



REQUEST FOR PROPOSALS
City of Louisville, Colorado
City Hall Mass Notification System

The City of Louisville is seeking qualified contractors to provide a turnkey design and installation of a Mass Notification System.

Specifications and submittal documents are attached and can also be found on the City of Louisville website.

A mandatory pre-proposal conference will be conducted at 749 Main St. Louisville, CO at **9:00 AM on May 19th, 2022.**

Proposals may be emailed to kfrey@louisvilleco.gov or sealed written proposals clearly marked City Hall Mass Notification System will be received until **4:00 PM, May 31st, 2022** at Louisville City Hall, 749 Main Street, Louisville, Colorado, 80027

The City of Louisville is an Equal Opportunity Employer.

PROPOSAL DOCUMENTS

1.0 City Hall Mass Notification System

Work shall conform to the agreement, RFP documents, and exhibits A and B

- 1.1 **Award** – The City of Louisville reserves the right to reject any or all proposals or portions thereof and to waive any informalities or defects.

Preference will be hereby given to local Contractors, based on the “Local Vendor” procedures in the City of Louisville “Purchasing Policies and Procedures Manual”.

- 1.2 **Insurance** - Simultaneously with the execution of the Agreement, the Contractor will deliver to the Owner the required proof of insurance.

- 1.3 **Conference** - Before starting the work, a conference will be held to review and establish a working understanding between the parties as to the services. Present at the conference will be the Contractor and its supervisory staff, the Facilities Manager and other City staff who will be responsible for coordinating the Notification System installation.

2.0 INSTRUCTIONS TO PROPOSERS

- 2.1 Pricing must be submitted on the forms provided (exhibit B). All items shall be properly filled out. Numerals, printing and signatures shall be written in ink. Signatures shall be in longhand. Alternative proposals will not be considered.

- 2.2 Prior to submitting a proposals, proposers must satisfy themselves by personal examination of "all" areas listed on the bid proposal and by examination of the specifications and requirements of the work and quantities of work to be done, and shall not at any time, after submission of a proposal, dispute or complain nor assert that there were any misunderstandings in regard to the nature or amount of work to be done. Proposers also shall carefully examine the form and time of the Contract, existing conditions and limitations, and shall include in the proposal, monies to cover the cost of all services included in the agreement and all insurance and administration costs.

- 2.3 The proposers may withdraw any proposal submitted at any time prior to the time set for closing deadline, provided a request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing deadline.

- 2.4 Sealed proposals for the work hereinafter described will be received by the **City of Louisville**, at **City Hall, 749 Main Street, Louisville, Colorado 80027** until **4:00 PM on May 31st 2022**. Proposals shall be submitted in a sealed envelope and

labeled "City Hall Mass Notification System". Proposals may be deposited at Public Works - Facilities or mailed to City of Louisville, Public Works - Facilities, 749 Main Street, Louisville, Colorado 80027.

Alternately, proposals may be emailed no later than 4:00PM on May 31, 2022 to:

kfrey@louisvilleco.gov

Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alteration or irregularities of any kind or which do not comply with this "Instructions to Proposers" may be rejected at the option of the Owner.

2.5 If discrepancies or omissions are found in the RFP or Agreement, or if the proposer is in doubt of the meaning or needs clarification, he shall notify the Facilities Manager in writing, as all responses must be written. If the point or points in question are not clearly and fully set forth, a written addendum will be sent to each person obtaining the RFP documents. The Owner will not be bound by, or responsible for oral instructions, interpretations or representations.

2.6 The RFP documents contain the provisions of the agreement between the Owner and the Contractor. No information obtained from any officer, agent or employee of the Owner on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

2.7 **City of Louisville Project Manager** - The City of Louisville Facilities Manager is the responsible City staff member to provide direction to the Contractor.

2.8 **Pre-proposal Conference** - A mandatory pre-proposal conference is scheduled, at **9:00 AM on May 19, 2022** at Louisville City Hall, 749 Main St. Louisville, CO, with the Facilities Manager. The City Staff will be available to tour the facilities, review the general requirements of the Agreement, and answer questions about the scope of work required. **Attendance at a pre-proposal conference will be required to submit a proposal. If you cannot attend the scheduled pre-proposal conference, you may request an alternate time by contacting Mr. Frey.**

3.0 TERM OF AGREEMENT

Agreement shall be for the period commencing **June 7th** and ending **July 31st, 2022** or as mutually agreed to by the City and the Contractor.

4.0 INSURANCE REQUIREMENTS

The Contractor must provide proof of insurance as required in the agreement.

4.1 Certificate - A certificate of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Owner prior to commencement of any work under the Agreement. The Owner shall have the right to request and obtain copies of any insurance policies required hereunder. The certificate shall identify the Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior to written notice has been given to the Owner. The City of Louisville, its officers and employees shall be listed as additional insured by the Contractor on each certificate. The completed certificate of insurance shall be sent to: The City of Louisville, Attn: Facilities Manager, 749 Main St, Louisville, CO 80027.

5.0 Subcontracting Work - The Contractor shall employ only workers who are competent to perform the work assigned to them. The Contractor shall not employ any subcontractor (whether initially or as a substitute) for any portion of this contract, except carpet and upholstery cleaning, which must be pre-approved by the City of Louisville Project Manager.

City Hall Mass Notification System

THIS PROPOSAL IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned PROPOSER proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. PROPOSER accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for sixty days after the day of Proposal deadline. Proposer will sign and submit the Agreement and other documents required within ten days after the date of OWNER's Notice of Award.
3. In submitting this Proposal, PROPOSER represents, as more fully set forth in the Agreement, that:

- (a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
_____	_____
_____	_____

- (b) PROPOSER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) PROPOSER has reviewed and checked all information and data shown or indicated on the Contract Documents.
- (d) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (e) PROPOSER has given the OWNER written notice of all conflicts, errors, ambiguities or discrepancies that PROPOSER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to PROPOSER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- (f) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham proposal; PROPOSER has not solicited or induced any person, firm or corporation to refrain from

proposing; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Proposer or over OWNER.

4. PROPOSER will complete the Work in accordance with Contract Documents for the following price(s):

EXHIBIT B

City Hall Mass Notification System Pricing & Information

1. Lump sum cost for the following:

Turnkey design and installation Mass Notification System as per RFP documents and Specifications:

\$ _____

2. List of at least three references (may be separately attached). Please include name, title, organization, phone number and email

Reference 1.

Reference 2.

Reference 3.

3. Proposed Project completion date or timeline:

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4. Details that are relevant to the Proposal and completion of the Project (may be separately attached):

ADDITIONAL DOCUMENTS

5. The following documents are attached to and made a condition of this Proposal:

- (a) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Proposal;
- (b) Anti-Collusion Affidavit;
- (c) Certification of EEO Compliance
- (d) Pre- Contract Certification Regarding Employing Illegal Aliens
- (e) If PROPOSER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this proposal shall be addressed to: The address of PROPOSER indicated below.

SUBMITTED on _____, 20__.

If PROPOSER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of incorporation)

By _____
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

Attest

(Secretary)

Business address: _____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venture partner must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF SUBCONTRACTORS

PROJECT: City Hall Mass Notification System
OWNER'S PROJECT NUMBER: 301191-650110
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: _____ Telephone No. _____
Address: _____
_____ City: _____ State: _____
Zip Code: _____ Services/equipment to be provided:

Name: _____ Telephone No. _____
Address: _____
_____ City: _____ State: _____
Zip Code: _____ Services/equipment to be provided:

Name: _____ Telephone No. _____
Address: _____
_____ City: _____ State: _____
Zip Code: _____ Services/equipment to be provided:

Name: _____ Telephone No. _____
Address: _____
_____ City: _____ State: _____
Zip Code: _____ Services/equipment to be provided:

Name: _____ Telephone No. _____
Address: _____
_____ City: _____ State: _____
_____ Zip Code: _____ Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
_____ City: _____ State: _____
_____ Zip Code: _____ Services/equipment to be provided: _____

ANTI-COLLUSION AFFIDAVIT

PROJECT: City Hall Mass Notification System
OWNER'S PROJECT NUMBER: 301191-650110 OWNER:
CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.
- 2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid. 3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME

SECOND CONTRACTOR'S FIRM OR
COMPANY NAME (IF JOINT VENTURE)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SWORN BEFORE ME THIS _____ DAY OF, _____, 20____

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

CERTIFICATION OF EEO COMPLIANCE

PROJECT: City Hall Mass Notification System
OWNER'S PROJECT NUMBER: 301191-650110 OWNER:
CITY OF LOUISVILLE, COLORADO

Instructions: BIDDER's and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

- 1. Yes No I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.

 - 2. Yes No I have participated in a previous contract/subcontract subject to the equal opportunity clause.

 - 3. Yes No I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.
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I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR
 BIDDER **PROPOSED SUBCONTRACTOR**

BY: _____

TITLE: _____

DATE: _____

Prohibition Against Employing Illegal Aliens

PROJECT: City Hall Mass Notification System

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contract has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the Program prior to entering into this contract, that Consultant shall apply to participate in the Program every three months until Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 817.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

**Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

PROJECT: City Hall Mass Notification System
OWNER'S PROJECT NUMBER: 301191-650110
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this _____ day of _____, 20____.

Proposer: _____

By: _____

Title: _____

SAMPLE AGREEMENT

PROJECT: City Hall Mass Notification System
OWNER'S PROJECT NUMBER: 301191-650110 **OWNER:**
CITY OF LOUISVILLE, COLORADO

This Agreement, is made and entered this _____ day of _____, 2021 by and between the City of Louisville ("City"), a Colorado municipal corporation and [*insert contractor name*] ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work – Price. The Contractor agrees to perform for the City all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Work").

The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed *[insert amount]*. Costs for the Work shall not exceed those shown in Exhibit B. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, bonds, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

2. Contract Documents. The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: *[reference scope of work documents]* All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the City.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the City of Louisville.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the City of Louisville and shall pay the required fees for such license.

4. Relationship of Contractor to City. Contractor covenants to furnish its best skill and judgment and to cooperate with the City's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

5. Project and Field Manager. The City's Project Manager for the purposes of the Work is the following or such other person as the City may designate in writing: Kevin Frey. The City's Field Manager for the purposes of communicating with Contractor in the field and coordinating City efforts in the field is Kevin Frey. Change orders may only be authorized by the persons listed in Section 17.

6. Time of Commencement and Completion. a. No Work shall be commenced until after a pre-construction meeting of the Contractor and City representatives as appropriate, and until the City has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement by *[insert date]*. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this

Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

c. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 6b above, plus any extensions agreed to in writing and signed by both the OWNER and CONTRACTOR.

OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **TWO HUNDRED FIFTY DOLLARS (\$250)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

7. Price of Work - Payment. a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the City. The contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The City's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the

Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. Contractor's Responsibility for Work. Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

13. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance and bonds required by this Section and such insurance and bonds have been approved by City. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified selfinsured status may be substituted for the Workers' Compensation requirements of this paragraph.
- (2) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.
- (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.
- (4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface runoff or storm water, high winds and other

occurrences covered in a standard extended coverage endorsement. The policy shall remain in effect until the Work is accepted as substantially complete.

c. **The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insured.** Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against monies due to Contractor.

f. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

g. **If the contract price set forth in Section 1 exceeds \$50,000, the Contractor shall include in the not to exceed price, a performance bond and payment bond in an amount equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16.** These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the City and executed by such sureties licensed to conduct business in Colorado that are acceptable to the City.

14. Evidence of Satisfaction of Liens. Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefore under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

15. Acceptance of Work. No act of the City, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. Timing of Change Orders. The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the City schedule permits. The Project Manager, pursuant to the City's purchasing policies, shall be authorized to approve any single change order which does not exceed \$2,500 or which does not affect or decreases the price of the Work. The Project Manager, with the written concurrence of Director of Public Works, shall be authorized to approve any single change order which does not exceed \$5,000. All other change orders which increase the price of the Work shall be approved or denied in writing by the City only after formal action has been conducted in accordance with City Purchasing Policies. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

18. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the City.

19. Governing Law. This Agreement shall be deemed entered into in Boulder

County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

20. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

21. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

**REQUEST FOR PROPOSAL
CITY OF LOUISVILLE, COLORADO**

City Hall Mass Notification System

INTRODUCTION

The City of Louisville is inviting proposals from qualified Contractors for turnkey design and installation of a Mass Notification System at 749 Main St, Louisville CO 80027

NOTICE IS HEREBY GIVEN, proposals should be prepared and submitted using the provided forms which addresses the needs outlined herein. Proposals will be accepted until **4:00 PM on May 31, 2022**. Late proposals will not be accepted. Proposals shall be submitted via email or in a sealed envelope and labeled City Hall Mass Notification System. Sealed proposals shall be delivered to:

Public Works - Facilities
City of Louisville
749 Main Street
Louisville, CO 80027

Email Proposals by the deadline to:

kfrey@louisvilleco.gov

SCOPE OF WORK

The objective of this Request for Proposal is to select a qualified Contractor for turnkey design and installation of a Mass Notification System at 749 Main St. Louisville CO 80027.

Contractor will design and install a Mass Notification System to communicate and work with existing equipment install at City Hall. Design will include construction drawings and engineering sufficient to obtain a permit from the City of Louisville. Permit Fees will be waived.

Installation will include and is not limited to the specifications listed on the Specifications Sheet.

All work will conform to all current codes in effect with the City of Louisville Building Safety department.

The Notification System will be designed and installed as per the manufacturers' recommendations and the Mass Notification System Specifications.

Contractor will provide a warranty and maintain the installed system for a period of one (1) year(s) at no additional cost.

Notification System DOCUMENTS AND SPECIFICATION

The Mass Notification System proposal documents and specification can be found on the City of Louisville website at <http://www.louisvilleco.gov>
Contractors submitting proposals must use the provided Mass Notification System Submittal Forms.

TIMELINE

The City reserves the right to modify the proposal submittal and acceptance timeline at any time at its sole discretion.

Bid Submittal and Acceptance:

Release of RFP to select proposers	May 10, 2022	Mandatory pre-proposal conference
	May 19, 2022 @ 9:00am	
Inquiry deadline	May 24, 2022 @ 4:00pm	
Response to Inquiry, pre-qualification submittals	May 26, 2022 @ 4:00pm	
Proposals due deadline	May 31, 2022 @ 4:00pm	
Completion of Project target date	July 31 2022	

Proposals will only be accepted from Contractors who are pre-qualified by the City of Louisville and who are recorded as attending the mandatory pre-proposal conference.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference and job walkthrough with representatives of prospective Contractors will be held at 9:00 a.m. at Louisville's City Hall, 749 Main

St. Louisville, Colorado, on **May 19, 2022**. Representatives of the City will be present to discuss the proposal documents and scope of work.

PREQUALIFICATION OF CONTRACTORS

Contractors who have worked for the City of Louisville in the past year, are considered to be prequalified.

Contractors not on the list wishing to be considered must submit a pre-qualification package, which demonstrates that their experience and service equals or exceeds the minimum requirements. Evidence of qualifications must be submitted with their Proposal.

Prospective Contractors must request the “Contractor’s Pre-qualification Statement” form for this submittal. In addition to the information requested on the form, prospective Contractors should meet the following minimum qualifications:

- Contractor must have been in the Fire/Notification System installation business for a minimum of three (3) years
- Contractor should have experience with similar facilities
- Contractor must provide at least three references for Fire System/Mass Notification installation services at facilities in Colorado.
- Minimum Insurance Requirements: If awarded, the Contractor must provide proof of insurance as required in the agreement.

The City reserves the right to waive any and all informalities and qualification requirements and the right to reject any and all proposals.

CONTRACT & REQUIRED DOCUMENTS

A sample copy of the Agreement and exhibits is included with the proposal documents. The following documents must be submitted with the proposal:

1. Schedule of Subcontractors
2. Anti-Collusion Affidavit
3. Certification of EEO Compliance
4. Contractor’s Pre-Contract Certification Regarding Employing Illegal Aliens

SUBMITTAL REQUIREMENTS

No Proposal may be withdrawn within a period of sixty (60) days after the proposal deadline.

The City of Louisville reserves the right to award the contract by sections to reject any or all proposals, and to waive any informalities and irregularities therein.

Submit one (1) original and two (2) copies of the completed proposals, if submitted as a hard copy. To reduce waste, please submit all proposals double sided and without binders.

In addition to the written submittal, the City reserves the right to request an interview with some or all of the proposers.

All costs incurred in preparing for, printing, and delivering a submittal, along with any costs associated with travel or time spent in interviews or negotiation with the City are solely the responsibility of the submitter. The City is not liable for any costs incurred prior to issuance of a legally executed contract and/or purchase order.

All submittals become the property of the City, a matter of public record, and will not be returned. Proprietary Information included in submittals must be clearly identified and will be protected if possible. Unit pricing and total cost information will not be considered proprietary.

INQUIRIES

Prospective submitters may make written inquiries by e-mail before the inquiry deadline concerning this Request for Proposal. Inquiries will also be accepted at the onsite meeting. An addendum will be released to all known prospective proposers with any required clarifications or revisions to this request or the associated construction documents the day after the Inquiry Deadline. Prospective proposers are advised to contact Mr. Szabados prior to the inquiry deadline to ensure they are included in any addendum posting.

Inquires may be emailed to:

Kevin Frey – Facilities Manager

Email address: kfrey@louisvilleco.gov

SELECTION CRITERIA

Proposals will only be accepted for Contractors who are pre-qualified and attended the mandatory pre-proposal conference. Proposals that are considered competitive will be evaluated by an evaluation team.

Evaluation of competitive proposals will be based on the following:

1. Total cost analysis over a three year period. The lowest qualified proposal will receive the total points. The cost difference between the other proposals and the lowest will be converted to a percentage and that

percentage will be subtracted from total points to arrive at the points for the other proposals.

2. Submittal Documents and thoroughness of proposal
3. References for services at similar facilities. Please provide references for at least three former design build Mass Notification System installations.
4. Proposed Schedule
5. Other selection factors within the RFP or the City's purchasing policies or that the City determines are relevant to consideration of the best interests of the City

The evaluation team will consist of City of Louisville staff. The Contractor with the highest number of points will be recommended for award to Finance.

This request for proposals is not an offer of a contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City and confer no rights, duties or entitlements to any party submitting proposals. The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive.

2022 City Hall Mass Notification System - Specifications

Overview/Introduction:

The City of Louisville is seeking qualified contractors to install new a Mass Notification System in their City Hall facility. The Fire Alarm will be compliant with applicable fire safety code(s). The awarded contractor shall provide a complete set of drawings/plans to be submitted for all applicable City, County and State approvals, including plan check and permitting. Permit Fees will be waived. Plans will need to conform to code requirements and local ordinances, and pass plan check.

City Hall currently has a Fire Sprinkler System, but no notification system. The contractor will install a new fire alarm and EVS system. Proposers must supply products and services that meet or exceed the requirements of this RFP.

System Requirements:

- A. The work described hereinafter, and as shall be indicated on the contractors submitted drawings, shall consist of furnishing all labor, materials, tools, services, equipment, software, programming, and testing required to provide a complete fully functional addressable fire alarm system with emergency voice system (EVS) with full interface with other related systems.
- B. Fire Alarm Panel: Addressable Fire System with Emergency Voice System
- C. Work shall include, but not be limited to, the following devices where applicable:
 - Fire alarm control and annunciator panels
 - Emergency Voice System (EVS) and related components
 - Amplifier(s)
 - Manual fire alarm pull stations
 - Automatic fire, smoke, and heat detection devices
 - Audible and visual alarm notification devices
 - Strobes
 - Speakers
 - Speaker/strobes
 - Horns
 - Monitoring Devices
 - Dialing Devices
 - Air handler duct smoke detection, and shutdown
 - Sprinkler system valves, and tamper switch monitoring

- Sprinkler systems water flow and/or pressure switch monitoring
 - Required batteries, battery panels, and associated accessories
 - All associated devices, accessories, components and wiring required for the fire detection system
- E. The fire detection system shall continually supervise and monitor upon completion of installation.
- F. All devices shall be installed and wired in accordance with published instructions to achieve the system operation and function as specified herein. Installation must comply with all state and local codes.
- G. The Manufacturer recommends that smoke and/or heat detectors be located throughout protected premises following the recommendations of the current edition of the National Fire Protection Association Standards, along with State and local code.
- H. All equipment, devices, cables, etc., shall be listed by Underwriters Laboratories, Inc., for use in fire protection signaling systems (fire alarm and emergency communications systems).
- I. All cutting, coring and UL Listed fire stopping needed as a result of this work shall be the responsibility of the contractor and shall be coordinated with the Owner's Designated Representative.
- J. The contractor shall provide new control equipment which is UL Listed to operate with the submitted fire alarm panel, supervisory switches, heat detectors and smoke detectors and all other applicable devices.
- K. Complete installation shall conform to NFPA standards, State and local Fire Codes.
- L. Contractor shall obtain all permits, submit drawings for plan check and project inspections as required.
- M. Fire alarm panel and the systems components shall be non-proprietary.
- N. New System should integrate with City's existing text Notification software, Alert Media, to deliver text or voice notifications to offsite employees.

System Functional Operation:

- A. When a fire alarm condition is detected by one or more of the system alarm initiating devices, the following functions shall occur.
1. Alarm conditions shall be immediately displayed on the control panel LCD and display, indicating all information associated with the fire alarm and emergency communications system condition including type of device, its location (address) and the time and date of activation. Alarm LED's shall flash on the control panel until the alarm has been acknowledged.
 2. During an alarm condition, a pulsing, local signal tone shall sound within the control panel until the alarm is acknowledged.
 3. Appropriate change of status message shall be transmitted to remote annunciator.
 4. Automatic programs assigned to alarm point shall be executed and associated indicating devices and relays activated.
 5. System dialer shall contact the current City monitoring station/service (Systems Group for building and Western States for IT Server Room) and transmit the appropriate signal to the service.
 6. Alarm panel and LCD shall display English and indicate the current condition on the panel.
 7. Elevator Recall – The elevator in the building is not capable of recall at this point in time. The new installed Fire system should be compatible for when the elevator is modernized in 2022.
 8. System shall alert building occupants using audible (speaker/horns), voice and visual (strokes) notification devices and/or appliances, displaying address on LCD fire panel during alert.
 9. Supervise each system for conditions which would impair proper system operation and annunciate such abnormal condition.
 10. Upon activation of a supervisory device, the system shall activate the supervisory audible and visible signal indicators on the fire panel.
 11. If the audible alarm signals are silenced for any reason, they shall automatically resound if another initiating device is activated.
 12. When the alarm signals are silenced by pressing the Alarm Silence pushbutton on the display module, the FACU Alarm Silenced LED

indicating that an alarm is present and silenced shall remain lit until the alarm is reset at the control panel.

13. All notification appliances, devices and circuits shall be silence able for testing purposes by authorized persons. Protected pass-codes, keys or another secure method that does not require entering into the system programming shall be used
14. The alarm sequence shall be recorded with the time and date of all occurrences.

B. Emergency Voice System (EVS):

1. Contractor shall connect and install the EVS system and all devices, equipment and components required to have a fully functioning EVS system.
2. The EVS system must be fully integrate with the fire alarm panel and all of its components.
3. Installation and operation of the EVS shall meet all State, County and local codes and requirements.

Inspection and Testing:

A. The awarded contractor/vendor shall upon completion of the installation of the fire alarm and emergency communications system confirm all alarm and supervisory signal transmission; and correctness to the building FACU upon completion of installation.

This includes:

1. Coordinating and conducting the Demonstration Test
2. Coordinating and conducting the Acceptance Test
3. Confirmation that proper signal indication of every device is forwarded and displayed at the City's current monitoring service.

Provide all documentation (plans/drawings, warranty, maintenance manuals and instructions). Provide all system password and codes are to be provided to the City of Louisville's, Facility Manager, upon completion.

Drawings and Plans:

A. The awarded contractor shall provide a complete set of plans/drawings to be reviewed by the City's representative(s).

B. Reviewed and accepted plans will be submitted by the contractor for plan check, permitting and all City, County and State related approvals. C. Plans shall include the following:

1. Provide drawing scale, elevations of system enclosures and actual layout of proposed Fire detection components and equipment.
2. Alarm Control Panel, power supply, annunciator(s) if applicable and all main system components and devices.
3. Provide site and floor plans indicating all related fire alarm devices and appliance locations; such as, control panel, annunciator(s), bells, horns, speakers, pull stations, power supplies, wiring, conduits, raceways and all other components and accessories that are pertinent to the installation.
4. Include in plans existing facility components as required.
5. Complete battery calculation (if required) to include voltage drop based on UL current ratings.
6. Indicate system components and wiring sizes as applicable.
7. Indicate quantity of all components and devices on plans.
8. Include specification sheets (cut sheets)
9. Device "Typical" wiring diagrams.
10. Plans shall be no smaller than 11" inch x 17" inch or can be digital.

D. Individual point addresses for all initiation and notification devices (upon completion).

E. Prior to substantial completion, the contractor shall submit to the City of Louisville's Facility Manager or authorized representative a complete set of drawing/plans; to include any as-builts and/or changes made during the project.

Quality Assurance:

A. The installation contractor shall have been in business for furnishing, installing and repairing fire alarm systems of this type for at least 5 years. The City of Louisville will make the final determination of meeting or exceeding this scope.

B. All materials, equipment and components shall be new and unused.

C. System startup and testing shall be performed under direct observation of the City of Louisville's Facility Manager or designated representative. The contractor shall provide an accurate copy of the fire alarm system points list and a copy of all construction drawings on a flash drive device or emailed packet.

Maintenance Period:

- A. The contractor shall maintain the installed system at no additional cost for a period of one (1) year from final completion.
- B. Included in the maintenance period, is the performance of all required testing and annual testing to include repairs required resulting from such tests.
- C. The annual testing shall be performed during the 12th month of the maintenance period.