



## **Notice Requesting Proposals for Police and Fire Alarm Tracking & Billing Services**

The City of San Luis Obispo is requesting sealed proposals for police and fire alarm tracking services pursuant to Specification No. 91551. All proposals must be received by the Department of Finance by **3:00 pm on July 17, 2017** when they will be opened publicly in the City Hall Council Chambers, 990 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, specification number, bidder name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

Specification packages and additional information may be obtained by contacting Administrative Sergeant Fred Mickel, 805-594-8048 or [fmickel@slocity.org](mailto:fmickel@slocity.org).

# Specification No. 91551

## TABLE OF CONTENTS

---

A.	Description of Work	3
B.	General Terms and Conditions	4
	Proposal Requirements	
	Contract Award and Execution	
	Contract Performance	
C.	Special Terms and Conditions	9
	Contract Term	
	Estimated Quantities	
	Proposal Content	
	Proposal Evaluation and Selection	
	Proposal Review and Award Schedule	
	Unrestrictive Brand Names	
	Start and Completion of Work	
	Accuracy of Specifications	
D.	Agreement	13
E.	Insurance Requirements	15
F.	Proposal Submittal Forms	17
	Proposal Submittal Summary	
	References	
	Statement of Past Contract Disqualifications	
	Bidder's List	

## **Section A**

### **DESCRIPTION OF WORK**

---

The City is requesting proposals for the service of an alarm tracking Management Company, which includes, but is not limited to, the following features:

1. Deploy a software package that maintains and tracks false alarm data and generate related reports
2. Send alarm permit applications for renewals
3. Send alarm permit applications to residents and businesses who may have alarms but are not registered with the San Luis Obispo Police or San Luis Obispo Fire Departments
4. Download call data within three days of receipt
5. Send letters and invoices to the residences/businesses for false alarms as per ordinance
6. Follow up with the default residents/businesses who have not paid their fees by the due date
7. Collect fees and engage collection agency for unpaid fees
8. Reconcile accounts daily, weekly, or monthly, as specified
9. Identify the top 1%-5% of residents/businesses that have been responsible for the maximum false alarm calls and send them the required material to increase awareness of the false alarm reduction program.
10. Respond timely to all queries from citizens and businesses
11. Provide required information and reports to the San Luis Obispo Police or San Luis Obispo Fire Departments and other City officials on a regular basis.
12. Track new and existing permits
13. Provide self-service login capability by the homeowners and businesses to maintain their account and view alarm activity
14. Provide detailed invoice generation, which will have the history of all false alarms at the location

## Section B

# GENERAL TERMS AND CONDITIONS

### PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all of the terms, and conditions of the Invitation for Bids (IFB) or Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the IFB/RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
  - a. The insurance carrier and its A.M. Best rating.
  - b. Scope of coverage and limits.
  - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

7. **Cooperative Purchasing.** During the term of the contract, the successful bidder will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business, and will be directly billed by the successful bidder.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

## CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the “special terms and conditions” in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City’s business tax program may be obtained by calling (805) 781-7134.

## CONTRACT PERFORMANCE

14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
23. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree

with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.

28. **Hold Harmless and Indemnification.** *Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers or employees, in the performance of all obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.*
29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.
31. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or

provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.



## Section C

# SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section B (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive bidder.
2. **Sales Tax Reimbursement.** For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive bidder.
3. **Labor Actions.** In the event that the successful bidder is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible, responsive bidder and to accept the next acceptable low proposal from a bidder that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive bidder.
4. **Failure to Accept Contract.** The following will occur if the bidder to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next lowest responsible, responsive bidder who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.** The supplies or services identified in these specifications will be used by the City between August, 2017 and June 30<sup>th</sup>, 2021. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the bidder in its proposal.
6. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional one (1) year. During this extended period, unit prices may not be increased by more than the percentage change in the US consumer price index for All Urban Consumers (CPI-U).
7. **Estimated Quantities.** The quantities indicated in the Detail Proposal Submittal Form are estimates based on past purchasing experience, and will be used to determine the lowest overall proposal. Actual quantities purchased during the period of this contract may vary from these estimated amounts as required by the City.
8. **Supplemental Purchases.** Supplemental purchases may be made from the successful bidder during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the bidder shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the bidder is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
9. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, itemized by up to 20 cost centers, with attached copies of work order forms or detail invoices (standard color or copy to be agreed upon) as supporting detail.

10. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
11. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the bidder, and the City shall be the sole judge in making this determination.
12. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed at the end of the contract period.
13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
14. **Submittal of References.** Each bidder shall submit a statement of qualifications and references on the form provided in the IFB/RFP package.
15. **Statement of Contract Disqualifications.** Each bidder shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the IFB/RFP package.
16. **Proposal Content.** Your proposal must include the following information:

***Submittal Forms***

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.

***Qualifications***

- d. Experience of your firm in performing similar services.
- e. Resumes of the individuals who would be assigned to this project, including any sub-consultants.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- g. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.

***Work Program***

- h. Description of your approach to completing the work.
- i. Tentative schedule by phase and task for completing the work.
- j. Estimated hours for your staff in performing each major phase of the work, including sub-consultants.
- k. Services or data to be provided by the City.
- l. Any other information that would assist us in making this contract award decision.

*Compensation*

- m. Proposed compensation and payment schedule tied to accomplishing key tasks.

*Proposal Length and Copies*

- n. Proposals should not exceed 10 pages, including attachments and supplemental materials.
- o. Three (3) copies of the proposal must be submitted.

17. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee based on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent experience in successfully performing similar services.
- e. Proposed approach in completing the work.
- f. References.
- g. Background and related experience of the specific individuals to be assigned to this project.
- h. Proposed compensation.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

18. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

- |    |  |                         |
|----|--|-------------------------|
| a. | Issue RFP  | 7/6/17                  |
| b. | Receive proposals  | 7/17/17                 |
| c. | Complete proposal evaluation & finalize staff recommendation | 7/24/17                 |
| d. | Award contract   | 7/26/17                 |
| e. | Execute contract   | 8/9/17 (estimate only)  |
| f. | Start work   | 8/10/17 (estimate only) |

19. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City, and shall be delivered to the City upon demand.

20. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

21. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall

provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.

22. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

## Section D FORM OF AGREEMENT

### AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on the date of the latest signature of this Agreement, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

### WITNESSETH:

WHEREAS, on [date], City requested proposals for police and fire alarm tracking and billing services per Specification No. 91551.

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The initial term of this Agreement shall be from the date this Agreement is made and entered, through June 30, 2021. The Agreement may be extended for one additional year upon mutual written agreement by the parties.

2. **INCORPORATION BY REFERENCE.** City Specification No. 91551 and Contractor's proposal dated [date], are hereby incorporated in and made a part of this Agreement.

3. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, City will pay and Contractor shall receive therefor compensation in a total sum not to exceed [\$ .00].

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Council or other official of the City, in accordance with the City's purchasing policies.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral

agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

<b>City</b>	City Clerk City of San Luis Obispo 990 Palm Street San Luis Obispo, CA 93401
-------------	---

<b>Contractor</b>	[ ] [ ] [ ] [ ]
-------------------	--------------------------

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO, A Municipal Corporation

By: \_\_\_\_\_  
City Manager

CONTRACTOR

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## Section E

# INSURANCE REQUIREMENTS: Operation & Maintenance Contracts

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Contractor shall furnish the City with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

**Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



# PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 91551, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

Revenue Collected (range in dollars)	% to City	% to Vendor
\$0 to \$		
Any additional fees:		

Reconciliation of accounts (daily, weekly, or monthly): \_\_\_\_\_.

Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_.

***Firm Name and Address***

<i>Contact</i>	<i>Phone</i>

***Signature of Authorized Representative***

	<i>Date</i>
--	-------------

## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: \_\_\_\_\_.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

### Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	



## BIDDERS LIST

### ALARM TRACKING SERVICE—SPECIFICATION NO. 91551

Public Safety Corporation CryWolf 103 Paul Mellon Ct. Waldorf MD 20602 Phone 877.729.9654 x101 Fax 301.638.9319	PMAM Corporation FAMS (False Alarm Management) 5430 Lyndon B Johnson Fwy #370, Dallas, TX 75240 Phone 972.831.7406 Fax 972.831.7499
Municipal Alarm Tracking P.O. Box 2490 Valley Center CA 92082-0560 Phone 800.749.9669 Fax 760.749.8549	Phoenix Group 2677 N. Main St., Suite 400 Santa Ana CA 92705 Phone 714.460.7200 Fax 714.384.0151
Alarm Tracking & Billing Svc 3021 N Hancock Ave #210 Colorado Springs, CO 80907 Phone 719-559-3303	