE
(Must be Signed by Contractor and Insurance Agency)

I have discussed the insurance requirements of this project with my insurance provider and have supplied them with the portion of the **Instructions for Bidders** that contains the insurance specification. My insurance provider has agreed to complete the "Standard Certificate of Insurance Form for the City of Irving" without modification and to provide the coverages required by the insurance specifications without substitutions. I understand that a failure to provide the insurance coverages required, and proof of same on an unmodified "Standard Certificate of Insurance Form for the City of Irving" is grounds for rejecting my bid.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> CONTRACTOR (Company Name)
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> BY (Signature)
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> PRINTED NAME
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> PRINTED TITLE

I have reviewed the insurance requirements contained in Bid # 018-07F and determined that our agency can provide the needed coverages. I will execute an unmodified City of Irving Certificate of Insurance reflecting the required coverages once the contractor has acquired the coverages from us.

 Print Name - Title

 Signature

 Insurance Agency

 Date

(This Page To Be Completed and Returned With Bid.)

Rev. 6/98

City of Irving CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO ADDITIONAL RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D

COVERAGES

THIS IS TO CERTIFY TO THE **PURCHASING MANAGER** THAT THE FOLLOWING POLICIES OF INSURANCE, SUBJECT TO THEIR TERMS, CONDITIONS AND EXCLUSIONS, HAVE BEEN ISSUED BY THE COMPANIES COVERING THE INSURED NAMED BELOW FOR THE TYPES OF OPERATIONS AND AT THE LOCATIONS DESCRIBED HEREIN. IT IS UNDERSTOOD AND AGREED THAT NONE OF THE POLICES REFERENCED HEREIN WILL BE CANCELED, CHANGED, REDUCED IN COVERAGE, OR ALLOWED TO EXPIRE WITHOUT AT LEAST THIRTY (30) DAYS ADVANCE WRITTEN NOTICE BY CERTIFIED MAIL TO THE **PURCHASING MANAGER** AT THE ADDRESS LISTED UNDER CERTIFICATE HOLDER BELOW.

TYPE OF LIABILITY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS (\$000)	
GENERAL LIABILITY				GENERAL AGGREGATE	\$
<input type="checkbox"/> COMM GEN LIABILITY				PRODUCTS-COMP/OP AGG	\$
<input type="checkbox"/> CLAIMS MADE				PERSONAL & ADV INJURY	\$
<input type="checkbox"/>				EACH OCCURRENCE	\$
<input type="checkbox"/>				FIRE DAMAGE(any one fire)	\$
<input type="checkbox"/> CITY ADDITIONAL INSURED				MED EXP (any one person)	\$
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
<input type="checkbox"/> ANY AUTO				BODILY INJURY (per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> CITY ADDITIONAL INSURED					
GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
<input type="checkbox"/> CITY ADDITIONAL INSURED				EACH ACCIDENT	\$
				AGGREGATE	\$
EXCESS LIABILITY				EACH OCCURRENCE	\$
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
<input type="checkbox"/> OTHER THAN UMBR					
<input type="checkbox"/> CITY ADDITIONAL INSURED					
WORKERS' COMPENSATION				STATUTORY LIMITS	
EMPLOYER LIABILITY				EACH ACCIDENT	
PROPRIETOR/PARTNERS/ INCLUDED				DISEASE - POLICY LIMIT	\$
EXECUTIVE OFFICER ARE:				DISEASE -EACH EMPLOYEE	\$
<input type="checkbox"/> INCL <input type="checkbox"/> EXCL					
All Risk Builder's Risk					
<input type="checkbox"/> CITY NAMED INSURED					
OTHER					

ENDORSEMENTS: (PLEASE CHECK MARK WHICH ENDORSEMENTS HAVE BEEN ATTACHED TO THESE POLICIES)

Premises/Operations	Products/Compl. Operations	CG 2503 "Amended Aggregate Limit of Insurance per Project"	Independent Contractor
Blank Cont/Hold Harmless	Owner/Contractor/ Protective	Explosion, Collapse & Underground Damage (XCU)	OCCURRENCE POLICY
Extended Bodily Injury	Broad Form PD	Personal Injury, with employment exclusion deleted	ADDITIONAL INSURED

CERTIFICATE HOLDER

THE CITY OF IRVING has been named an additional insured by an endorsement to the coverages, other than Workers' Compensation and Employers' Liability, listed herein with regard to the Insured's activities under this project and all premiums arising from the coverages herein shall be the responsibility of the Insured.

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days advance written notice to the certificate holder by certified mail.

CONTRACTUAL LIABILITY

Subject to policy terms, conditions and exclusions, specific Contractual Liability coverage is provided as follows:
 Only for liability assumed by the Insured under its Contract with the City of Irving for the operations described herein.
 All Contracts between the Insured and the City of Irving

SIGNATURE

Authorized Representative

ACKNOWLEDGEMENT

On this ____ day of _____, 2____ personally appeared _____, an authorized representative of _____ (name of producer) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose of proving that the Insured is covered by the policies of insurance indicated above.

[SEAL]

Notary Public in and for the State of _____

My Commission Expires _____

Upon Award - This Form or ACCORD form to be Completed and Notarized by Your Insurance Agency and Returned to:
 City of Irving, Purchasing Division, PO Box 152288, Irving TX 75015-2288
 If ACCORD form is used, additional insured statement must be included

CITY OF IRVING
CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
(Must be Completed, Signed and Notarized by Insurance Agency)

I, _____, an authorized representative of _____, do
(Insurance Agency)

certify that the workers' compensation policy, of the insured _____,
(Contractor)
 on the "Standard Certificate of Insurance Form for the City of Irving" meets all current Texas state laws and requirements.

By: _____ Address: _____

Title: _____ Date: _____

On this ____ day of _____, 2____, personally appeared _____,
 an authorized representative of _____
(Insurance Agency)

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose of certifying that the Insured is covered by worker's compensation in accordance with current Texas state laws.

My commission expires:

 Notary Public In and For the State of Texas

(Complete Only if You are Awarded This Contract.)

This Form to be Returned to:
 City of Irving, Purchasing Division, P.O. Box 152288, Irving TX 75015-2288

Rev. 6/98

INDEMNIFICATION BY CONTRACTOR

(Must be Signed by the Contractor)

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a City of Irving Standard Certificate of Insurance evidencing the required coverage.

CONTRACTOR (Company Name)

BY (Signature)

PRINTED NAME

PRINTED TITLE

(This Page To Be Completed and Returned With Bid.)

Rev. 6/98

Intent & Award - The intent of these specifications is to award a contract for the annual testing and inspection for the fire alarm and fire sprinkler systems at various City of Irving locations. This contract, in its entirety, will be awarded to one contractor; therefore, bidders must bid on all lines to be considered responsive.

Primary Contact - Contractor must provide a primary contact for all City of Irving communications relating to contract performance for all services provided in this contract. The City will not deal directly with third parties.

New Installations and Additional Sites - Additional systems and/or City of Irving sites may be added to the testing and inspections building list during this contract period on an “as needed” basis.

General - Ownership of the fire alarm systems with complete control and programming of these systems is the sole property of the City of Irving. The annual fire alarm and fire sprinkler testing/inspection schedule must be approved by the appropriate City of Irving Department administering the buildings (Construction & Building Services, Parks and Recreation, Irving Arts Center, Solid Waste Services, or Water Utilities) prior to any annual testing being performed.

The contracted vendor must supply all equipment necessary to perform annual testing at each location including access equipment, such as ladders or lifts for high ceilings, etc.

Examination of Sites and Conditions: Before submitting bid, the bidder should:

- a) Carefully examine the specifications and the contract documents.
- b) Become fully informed of existing conditions and limitations.
- c) Visit and inspect all work/service locations. Determine routes of ingress and egress. (See cover page for phone numbers.)
- d) Include in the bid proposal, all sums sufficient to cover all contract work, and guarantee items required within the contract agreement.
- e) Acquire any clarifications necessary to accurately and responsibly complete the bid proposal.
- f) The bidder must rely entirely upon his own examination, measurements and experience in submitting his bid.

The omission of specific reference to any materials or labor necessary to complete all elements within this specification, shall not be interpreted as relieving the Awardee from furnishing such materials or labor. Any additional cost incurred by the contractor, not included in submitted bid price, will be absorbed by the awardee.

Sections I - Fire Alarm Systems Annual Testing and Repairs

- 1) This section requires the awardee to perform the state required annual testing on all fire alarm systems installed in City of Irving buildings as per **NFPA 72**. This contractor will test, inspect, and provide a list of any and all necessary repairs for each building in order for the building to be in full compliance. Certification of all fire alarm systems for each building must be provided and sent to all applicable City of Irving buildings. The contractor bidding on this contract will be bidding on all locations with a Fire Alarm System.
- 2) A copy of each service report for fire alarm systems or fire sprinkler systems must be left at the test site. Also, within seven (7) business days after the testing, a copy of the service report is to be mailed to the appropriate department administering the building (Construction & Building Services, Parks and Recreation, Irving Arts Center, Solid Waste Services, or Water Utilities); and the Irving Fire Marshal's Office. Mail to: City of Irving, (Department Name) P. O. Box 152288, Irving, TX 75015-2288.
- 3) An annual fire alarm and fire sprinkler testing/inspection schedule must be provided by contractor, and approved by the appropriate City of Irving Department, (Construction & Building Services, Parks and Recreation, Irving Arts Center, Solid Waste Services, or Water Utilities) prior to any annual testing being performed.
- 4) Annual testing of the fire alarm systems for the Civic Center and the Irving Criminal Justice Center will not be performed during the normal working hours, 7:00 a.m. to 6:00 p.m., Mondays through Fridays. No overtime will be paid for the annual testing of these systems even though the testing is not performed during normal working hours.
- 5) Each bidder must provide with this bid a copy of the following documents, which are issued by the State of Texas Fire Marshal's Office to perform fire alarm service, and by NICET (National Institute for Certification in Engineering Technologies) for fire alarm system training and experience certification.
 - State of Texas Certificate of Registration for fire alarm company, provide a copy of A.C.R. certificate with bid package.
 - Contractor must have State Fire Alarm License (F.A.L.....) and provide a copy of license with the bid package.
 - Fire Alarm Technician License for servicing technicians. All fire alarm technicians that will be working at job site must provide a copy of their license with the bid package.
 - A NICET Level IV (Senior Engineering Technician) Certificate in the fire alarm sub-field from an employee of the local bidding company is to be included in the bid package.

Contractor must be U.L. listed for service under U.U.J.S. listing. A copy of the U.L. Certificate of Compliance shall be included in the bid package.

- 6) Contractor shall maintain an adequate number of employees and vehicles to satisfactorily perform required scheduled services.
- 7) Contractor shall employ skilled, responsible, and professionally trained persons who in manner & character are suitable to a business administering to the type patronage found in owner's facilities. Under the contract, the Owner shall have the right to require that the Contractor dismiss from the premises any employees of the Contractor whose conduct is improper, inappropriate, or offensive, and such employees shall not be re-employed on the subject premises by the Contractor without written consent of the Owner.
- 8) Each service technician performing work on the equipment included in this Contract shall be professionally trained, properly licensed, and have a minimum of five (5) years field experience, or equivalent, performing service to any and all equipment listed within in this specification. Contractor shall also be fully proficient, and have professional knowledge of all industry standards, innovations, equipment, and regulations necessary to professionally perform the contract. Copies of required licensing and / or certifications shall be provided within the bid submittal.
- 9) Contractor shall have in their possession at the time of commencement of the contract all necessary tools, test equipment, calibration equipment and technical service literature necessary to properly inspect, test and the specific makes & models of all equipment installed in the Owner's facilities.
- 10) Contractor shall provide, and have available, all necessary equipment, including access equipment (ladders or lift equipment) to successfully perform service and testing at time of scheduled service.
- 11) Current & past performance on other contracts shall be considered in determining a Contractor's ability to successfully execute the terms & conditions of this bid.
- 12) Contractor shall be able to demonstrate the ability to service an account of our magnitude and have adequate backup resources. Required references will be provided with the bid proposal as evidence.
- 13) Every fire alarm device, including heat detectors, smoke detectors, alarm bells, horns, strobe lights, pull stations and fire alarm control panel will be activated and its proper operation confirmed during each test.
- 14) Contractor shall provide documentation for inspections which will include exact physical locations of all fire alarm devices as well as zone & address locations with test results, all applicable control panel voltages, test results of all applicable auxiliary functions, names of technicians performing service and a detailed account of all required repairs. These reports will be typed into a computer and printed. An example of this documentation will be submitted with the bid.

- 15) Prospective bidders who are unable to meet the above listed minimum requirements will be considered unqualified to provide the fire alarm services being requested at this time. Qualified bidders will need to conduct surveys of the facilities prior to bidding in order to examine building layouts, verify equipment manufacturers and system types and to ensure accurate device counts.

Sections III - Fire Sprinkler Systems Annual Testing

- 1) This section requires the awardee to perform the state required annual testing on fire sprinkler systems installed in City of Irving buildings as per NFPA 25. This contractor will test, inspect, provide certification of water fire-line pump systems, and/or fire sprinkler systems for the applicable City of Irving buildings. Any necessary repairs found during this process must be included as a detailed report. The contractor who bids on this section will be bidding on all locations with a Fire Sprinkler System, including the locations with Fire Pumps.
- 2) A copy of each service report for testing and certification of water fire line pump systems, and testing and certification of fire sprinkler systems must be left at the test site. Also, within seven (7) business days after the testing, a copy of the service report is to be mailed to the appropriate department administering the building (Construction & Building Services, Parks and Recreation, Irving Arts Center, Solid Waste Services, or Water Utilities); and the Irving Fire Marshal's Office. Mail to: City of Irving, (Department Name) P. O. Box 152288, Irving, TX 75015-2288.
- 3) Annual testing of the fire sprinkler systems for the Civic Center and the Irving Criminal Justice Center will not be performed during the normal working hours, 7:00 a.m. to 6:00 p.m., Mondays through Fridays. No overtime will be paid for the annual testing of these systems even though the testing is not performed during normal working hours.
- 4) Awardee is responsible for identifying recalls on sprinkler heads. If any recalls are found, awardee is responsible for preparing and filing the proper paperwork and following up to ensure that the recalls are properly and timely replaced.
- 4) Bidder's Qualifications:
 - a. The successful service provider must be state licensed with a SCR number, and include the local servicing office certificate with bid package. Must have NICET (National Institute for Certification in Engineering Technologies) level three (3) supervisor in the field office providing the service and enclose a copy of certificate with the bid. Contractor must have State Fire Sprinkler License (F.S.L.....) and provide a copy of their license with their bid package.
 - b. The successful bidder shall be able to provide the following services with in-house employees:
 - Overhead Sprinkler systems; for testing and inspection
 - Backflow Preventer systems; for testing and inspection (include copies of local service employees' state and city certificates with bid)
 - Underground Sprinkler work
 - Microbiologically Induced Corrosion Testing, system degradation analysis, and abatement services.

- c. All servicing employees must be Skilled Labor, with a minimum of five years of experience as a working Sprinkler Fitter. Copies of all personnel certifications must be provided within bid submittals.
- d. Provide with the bid documents five (5) references of other current service customers. Include name of customer, contact name and phone numbers.
- e. All inspection reporting shall be computer generated and printed, and shall list make, model, and serial number for all equipment in each system. Each system shall be identified in the reporting individually as discrete systems. Also, inspection reporting format shall include all annual inspection tasks according to NFPA 25 listed in a line-item fashion and each line item will reference the applicable code section.
- f. The successful service provider must have adequate trucks, tools, and personnel to perform all tasks and must complete the scope of work without the assistance of owner's staff or equipment.
- g. The successful service provider must provide all necessary access equipment, including ladders or lift equipment to perform testing and inspection for date/time scheduled.

5) Annual Test of Fire Sprinklers Scope of Work:

- a. **TEST AND INSPECTION SERVICES:** The following items per NFPA 25 will be determined and noted on the inspection report:
 - Is the building occupied?
 - Are all the Sprinkler System(s) in service?
 - Have all Sprinkler Systems been extended to all visible areas of the building?
 - Does there appear to be 18" between the top of all storage and the sprinkler deflector?
 - Has there been a change in occupancy (increased hazard) since the last inspection?
 - Are all system(s) in service?
 - Are the hydraulic plates in good condition?
- b. **MAIN DRAIN TEST:** Open the Angle Valve(s) and flow water to check static and residual pressure. Static and residual pressure readings from the two-inch drain test shall be recorded at the control valve and indicated on the inspection report.
- c. **ALARM VALVE:** Perform the following test and inspection operations on the Alarm Valve Apparatus and document the results on the inspection report:
 - Manually operate the control valve(s) to ensure valve functions per the manufacturers recommended specification.
 - Oil and Lubricate valve stem(s) with the device appropriate lubricant.
 - Alarm valve gauges shall be tested by comparison with a calibrated gauge to confirm the gauge is within three percent (3%) of variance. Gauges outside of the maximum allowed variance , or older than five (5) years of age will be replaced at no additional cost. (Where no drain-down is required)
 - Test Tamper and Flow Switches during operation of control valves.
 - Visually inspect and clean strainer to Water Gong.
 - Open the inspector's test valve and check operation of the Water Gong.

- If the Water Gong fails to actuate during the inspection and can be repaired on site with labor only; such cleaning, adjustment, or repairs will be affected by the technician before the inspection is completed. (Back Plate, Screws, Gasket damage not included)
 - Test Automatic Ball Drip to confirm operation of free-moving parts.
 - Inspect for proper Signage. If missing, the appropriate signage will be affixed at no additional charge. (i.e.: Alarm Test Line, Control Valve, Main Drain, Air Line signs)
 - Confirm the appropriate number of spare Sprinkler heads and Wrench are available in the spare head box. Should there be an insufficient number to comply with applicable standards, replenish with the appropriate number of OEM or equal (if available) heads having the same orifice and K factor and .5 or .75 inch wrenches required for compliance at no additional charge. (Specialized wrenches to be ordered separately)
 - The inspection technician will perform a random visual inspection of piping, couplings, hangars for signs of wear, damage, or failure.
 - Verify sprinkler system(s) in service.
 - Confirm all control valve(s) sealed and/or supervised in the open position.
 - Ensure all control valve(s) are Identified.
- d. **FIRE DEPARTMENT CONNECTION CAPS:** Inspect covered premises for appropriate FDC caps and replace missing caps as needed.
- e. **ANTI-FREEZE SYSTEMS:** Where a covered system includes an Anti-Freeze System, test the Specific Gravity of the solution present in the system for appropriate temperature protection in that application and add up to two (2) gallons of anti-freeze solution as needed at no additional cost. (Additionally required anti-freeze will be billed under a separate invoice) Assumes no drain-down or refill labor.
- f. **FIRE HYDRANTS AND P.I.V. VALVES:** Exercise the connection caps to confirm proper operation, and to maintain free movement. Inspect Nozzle, Threads, and Operating Nut for worn threads and other damage that might impede performance, and apply proper lubricant if inspectors will flow the hydrant until water runs clear and to confirm proper discharge.
- g. **HOSE STATIONS:** Inspect for the following:
- Look for missing caps
 - Inspect for damage to the Fire Hose Connection
 - Missing Valve Handles
 - Leaking Valves
 - Visible obstructions
 - Missing Restricting Device
 - Re-racking or hose replacement can be performed on a separate quotation
- h. **DRY STAND PIPE:** Check for thread damage on valve wheels, and connection caps, and will lubricate if appropriate.
- i. **VISUALLY INSPECT ALL SPRINKLER HEADS:** Visually inspect accessible sprinkler heads in the covered area for obstructions, painting, damage, any recalls, etc. Advise City of findings on the inspection report. Replace up to six (6) missing Sprinkler Head Guards at no additional cost.

- j. DOCUMENTATION:** All accessible components and devices will be logged for:
- Proper operation where applicable
 - Test results/applicable variances from compliance
 - Any discrepancies noted, recommendations for correction, and any corrections made on site
 - Maintain documentation for five years.
- k. ANNUAL DRY SYSTEMS TEST AND INSPECTION, IN ADDITION TO ABOVE:**
- Confirm priming level, Check Valves and Strainer.
 - Perform a Partial, or “Dry Trip Test” on the system. (This test does not flood system like the three year test does)
 - Visually inspect accelerator for debris and clean as needed.
 - Test Quick Opening Devices of Accelerator if provided.
 - Visually inspect Air compressor for condensation or water from supply. Check oil level for adequate level, and operate compressor to confirm proper functioning.
 - Drain water, add oil, as needed during the inspection.
 - Confirm proper operation of low air pressure switch and adjust as needed.
 - Check for adequate heat in valve room.
 - Blow Out Low-Point Drains to remove excess moisture.
 - Check Air Compressor for unusual noises or vibration and adjust mountings or stabilize compressor as needed
- l. THREE YEAR DRY SYSTEM TEST**
- Perform a full flood trip test on the system with the supply valve at full open.
 - Record operation time, observe water discharge pattern, record pressures.
 - Disassemble the face plate and visually inspect internal Dry Pipe Valve and gaskets. Clean the flapper and seat area of debris. (Damaged gaskets or hardware replaced at additional cost.)

Sections I - Fire Alarm Systems Testing and Inspection

Can you comply or state
what you are bidding?

General Requirements:

- _____ Has State Fire Alarm License. (Include copy within bid submittals.)
- _____ Annual testing and inspection of the fire systems for the Civic Center and The Irving Criminal Justice Center will not be performed during the normal working hours, 7:00 a.m. to 6:00 p.m. Mondays through Fridays. No overtime will be paid for the annual testing of these systems even though the testing is not performed during normal working hours.
- _____ The contractor will perform one annual alarm test on each fire alarm system as required by state law (**NFPA 72**) and report in detail any necessary adjustments, maintenance checks and repairs to meet functional requirements.
- _____ Any recommended upgrade of systems must be an attachment to this bid. Any charges for upgrades will be a one time charge per location during the first 90 days of the initial contract period.
- _____ Contractor has all the required licenses and certificates and will maintain during the life of the contract. (Include copies within bid submittals.)

Vendor's Signature _____ Company's Name _____

Sections II - Fire Sprinkler Systems Testing and Inspection

**Can you comply or state
what you are bidding?**

General Requirements:

- _____ Annual testing and inspection of the fire sprinkler systems for the Civic Center and The Irving Criminal Justice Center will not be performed during the normal working hours, 7:00 a.m. to 6:00 p.m. Mondays through Fridays. No overtime will be paid for the annual testing of these systems even though the testing is not performed during normal working hours.
- _____ The contractor will perform one annual alarm test on each fire sprinkler system as required by state law and report in detail any necessary adjustments, maintenance checks and repairs to meet functional requirements as per **NFPA 25**.
- _____ The contractor shall perform annual testing, inspection and certification of all Water Fire-line Pump systems at each applicable location. Current locations are the Irving Civic Center and the Irving Central Library.
- _____ The contractor shall perform annual testing and certification of the fire sprinkler systems for each applicable location.
- _____ Any recommended upgrade of systems must be an attachment to this bid. Any charges for upgrades will be a one-time charge per location during the first contract year.
- _____ Contractor has all the required licenses and certificates and will maintain during the life of the contract. (Include copies within bid submittals.)
- _____ Contractor shall provide, and have available, all necessary personnel, equipment (including access equipment), tools, material, and test equipment to successfully perform testing and inspection at time of scheduled service.

Vendor's Signature _____ **Company's Name** _____

City of Irving, Texas
 Bid Name: Alarm Testing and Inspection
 Bid Number: 047E-09F
 Bid Due Date: November 13, 2008

PROPOSAL PAGE

Group 1 – Buildings to be Administered by the City of Irving Construction and Building Services

Item #	Building	Address	Burglary	Fire	Sprinkler System	Annual Testing & Inspection Fee
1	Animal Shelter	100 N. Briery Road,		X		\$ _____
2	Brighter Tomorrows	222 Falcon		X		\$ _____
3	Building Maintenance/Custodial/HVAC	124 N. Briery Road		X		\$ _____
4	Central Warehouse	3000 Rock Island, 75060	X	X	X	\$ _____
5	Civic Center-including exterior Knox Boxes	825 W. Irving Blvd., 75060		X	X	\$ _____
6	Civic Center Basement	825 W. Irving Blvd., 75060	X			\$ _____
7	Contract & Fuel Administration	835 W. Irving Blvd., 75060		X	X	\$ _____
8	Contract & Fuel Administration – Records	835 W. Irving Blvd., 75060	X			\$ _____
9	Criminal Justice Center	305 N. O’Connor, 75061		X	X	\$ _____
10	Family Advocacy Center	600 W. Pioneer, 75061	2	2	X	\$ _____
11	Fire Administration/Purchasing	845 W. Irving Blvd., 75060	X	X	X	\$ _____
12	Fire Prevention Education Station	1230 Glenwick,	X			\$ _____
13	Fire Station #2	1306 N. Story Road, 75061		X	X	\$ _____
14	Fire Station #5	2925 W. Shady Grove, 75060		X	X	\$ _____
15	Fire Station #6	2601 Esters, 75062		X	X	\$ _____
16	Fire Station #11	6200 Love Drive		X	X	\$ _____
17	Heritage House	303 S. O’Connor, 75060	X	X		\$ _____
18	Human Services Building	440 S. Nursery		X		\$ _____
19	ICTN Building	233 S. Rogers,	X	X		\$ _____
20	North Police Station	5992 Riverside Drive,	X			\$ _____
21	Northwest Library	2928 N. Beltline Road,		X		\$ _____
22	Police & Fire Training Academy	2603 N. Esters Road, 75062	X			\$ _____
23	Police Storage Building	5982 Riverside Drive,		X		\$ _____
24	Southwest Library	2216 W. Shady Grove Road,		X		\$ _____
25	Valley Ranch Branch Library	9940 W. Valley Ranch, 75063		X	X	\$ _____
26	Valley Ranch Library	401 Cimarron Trail,				\$ _____

City of Irving, Texas
Bid Name: Alarm Testing and Inspection
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Bid Due Date: November 13, 2008

27	Valley View Municipal Center – Auto Pound	401 Valley View Lane,		X	X	\$ _____
28	Central Library	801 W. Irving Blvd.				\$ _____
Charges for Buildings Administered by Construction & Building Services						\$ _____

In the event repairs are required as a result of the inspection, you would be required to re-inspect the site in order to complete the successful inspection and certification of each property. Please list your hourly rate charged for such a re-inspection visit:

\$ _____/hour

Vendor's Signature _____

Company's Name _____

City of Irving, Texas
 Bid Name: Alarm Testing and Inspection
 Bid Number: 047E-09F
 Bid Due Date: November 13, 2008

PROPOSAL PAGE

Group 2 – Buildings to be Administered by the City of Irving Parks and Recreation Department

Item #	Building	Address	Burglary	Fire	Sprinkler System	Annual Testing & Inspection Fee
1	Bear Creek Heritage Park – Davis House	3925 Jackson Street, 75061	X	X		\$ _____
2	Bear Creek Heritage Park – Masonic Lodge	3925 Jackson Street, 75061	X	X		\$ _____
3	Bear Creek Heritage Park – Sam Green House	3925 Jackson Street, 75061	X	X		\$ _____
4	Cimarron Recreation Center	201 Red River Trail, 75063	X	X	X	\$ _____
5	Community House	135 S. Jefferson, 75060	X	X		\$ _____
6	Fritz Service Center	312 E. Vilbig	X	X		\$ _____
7	Garden & Arts Center	906 S. Senter		X		\$ _____
8	Georgia Farrow Recreation Center	530 Davis, 75061	X	X	X	\$ _____
9	Harrington Soccer Complex – Concession Building	3585 World Cup Way	X	X		\$ _____
10	Harrington Soccer Complex – Service Center Maintenance Building	3585 World Cup Way	X			\$ _____
11	Heritage Park Depot	217 Main Street, 75060	X			\$ _____
12	Heritage Square Senior Center (Partition #1)	200 S. Jefferson,	X	X	X	\$ _____
	Heritage Square Aquatic Center (Partition #2)	200 S. Jefferson	X	X	X	N/A (Common Partitioned System)
13	Jaycee Arts	2000 W. Airport Freeway,		X		\$ _____
14	Las Colinas Service Center	5964 Riverside Drive,		X		\$ _____
15	Lee Recreation Center	3000 Pamela, 75062	X	X	X	\$ _____
16	Lively Pointe Youth Center	915 O’Connor, 75061	X	X	X	\$ _____
17	Mustang Recreation Center	2223 Kinwest Parkway,	X	X	X	\$ _____
18	North Irving Service Center	5826 Valley View Lane, 75038	X			\$ _____
19	Northwest Recreation Center	2800 Cheyenne, 75062	X	X	X	\$ _____
20	Senter East Building	228 Chamberlain, 75060		X		\$ _____
21	Senter Recreation Center	901 Senter Road, 75060	X	X	X	\$ _____

City of Irving, Texas
Bid Name: Alarm Testing and Inspection
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Bid Due Date: November 13, 2008

22	Trinity View Park Adult Softball – Concession Building	200 S. Wildwood, 75060	X			\$ _____
23	Trinity View Park – Service Center Maintenance Building	2221 E. St. Hwy 356, 75060	X			\$ _____
24	Trinity View Park – Storage Building	2221 E. St. Hwy 356, 75060	X			\$ _____
Charges for Buildings Administered by Parks and Recreation Department						\$ _____

In the event repairs are required as a result of the inspection, you would be required to re-inspect the site in order to complete the successful inspection and certification of each property. Please list your hourly rate charged for such a re-inspection visit:

\$ _____/hour

Vendor's Signature _____ **Company's Name** _____

City of Irving, Texas
 Bid Name: Alarm Testing and Inspection
 Bid Number: 047E-09F
 Bid Due Date: November 13, 2008

PROPOSAL PAGE

Group 3 – Buildings to be Administered by the City of Irving Irving Arts Center

Item #	Building	Address	Burglary	Fire	Sprinkler System	Annual Testing & Inspection Fee
1	Arts Center	3333 N. MacArthur, 75062	2	X	X	\$ _____
Charges for Buildings Administered by Irving Arts Center						\$ _____

In the event repairs are required as a result of the inspection, you would be required to re-inspect the site in order to complete the successful inspection and certification of each property. Please list your hourly rate charged for such a re-inspection visit:

\$ _____/hour

Vendor's Signature _____ **Company's Name** _____

City of Irving, Texas
 Bid Name: Alarm Testing and Inspection
 Bid Number: 047E-09F
 Bid Due Date: November 13, 2008

PROPOSAL PAGE

Group 4 – Buildings to be Administered by the City of Irving Solid Waste Services

Item #	Building	Address	Burglary	Fire	Sprinkler System	Annual Testing & Inspection Fee
1	Landfill Office	220 W. Hunter Ferrell, 75060	X			\$ _____
2	Landfill Maintenance Office	220 W. Hunter Ferrell, 75060	X			\$ _____
Charges for Buildings Administered by Solid Waste Services						

In the event repairs are required as a result of the inspection, you would be required to re-inspect the site in order to complete the successful inspection and certification of each property. Please list your hourly rate charged for such a re-inspection visit:

\$ _____/hour

Vendor's Signature _____ Company's Name _____

City of Irving, Texas
 Bid Name: Alarm Testing and Inspection
 Bid Number: 047E-09F
 Bid Due Date: November 13, 2008

PROPOSAL PAGE

Group 5 – Buildings to be Administered by the City of Irving Water Utilities

Item #	Building	Address	Burglary	Fire	Sprinkler System	Annual Testing & Inspection Fee
1	Building A	333 Valley View Lane, 75061	X	X		\$ _____
2	Building B	333 Valley View Lane, 75061	X	X		\$ _____
3	Building C	333 Valley View Lane, 75061	X	X		\$ _____
4	Building D	333 Valley View Lane, 75061	X	X		\$ _____
Charges for Buildings Administered by Water Utilities						

In the event repairs are required as a result of the inspection, you would be required to re-inspect the site in order to complete the successful inspection and certification of each property. Please list your hourly rate charged for such a re-inspection visit:

\$ _____/hour

Vendor's Signature _____ Company's Name _____

City of Irving, Texas
 Bid Name: Alarm Testing and Inspection
 Bid Number: 047E-09F
 Bid Due Date: November 13, 2008

Proposal Summary

Description	Total Annual Testing and Inspection For Each Building By Group
Group 1 - Construction & Building Services	\$ _____
Group 2 - Parks and Recreation	\$ _____
Group 3 - Irving Arts Center	\$ _____
Group 4 -Solid Waste Services	\$ _____
Group 5 - Water Utilities	\$ _____
Total of All City of Irving Buildings	\$ _____

Vendor's Signature _____ Company's Name _____

City of Irving, Texas
Bid Name: Alarm Testing and Inspection
Bid Number: 047E-09F
Bid Due Date: November 13, 2008

Upon notification that my company is being recommended for award on this bid, I understand that I must have all of the required insurance forms completed and delivered to the City of Irving no later than **10 working days from notification date**. City of Irving insurance forms are available on the City of Irving website.
I fully understand this requirement and will comply. Yes No

If you are a Minority or Women Owned Business Enterprise, please check appropriate box WB (Women Owned)
 Black Hispanic Asia-India Asia-Pacific Native American
If certified MN or WB, please attach a copy of your certification with your response.

If awarded this contract or a portion of the contract, would bidder be willing to allow other governmental entities to piggyback off this contract under the same terms and conditions?
 Yes No

<p>IMPORTANT</p> <p>Terms _____ % _____ Days.</p> <p>If not otherwise indicated, City will deduct 2%/30 days as specified in the Standard Instructions to Bidders.</p> <p>-----</p> <p>Indicate one of the following type of ownerships:</p> <p>Corporation Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Sole Proprietorship Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Partnership Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Other (specify type) _____</p>	<p>Firm Name _____</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p> <p>Address _____</p> <p>City _____</p> <p>State _____ Zip _____</p> <p>Telephone # _____</p> <p>Fax # _____</p> <p>E-Mail _____</p>

ATTACHMENT A - ACCOUNT LISTINGS

Please list at least five (5) business references for which you have performed the same or similar services. Current valid daytime telephone numbers and specific contact persons must be included with bid submittals. Note: Failure of bidder to provide references with current contact persons and valid phone numbers may cause the bid to be considered to be non-responsive, and may be grounds for rejection of bid by the City.

1. Name of Company: _____
Contact Name: _____
Address: _____
Telephone: _____

2. Name of Company: _____
Contact Name: _____
Address: _____
Telephone: _____

3. Name of Company: _____
Contact Name: _____
Address: _____
Telephone: _____

4. Name of Company: _____
Contact Name: _____
Address: _____
Telephone: _____

5. Name of Company: _____
Contact Name: _____
Address: _____
Telephone: _____

Vendor's Signature _____ Company's Name _____

Instructions for Completing the Following Contract

- **Bidder shall execute and return with their bid the following two-page contract.**
- **The first page of the contract must be properly completed and signed with the company name printed exactly as stated on the proposal page.**
- **The second page of the contract is to be completed, utilizing the appropriate acknowledgment, and must state the company name, person's name and title exactly as stated on the first page of the contract.**

ATTACHMENT B – CONTRACT AND ACKNOWLEDGMENT

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary Public In and For

County, _____

My Commission expires: _____

SINGLE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary Public In and For

County, _____

My Commission expires: _____

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary Public In and For

County, _____

My Commission expires: _____

(This page with the appropriate acknowledgement is to be returned with bid)

ATTACHMENT C – CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the attached Questionnaire, Form CIQ, the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity (local government officers of the City of Irving). **By law, Form CIQ must be filed with the City of Irving if the vendor or person submits an application, response to a request for proposals or bids, correspondence, or writing related to a potential agreement with the City of Irving** (please refer to Section 176.006, Texas Local Government Code at:

<http://www.capitol.state.tx.us/statutes/docs/LG/content/htm/lg.005.00.000176.00.htm#176.006.00>

or contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506 for more detail).
To view a listing of the City of Irving’s local government officers, please click

http://www.ci.irving.tx.us/elected_officials/ and http://www.ci.irving.tx.us/city_manager/index.asp .

IMPORTANT: A VENDOR OR PERSON COMMITS AN OFFENSE IF HE OR SHE FAILS TO FILE FORM CIQ IN ACCORDANCE WITH SECTION 176.006, LOCAL GOVERNMENT CODE. AN OFFENSE UNDER THIS SECTION IS A CLASS C MISDEMEANOR.

City of Irving, Texas

Bid Name:

Bid Number:

Bid Due Date:

Vendor Name:

ATTACHMENT C – CONFLICT OF INTEREST (This page to be submitted with bid response.)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

ATTACHMENT C – CONFLICT OF INTEREST (This page to be submitted with bid response.)

FORM CIQ

Page 2

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?
 Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date