

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**RESOLUTION NO. 15-11**

For the purpose of selecting Performance Systems Integration for Fire Alarm Testing and Services at the Oregon Convention Center and authorizing the Interim General Manager of Visitor Venues to execute a contract with Performance Systems Integration.

**WHEREAS**, the Oregon Convention Center requires ongoing comprehensive testing and repair services; and


**WHEREAS**, a competitive bidding process was conducted according to Metropolitan Exposition Recreation Commission's (MERC) Contracting and Purchasing Rules; and

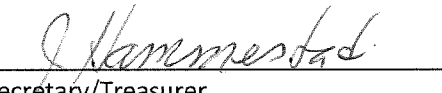
**WHEREAS**, MERC staff has evaluated the bids and Performance Systems Integration is the lowest responsive and responsible bidder.

**BE IT THEREFORE RESOLVED** as follows:

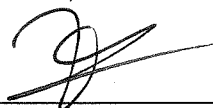
1. MERC selects Performance Systems Integration as the lowest responsive and responsible bidder in response to the Request for Bids for the Annual Fire Alarm System Testing and Services – for the Oregon Convention Center.
2. MERC approves the contract with Performance Systems Integration in the form substantially similar to the attached Exhibit A and authorizes the Interim General Manager of Visitor Venues to execute the contract on behalf of the Commission.

Passed by the Commission on June 3, 2015.

  
Chair

  
Secretary/Treasurer

Approved As to Form:  
Alison R. Kean, Metro Attorney

By:   
Nathan A. S. Sykes  
Deputy Metro Attorney

## MERC Staff Report

**Agenda Item/Issue:** For the purpose of approving a contract with Performance Systems Integration for Fire Alarm Testing and Services at the Oregon Convention Center.

**Resolution No:** 15-11

**Date:** June 3, 2015

**Presented by:** Scott Cruickshank

**Background:** The services being requested for the OCC includes annual testing of all fire alarm systems, per National Fire Protection Association (NFPA) guidelines, for proper operation, providing necessary repairs and replacement of parts and documentation of findings and work performed by skilled technicians. All work and equipment, its performance, use, inspection, testing and maintenance shall comply with all applicable codes and jurisdictions.

MERC contracting code requires competitive sealed bids under ORS Chapter 279C for public improvements. As such, MERC is required to accept the lowest responsive and responsible bid. Through the venues' commitment to contracting with firms owned by and employing individuals from diverse backgrounds, MERC staff included in the bid documents good faith program requirements for outreach to the State of Oregon Certified Minority-Owned, Women-Owned and Emerging Small Business (MWESB) community and the First Opportunity Target Area (FOTA) community.

The program establishes procedures to maximize utilization of MBEs, WBEs and ESBs for MERC projects. The following steps required to help MERC monitor the usage of these firms, were outlined in the RFB and were included in the evaluation of bids:

1. Identify areas in which Bidder intends to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.
3. Contact several (or all) certified MBE/WBE/ESB firms listed (with the State of Oregon) to perform the work needed.  
Metro Procurement Services can provide Bidder with a list of firms upon request [bidsandproposals@oregonmetro.gov](mailto:bidsandproposals@oregonmetro.gov).
4. Negotiate with interested, available and capable MBE/WBE/ESB firms who submit competitive bids.
5. Report to MERC all sub-contractors contacted. Please include their response and price quoted.
6. List all sub-contractors that Bidder intend to use on this project.

Please note a selected MBE/WBE/ESB firm must be used unless MERC authorizes a substitution after contract award.

The following MBE/WBE/ESB Program forms are to be completed and returned as part of your Bid submission. Contact Procurement services at [bidsandproposals@oregonmetro.gov](mailto:bidsandproposals@oregonmetro.gov) if additional information is required.

In addition to these requirements, the RFB was published in the online version of El Hispanic News and the Daily Journal of Commerce, as well as ORPIN.

On March 12, 2015, MERC staff conducted a site walk for potential bidders in which two fire alarm contractors attended. Both firms provided bids, however neither of the respondents were FOTA or MWESB certified. The lowest responsible and responsive bidder was Performance Systems Integration.

**Fiscal Impact:** This contract expense is budgeted in the OCC budget on an annual basis.

**Recommendation:** Staff recommends the Metropolitan Exposition Recreation Commission, by Resolution No. 15-11, approve the contract award and written contract (attached hereto) with Performance Systems Integration for Fire Alarm Testing and Services for the Oregon Convention Center; for a period of five years in the amount of two hundred seventy thousand and 00/110 dollars (\$270,000) for the Fire Alarm Testing and Services at the Oregon Convention Center.

# Standard Public Contract

MERC CONTRACT NO. 205063

## For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Performance Systems Integration**, whose address is **7324 SW Durham Road, Portland, OR 97224**, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing **June 10, 2015** through and including **May 30, 2020**.

### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for a maximum price not to exceed **Two Hundred Seventy Thousand AND 00/100<sup>TH</sup> DOLLARS (\$270,000.00)**.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

### ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

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## ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- D. Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or

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claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

## ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

## ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

## ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
  2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
  3. Any cost and pricing data relating to the contract; and
  4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries

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of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

## ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

## ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

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## ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials \_\_\_\_\_.**

## ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## ARTICLE XVIII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

## ARTICLE XIX SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its



# Standard Public Contract

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MERC CONTRACT NO. 205063

severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

## ARTICLE XX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

## ARTICLE XXI DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Performance Systems Integration  
7324 SW Durham Road  
Portland, OR 97224  
503-641-2222 fax

To Metro: Metro Procurement Services  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Matt Uchtman  
777 NE Martin Luther King Jr Blvd  
Portland, OR 97232  
503-537-7806 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

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MERC Contract No. 205063

## 1. Purpose and Goal of Work

Contractor shall provide testing, maintenance and repairs (as requested) and annual reporting to satisfy AHJ's and NFPA requirements for a Class A facility.

## 2. Description of the Scope of Work

Contractor shall test all components of the fire alarm system for proper operation and document findings in electronic service reports as testing is completed. Smoke detectors shall be cleaned as required and sensitivity verified.

The testing and service shall be performed in conformance with all NFPA 72 guidelines as well as all federal, state, and local rules, regulations, codes, and laws.

Contractor will provide a minimum of 350 - 450 man hours to complete the testing due to the various locations and accessibility of devices.

Other than man lifts, the Contractor shall provide all required equipment, material, tools, transportation, experienced technical labor and supervision to perform the services as described. Trained, qualified Contractor personnel may use OCC man lifts to perform the testing. OCC man lift availability is based upon facility event schedule and facility needs.

### A) Work Schedule

The testing will need to be completed around the building event schedule as the work cannot interfere with booked events. The majority of the testing will be scheduled and performed during regular business hours Monday – Friday working around the building event schedule. Work days and hours may be irregular and non-consecutive due to building event schedule. Testing may be scheduled during off shift hours (evenings) if necessary to complete the testing.

### B) Personnel

The Contractor shall provide at least two trained technicians during fire alarm testing to activate the devices, monitor output, and acknowledge signal at the fire alarm panel. OCC will not provide personnel to help with testing beyond granting access to areas needed for inspection/testing. **Please complete Exhibit B – Personnel & References.**

### C) Qualifications

- C1) Lead testing technician minimum qualifications:
  - NICET II Fire Certification for Fire Alarm Technicians & Testing Personnel
  
- C2) Contractor minimum qualifications:
  - Edwards Systems Technology (EST3) Certified Technician(s)
  - FireWorks Certified Technician(s)
  - NICET IV Technician(s) on staff for engineering review
  
- C3) Fire Alarm contractor must be an approved manufacturer representative of EST Fire Alarm systems.

# Scope of Work – Attachment A

MERC Contract No. 205063

<b>D) OCC Fire Alarm System Equipment</b>	<b>Quantity</b>
• Edwards Fire Alarm Panel	1
• GE Security Fireworks Computer	1
• Field Node Panels	7
• XLS 180 Watt Amplifiers	25
• Power Boosters (Strobes)	26
• Remote Control Annunciator Panels	3
• Addressable Smoke Detectors	453
• Addressable Heat Detectors	25
• Addressable Duct Detectors	366
• Addressable Pull Stations	1
• Tamper Monitor Module	59
• Water Flow Monitor Module	62
• Speakers/Horns	552
• Phone Jacks or Warden Stations	3
• Door Holders	40
• Digital Dialer	1
• Elevators (servicing 3 floors)	12
• Facility Horn/Strobe/Evacuation Annunciation Test	1

**E) Documentation**

- E1) Contractor shall provide OCC a complete electronic NFPA 72 fire alarm system inspection report upon completion of testing. This report must be provided via an online barcode system that OCC can access and download via a standard web browser. Initial data entry and setup of online reporting system is the contractor's responsibility. OCC also requires one (1) hard copy report in a covered binder and with separated section tabs be delivered within five business days of the completion of testing.
  
- E2) Testing and Inspection reports shall include at a minimum, the device type, the manufacturer, the model number, addressable ID, install date, location and description of area where device is physically installed and the time and date the device was tested. The technician shall record the services performed during the test and inspection, the results of any such tests, and the recommendation for correcting any discrepancies found during the inspection.
  
- E3) All discrepancies will be available on a formal NFPA report and accessible on any web browser within 48 hours or two business days of the test & inspection to review with OCC personnel for corrective action.
  
- E4) System configuration shall be verified during the annual inspection and test and compared to the existing records. An updated electronic copy shall be provided to the OCC Contract Manager after testing if any changes occur.
  
- E5) Annually, the Contractor shall provide a report of recommended equipment upgrades or replacement parts along with associated costs for future budgetary planning.

# Scope of Work – Attachment A

MERC Contract No. 205063

**F) Repair and Replacement**

Upon request by MERC, for non-routine repairs, replacements and installations and for hourly rate work with adequate plans and specifications or written directions, the Contractor shall prepare and submit a written estimate of labor, equipment, and materials which will be required to perform work specified. Contractor must use the hourly rate submitted with its proposal in calculating estimates. This work may then be performed only with MERC's written authorization. Upon authorization, actual work shall not exceed the Contractor's estimate without MERC's prior written approval.

**MERC reserves the right, for non-routine repairs, repairs, replacements and installations, to procure separately for any of these projects.**

**G) Training**

Contractor shall provide up to 8 hours of training annually for Oregon Convention Center staff (security, electricians and building engineers) who operate the system and respond to fire, supervisory, and trouble alarms.

**H) Emergency Services**

Contractor shall respond to emergency service requests on a time and materials basis. Emergency service calls should be returned within two hours with emergency service within 24 hours of call. A written report shall be completed for each visit detailing purpose of call, summarizing the work performed, and estimated charges. Please provide a rate schedule for emergency work.

Item No.	Number of Units	Description of Item	Total Amount (figures)
1	#1	Year One Testing and Inspection	\$20,710.00
2	#1	Year Two Testing and Inspection	\$21,800.00
3	#1	Year Three Testing and Inspection	\$23,900.00
4	#1	Year Four Testing and Inspection	\$23,900.00
5	#1	Year Five Testing and Inspection	\$23,900.00

# Scope of Work – Attachment A

MERC Contract No. 205063

Type of service	Days of the week	Rate	Unit
Installation Services	Monday-Friday	\$110.00	/hour
Programming Services	Monday-Friday	\$110.00	/hour
Code Consulting Services	Monday-Friday	\$110.00	/hour
System Engineering Services	Monday-Friday	\$135.00	/hour
CAD Drafting Services	Monday-Friday	\$135.00	/hour
Administrative Services	Monday-Friday	\$90.00	/hour
Parts/Materials Markup Percentage		30%	flat rate

Miscellaneous Service Hourly Rates				
Time Designation	Day of the Week	Hours (please define hours)	Rate	Unit
Regular Hours	Monday-Friday	<u>7:00 AM – 4:30 PM</u>	\$110.00	/hour
	Saturday	<u>All Hours</u>	\$165.00	/hour
	Sunday	<u>All Hours</u>	\$165.00	/hour
Overtime Hours	Monday-Friday	<u>4:30 PM – 7:00 AM</u>	\$165.00	/hour
	Saturday	<u>All Hours</u>	\$165.00	/hour
	Sunday	<u>All Hours</u>	\$165.00	/hour
Emergency Hours	Monday-Friday	<u>7:00 AM – 4:30 PM</u>	\$110.00	/hour
	Saturday	<u>All Hours</u>	\$165.00	/hour
	Sunday	<u>All Hours</u>	\$165.00	/hour
Emergency Overtime Hours	Monday-Friday	<u>4:30 PM – 7:00 AM</u>	\$165.00	/hour
	Saturday	<u>All Hours</u>	\$165.00	/hour
	Sunday	<u>All Hours</u>	\$165.00	/hour

# Scope of Work – Attachment A

MERC Contract No. 205063

Holidays	<u>All Hours</u>	\$220.00	/hour
Parts/Materials Markup Percentage		30%	flat rate

Formula on which hourly rate increases shall be based:

There is no hourly rate increase.

### 3. Deliverables/Outcomes

Accurate and timely reporting and maintenance and repair of system per specifications.