## SAN DIEGO CONVENTION CENTER CORPORATION

# REQUEST FOR PROPOSALS FOR FIRE SYSTEMS INSPECTIONS AND TESTING SERVICES RFP #23-1022

Issue Date: May 3, 2023

Optional Pre-Bid Site Walk: May 11, 2023 at 10:00 a.m. local time

Pre-Bid Question Deadline: May 19, 2023 at 5:00 p.m. local time

Bid Deadline: June 2, 2023 at 5:00 p.m. local time

San Diego Convention Center Corporation

**Procurement Department** 

Send bids to: alyssa.farnsworth@visitsandiego.com

Procurement Contact: Alyssa Farnsworth

**Procurement Analyst** 

E-mail: alyssa.farnsworth@visitsandiego.com

**Phone:** (619) 838-9374

**Description**: The San Diego Convention Center Corporation ("Corporation") is seeking proposals from qualified Contractors ("Contractor") to conduct required fire safety inspections on building fire extinguishers, fire doors, fire hydrant testing, fire hose testing, diesel fire pump testing, fire dampers, fire standpipes, kitchen hood suppression systems, FM-200 fire system testing, emergency responder radio coverage system, emergency power standby system, and Ansul system testing at the San Diego Convention Center per current National Fire Protection Association (NFPA) requirements and applicable FM Global requirements. For more details on the scope of work, see Section 3 of the RFP – Scope of Work.

Drawings of the San Diego Convention Center's fire systems will be provided upon request by e-mailing Alyssa Farnsworth at: <a href="mailto:alyssa.farnsworth@visitsandiego.com">alyssa.farnsworth@visitsandiego.com</a>

#### **Exhibits incorporated in this RFP:**

• Exhibit A – Bid Form (Line Items)

Exhibits and addenda issued for this RFP can be found at: <u>RFP 23-1022 Fire Systems Inspections and Testing Services - San Diego Convention Center (visitsandiego.com)</u>

Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed above no later than the Pre-Bid Question Deadline indicated above. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to <a href="mailto:alyssa.farnsworth@visitsandiego.com">alyssa.farnsworth@visitsandiego.com</a>. Late bids will not be accepted – NO EXCEPTIONS.

## **PROCUREMENT REQUIREMENTS**

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# **Section 1 – Proposal Process Timeline**

| Event   | Location   | Date(s)                         | Time (PT)  |
|---|--|---------------------------------|------------|
| Bid Issue   | Posted: https://visitsandiego.com/work-with-us/vendors/current-opportunities | May 3, 2023                     | 1:00 p.m.  |
| Optional Pre-Bid Site Walk                          | 111 West Harbor Drive, San Diego, CA 92101                                   | May 11, 2023                    | 10:00 a.m. |
| Deadline for Pre-Bid Inquires                       | E-mail: alyssa.farnsworth@visitsandiego.com                                  | May 19, 2023                    | 5:00 p.m.  |
| Responses to Inquires Posted                        | Posted: https://visitsandiego.com/work-with-us/vendors/current-opportunities | May 23, 2023                    | 5:00 p.m.  |
| Bid Deadline  | E-mail Proposals to: alyssa.farnsworth@visitsandiego.com                     | June 2, 2023                    | 5:00 p.m.  |
| Bid Evaluation                                      | Contractor will be notified by e-mail  | June 5, 2023 – June 15,<br>2023 | TBD        |
| Notice of Intent to Award (contingent on approvals) | Contractor will be notified by e-mail  | June 16, 2023                   | TBD        |
| Budget Committee Approval                           | Internal approval process  | Mid-June, 2023                  | TBD        |
| Board of Directors Approval                         | Internal approval process  | Late June, 2023                 | TBD        |
| Anticipated Award Date                              | Contractor will be notified by e-mail  | Late June, 2023                 | TBD        |
| Contract Commencement Date                          | San Diego Convention Center, 111 West Harbor Drive, San Diego, CA 92101      | September 1, 2023               | TBD        |

#### Section 2 – Instructions & General Conditions

- 1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Corporation to reject a company's bid. No contact regarding this document with other Corporation employees is permitted, and may be grounds for disqualification.
- 2. PRE-BID INFORMATION AND QUESTIONS: Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Corporation. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- **3. PRE-BID MEETING:** A pre-bid site walk is <u>optional</u> for consideration. Please <u>e-mail</u> <u>Alyssa.farnsworth@visitsandiego.com</u> to confirm attendance and obtain directions for the meeting location.
- **4. RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Corporation. It is the Bidder's responsibility to periodically check the Corporation's website at <a href="https://visitsandiego.com/work-with-us/vendors/current-opportunities">https://visitsandiego.com/work-with-us/vendors/current-opportunities</a> until the posted Bid Deadline to obtain any issued addenda.
- **5. BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
  - a. Bids must be submitted to the Procurement Department, San Diego Convention Center Corporation, by <u>e-mail</u> to <u>alyssa.farnsworth@visitsandiego.com</u>, before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Procurement Department receives the bid prior to the Bid Deadline.
  - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - c. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Corporation.
  - d. Bids must be held firm for a minimum of 60 days.
- **6. EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Work in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Corporation will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 7. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Corporation. In the event multiple bids are

- submitted in violation of this provision, the Corporation will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- **8. REJECTION:** The Corporation reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Director of Procurement and Contracts that the best interest of the Corporation will be served by doing so. A Bidder's failure to provide any additional information requested by the Corporation prior to a contractor selection may result in rejection of the bid. The Corporation may reject any bid from any person, firm, or corporation in arrears or in default to the Corporation on any contract, debt, or other obligation, or if the Bidder is debarred by the Corporation from consideration for a contract award.
- **9.** The Corporation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- **10. PROCUREMENT POLICY:** Procurement for the Corporation will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Corporation.
- **11. NON-DISCRIMINATION:** Corporation will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- **12. BIDDER EVALUATION:** The Bid will be awarded to the most responsive, responsible Bidder meeting specifications with the highest evaluation score based upon the following criteria:
  - A. Cost 40%
  - B. Comparable Projects (similar size & complexity) 20%
  - C. Quality Assurance Plan 10%
  - D. Work Plan 10%
  - E. Company Resume 10%
  - F. Safety Record 10%
- 13. CONTRACT AWARD: The Corporation reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Corporation, Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Corporation may recommend the award to the next qualified Bidder.
- **14. DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
  - a. Evidence of collusion among Bidders;
  - b. Lack of competency as revealed by either financial, experience, or safety statements;
  - c. Lack of responsibility as shown by past work;
  - d. Uncompleted work under other contracts which in the judgment of the Corporation, might hinder or prevent the prompt completion of additional work if needed.

- **15. DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.
- **16.** Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
- 17. PREVAILING WAGE COMPLIANCE: Contractor shall be fully knowledgeable of and shall comply with the provisions of the Labor Code applicable to the Work, including the general prevailing wage rate requirements, apprenticeship requirements, and requirements for subcontracts as applicable. Corporation public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, contractors and subcontractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5.
- **18. COMMITMENT TO USE A SKILLED AND TRAINED WORKFORCE**: Per Public Contract Code Section 2600 et seq., the Bidder shall not be prequalified and/or shortlisted unless the entity provides an enforceable commitment to the Corporation that the Bidder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an Apprenticeable Occupation in the building and construction trades.
- 19. The Bidder, by submitting its Bid to the Corporation, agrees that if selected, it and its subcontractors at every tier will comply with the requirements of Public Contract Code Section 2602(a) and that the Bidder will provide the Corporation with evidence, on a monthly basis while the project or contract is being performed, that the Bidder and its subcontractors are complying with the requirements of Public Contract Code Section 2602(a).
- **20. SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). Corporation reserves the right to approve or reject any proposed subcontractor. If the Corporation rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
- **21.** Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the Corporation. The Contract will not be assignable to any other business entity without the Corporation's approval.
- **22. INSURANCE REQUIREMENTS:** At all times during the term of the contract, Contractor shall maintain, at their sole expense, insurance coverage for Contractor, its employees, officers and independent contractors, as follows:

| TYPE OF INSURANCE |                              | MINIMUM ACCEPTABLE LIMITS OF LIABILITY |  |  |
|-------------------|------------------------------|--|--|--|
| 1.                | Workers Compensation         | Statutory                              |  |  |
| 2.                | Employers Liability          |  |  |  |
|                   | A. Each Accident             | \$2,000,000.00                         |  |  |
|                   | B. Each Employee-disease     | \$2,000,000.00                         |  |  |
|                   | C. Policy Aggregate-disease  | \$2,000,000.00                         |  |  |
| 3.                | Commercial General Liability |  |  |  |
|                   | A. Per Occurrence            | \$2,000,000.00                         |  |  |
| 4.                | Business Auto Liability      | \$2,000,000.00                         |  |  |

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of each of these three entities shall be named as additional insured.

- **23. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision.
- **24.** Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Corporation personnel or competing Bidder's personnel shall be subject to disqualification.
- **25. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 26. CONTRACT COMMENCEMENT: Commencement of a contract shall not begin prior to all necessary Corporation approvals, including Corporation's Board of Directors approval where required, and subsequent execution of the Corporation's Contract. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.
- **27. CHANGE ORDERS:** In the event Corporation determines to change the scope of work to either delete or add work to be performed by Contractor or the materials to be provided for the scope of work, Contractor shall prepare a change order. Corporation shall have the right to approve or disapprove the change order. Change orders submitted by Contractor shall not exceed a markup percentage of Ten Percent (10%).

#### **28. CONTRACTOR REQUIREMENTS:**

| Requir | ement Type   | Required For This Project |
|--------|--|---------------------------|
| 1.     | Contractors State License Board (CSLB) License       | Yes                       |
|        | Appropriate License Classification(s)                | C-16                      |
| 2.     | Registration with Department of Industrial Relations | Voc                       |
|        | (DIR) as a Public Works Contractor                   | Yes                       |
| 3.     | California Prevailing Wage                           | Yes                       |
| 4.     | Bid Bond   | No                        |
| 5.     | Performance Bond                                     | No                        |
| 6.     | Payment Bond   | No                        |

Section 3 – Scope of Work to Follow

# Section 3 – Scope of Work

**1.0 OVERVIEW:** The San Diego Convention Center Corporation ("Corporation") is seeking proposals from qualified contractors ("Contractor") to conduct required fire safety inspections on building fire extinguishers, fire doors, fire hydrant testing, fire hose testing, diesel fire pump testing, fire dampers, fire standpipes, kitchen hood suppression systems, FM-200 fire system testing, emergency responder radio coverage system, emergency power standby system, and Ansul system testing at the San Diego Convention Center per current National Fire Protection Association (NFPA) requirements and applicable FM Global requirements.

Contractor shall provide all necessary labor, supervision, equipment, materials, tools, transportation, insurance, and other incidentals to perform the below services. The term of the awarded Contract shall be in effect for an initial term of three (3) years. Prior to the expiration of the initial term, the Contract may be extended by mutual agreement for an extension term of two (2) additional one-year periods.

**2.0 INSPECTION AND TESTING SERVICES:** Contractor shall provide inspection and testing services that include, but are not limited to all smoke detectors, sprinkler systems, visual indicators and strobes, control units, fire beams, fire dampers, fire doors, and other devices that may be part of the fire alarm systems (Services).

Contractor is responsible for field verifying all quantities, dimensions, conditions, and variables of all fire alarm devices listed herein.

All system testing shall be performed in compliance with all applicable NFPA requirements, the FM Global Data Sheet 2-81, and applicable laws, acts, and regulations. If there are any conflicts with any of the requirements, the most stringent requirement shall be complied with.

- **2.1 Sprinkler Inspection:** Contractor shall complete inspection and testing services of the sprinklers in accordance with NFPA 25. These requirements include the following tasks:
  - Visual inspection of the sprinkler head, escutcheons, guards, supply of spare sprinklers, hangers, braces, and supports for sprinklers on an annual basis per NFPA requirements. Assume all sprinklers in the West Building and Sails were constructed in 1989, and all sprinklers in the East Building were constructed in 2001.
  - Testing as required by NFPA 25 if required.

The number of sprinklers by location are summarized below:

| Location      | Number of Estimated Sprinklers |
|---------------|--------------------------------|
| West Building | 5000                           |
| Sails         | 50                             |
| East Building | 5000                           |

- **2.2** <u>Valves, Valve Components, Trip, and "Pre-Action" Waterflow and Trip Testing:</u> Contractor shall complete inspection and testing services of the valves, valve components, trip, and pre-action waterflow testing in accordance with NFPA 25. These requirements include the following tasks:
  - Refer to Table 13.1.1.2 of NFPA 25 on inspection and testing frequency requirements for Alarm valves, pre-action valves.

- Inspect alarm valves externally quarterly, and internally once in five (5) years.
- Check valves shall be inspected internally every five (5) years.
- Preaction valves shall be inspected externally monthly, internally annually during the trip test, and associated strainers, filters and restricted orifices internally once every five (5) years.
- Once a year, the preaction valve shall be trip tested with the control valve partially open.
- Once in three (3) years, the preaction valve shall be full flow trip tested with the control valve open, with the exception of valves protecting freezers.
- The preaction valve shall also be tested once in three (3) years for air leakage using an approved NFPA 25 method.
- **EM-200 Testing:** Contractor shall complete inspection and testing services of the FM-200 systems in accordance with NFPA 2001, Chapter 11 that includes the following tasks:
  - Provide a visual inspection in accordance with manufacturer's requirements.
  - Once every six (6) months, the agent quantity and pressure of containers shall be checked, and inspection shall be recorded.
  - Inspect, service, and test for operation once per year.
  - System hoses, enclosure inspection shall be inspected once per year.
  - Once in five (5) years, a complete external visual inspection shall be completed, and a completed copy of the container inspection shall be provided to the Corporation.
  - All hoses shall be pressure tested once in five (5) years.

Corporation has two (2) FM-200 Systems w/ Pre-action.

- **2.4** <u>Kitchen Hood Suppression System Testing:</u> Contractor shall complete kitchen hood suppression inspection, testing, and cleaning services in accordance with NFPA 96 that includes the following tasks:
  - Once every 6 months, all actuation and control components shall be tested for proper operation.
  - Fusible links and automatic sprinklers shall be replaced once every six (6) months.
  - Detection devices that are bulb-type automatic sprinklers and fusible links shall be inspected every twelve (12) months.
  - Fixed temperature-sensing elements without fusible links shall be inspected and cleaned once every twelve (12) months.
  - The entire exhaust system shall be inspected for grease buildup once per quarter.
  - If, upon inspection, the exhaust system that includes hoods, grease removal devices, fans, ducts, and other appurtenances is found to be contaminated with any deposits over 0.078 in, contractor shall clean the system to a depth no greater than 0.002 in. Where a depth of 0.125 in is observed in a fan housing, the surfaces shall be cleaned in accordance with NFPA 96 chapter 12.6.1.
    - o A grease depth gauge comb shall be used to measure grease depth.

Corporation has one (1) Gaylord system and eight (8) Ansul systems with a total of thirty-eight (38) heads, fourteen (14) bottles, and twelve (12) links.

- **2.5 Smoke and Duct Detectors Fire Protection Testing:** Contractor shall complete fire alarm system inspection and testing services in accordance with NFPA 72 Chapter 14 that includes the following tasks:
  - Test smoke duct detectors once per twelve (12) months per NFPA 72, Chapter 14 Table 14.4.3.2(17)(7)€ to ensure that airstream in the duct is properly sampled using a method acceptable to the manufacturer or in accordance with their published instructions

- Test smoke detectors and smoke duct detectors to ensure smoke entry into the sensing chamber and an alarm response once per twelve (12) months.
- Test smoke detectors and smoke duct detectors for sensitivity once every two (2) years as required by NFPA 72 Chapter 14.4.4.3. Perform any of the following tests to ensure that each smoke detector is within its listed and marked sensitivity range:
  - Calibrated test method.
  - Manufacturer's calibrated sensitivity test instrument.
  - Listed control equipment arranged for the purpose.
  - Smoke detector/control unit arrangement whereby the detector causes a signal at the control unit when its sensitivity is outside its listed sensitivity range.
  - Other calibrated sensitivity test method approved by the authority having jurisdiction.

Corporation has eight (8) Sails Smoke Duct Detectors.

- **Example 2.6** Fire Pump Testing: Contractor shall complete fire pump inspection, testing, and maintenance in accordance with NFPA 25 Chapter 8 that includes the following tasks:
  - Weekly inspection of the diesel engine system, electric system, pump, pump house/room.
  - Quarterly inspection of engine crankcase breather.
  - Annual inspection of the pump alignment, cable/wire insulation, exhaust system, drain condensate trap, and silencers, flexible hoses and connections, fuel tank vents and overflow, plumbing parts (inside and outside of panels), circuit board corrosion, shaft movement while running, and suction screens.
  - Weekly testing of the diesel engine fire pump (no flow), and pump operation (no flow).
  - Quarterly testing of the diesel engine fuel tank, float switch, and supervisory signal for interstitial space.
  - Annual testing of the Diesel fuel (for degradation), electronic control module, fire pump alarm signals, flow meters, gauges, transducers, and other devices used for testing, main pressure relief valve, pump performance (flow), supervisory signal for high cooling water temperature.
- **2.7** <u>Fire Pump Maintenance:</u> Contractor shall complete fire pump maintenance in accordance with NFPA 25 Chapter 8 that includes the following tasks:
  - Maintain and service batteries, circulating water filter, control and power wiring connections, diesel active fuel maintenance system, electrical connections, fuel tank for clogging, back pressure on engine turbo, pressure gauges and sensors, pump and motor bearings and coupling, and the sacrificial anode once per twelve (12) months.
  - Maintain and service controller and all other components of the pump assembly, diesel engine system, and electric motor and power system per manufacturer schedule.
  - Maintain and service diesel active fuel maintenance system annually or per manufacturer schedule
  - Maintain and service engine lubricating oil, engine oil filter, fuel filter, the lesser of fifty (50) operating hours or annually.
  - Maintain and service transmission components with elastomeric materials (including torsional couplings) once per five (5) years or per manufacturer's requirements.
- **Sails Fire Cannons System Testing and Maintenance:** Contractor shall provide inspection, testing, and maintenance services for the Sails Fire Cannon system that includes the following tasks. If manufacturer's requirements are different than the below, then the more stringent requirements shall be followed:
  - Fire Cannons (Spit-Fire Monitor 8394053)

- Once per month cycle all monitor functions (Left, Right, Up, Down) to ensure the complete system is fully functional.
  - Refer to nozzle manufacturer manual for proper nozzle maintenance (Brass X-stream Master Stream Nozzles).
- Once every six (6) months Grease monitor ball races through grease fittings located at each swivel
  joint with MOBILITH SHC 100, High Performance Synthetic Grease. Temperature range: -40°F (40°C) to 302°F (150°C) or equal.
  - Apply approx. 5-7 pumps of grease in the lower grease fitting, and 2-3 pumps in the upper grease fitting.
- Check motor control cables for wear and connectors for damage.
- Check motor cables for binding through full movement of monitor.
- Check all painted surfaces for chips or scratches and repaint as required.
- Visually check all electrical equipment, wire terminations torqued between 4.5 -7.1 in-lbs.

Fire Cannon Controls Panel (Elkhart Brass Industrial Electric Networked Monitor Motor Control Panel/HMI Console)

- Once per month
  - Check the indicator light and replace bulb if it's not operable.
  - Confirm that all terminal blocks and connections are properly taut to 4.5 -7.1 in-lbs.
  - Check for proper operation of the system overall, if there are problems with the system, begin troubleshooting steps as outlined in manufacturer's recommendations.

Fire Cannon Nozzles (Brass X-Stream Electric Nozzle)

- Once per week.
  - Cycle nozzle through all functions (straight stream, fog, etc.) to confirm that it is fully functional.
  - o Run the nozzle through its entire range of motion at least once a week.
- Once per month.
  - Apply a thin coating of Dow Corning #7 silicone grease or equivalent to the surfaces that
    the nozzle tip O-rings move across. Coat these surfaces with grease while the nozzle is in
    the straight stream position (all the way forward).
  - o Run the tip back and forth through its full range of motion several times to distribute the grease.
  - Stop the nozzle tip in the wide fog position (all the way back) and wipe off any excess grease.
- If nozzle does not pass inspection or testing requirements, conduct troubleshooting per manufacturer's requirements.
- **2.9** <u>Elevator Inspection and Testing Support:</u> Contractor shall provide elevator smoke detector inspection and testing services as required by NFPA 25 and NFPA 72 Chapter 14. A summary inventory of the elevators in the facility is listed below. Corporation has twenty-two (22) elevators.
- **2.10** Fire Extinguishers Service: Contractor shall provide fire extinguisher testing services in accordance with NFPA 10 chapter 7. Contractor shall inspect and provide servicing for all fire extinguishers on an annual basis, and as required by NFPA 10 Chapter 7 and Table 7.3.3.1. Corporation has four hundred nineteen (419) fire extinguishers.

- **2.11** Fire Doors: Contractor shall perform inspection and testing of all fire doors as required by NFPA 80 once every twelve (12) months. Corporation's fire doors include:
  - A. West Building and Sails

| Description        | Quantity |  |
|--------------------|----------|--|
| Roll-up Doors      | 42       |  |
| Fire Curtains      | 49       |  |
| Fire Doors         | 566      |  |
| Sliding Dock Doors | 4        |  |

B. East Building

| Description        | Quantity |  |
|--------------------|----------|--|
| Roll-up Doors      | 42       |  |
| Fire Curtains      | 0        |  |
| Fire Doors         | 935      |  |
| Sliding Dock Doors | 5        |  |

- **2.12 Smoke Dampers:** Contractor shall provide smoke damper inspection and testing services in accordance with NFPA 105 Chapter 7 that includes the following tasks:
  - Each damper shall be inspected and tested once every 4 years
  - Smoke dampers shall be inspected and tested in accordance with NFPA 92
  - Combination fire and smoke dampers and corridor dampers shall be inspected and tested in accordance with NFPA 80.
  - Dedicated smoke control equipment shall be tested at least once every six (6) months according to NFPA 92 Chapter 8.6.

Corporation has five (5) smoke dampers in the West Building and two hundred eighty-nine (289) smoke dampers in the East Building (Note: all dampers are chain link type).

- **2.13** Smoke Control System Preliminary Inspection: In accordance with NFPA 92 Chapter 8.2, smoke barriers, shaft integrity, fire stopping, doors/closers, glazing, and partitions and ceiling shall be inspected prior to any testing for smoke control systems.
- **2.14** Refrigerant Detection System: Contractor shall provide refrigerant detection system inspection, testing, and maintenance services in accordance with NFPA 72 that includes inspections, testing, and maintaining refrigerant detection system to manufacturer's recommendations.
- **2.15 Private Fire Service Main:** Contractor shall provide fire service main inspection and testing services in accordance with NFPA-25 Chapter 7 that includes the following tasks for twelve (12) hydrants:
  - Hydrants Inspected once every twelve (12) months for the following items:
    - Inaccessibility
    - Leaks in outlets or at top of hydrant
    - Cracks in hydrant barrel
    - Tightness of outlet caps
    - Worn outlet caps
    - Worn outlet threads
    - Worn hydrant operating nut

- Availability of operating wrench
- Corrosion detrimental to hydrant integrity
- Underground and exposed piping flow tested once every five (5) years.
- Hydrants flow tested once every twelve (12) months for flow and proper drainage to NFPA-25 Chapter 7 requirements.
- **2.16 Standpipes:** Contractor shall provide standpipe and hose system inspections and testing in accordance with NFPA-25 Chapter 6 and Table 6.1.1.2 that includes the following tasks:
  - Cabinets, Hoses, Hose connections, Hose nozzles, hose storage devices, hydraulic design information sign, and piping shall be inspected once every twelve (12) months, and hose nozzles shall be further inspected once after each use.
  - Contractor shall conduct a flow test and hydrostatic test once every five (5) years for applicable equipment.
  - There are a total of 24 standpipes in the building that serve up to six (6) floors with fifty-four (54) access points to the standpipes. The standpipes and valves, including valves on multiple floors are summarized below.
- **TESTING STANDARDS & FREQUENCY:** Inspections and testing of all fire safety related systems and devices shall be performed in accordance with all applicable requirements that are included by NFPA requirements, FM Global Sheet 2-81 standards and procedures, and if applicable, any other Fire Safety requirements standards established by the State of California, City of San Diego, or the San Diego Office of the Fire Marshal.

Inspection and testing frequency shall be in accordance with NFPA Standards and Municipal, State, and Federal statutes. If there are any conflicts with this scope and NFPA requirements, NFPA requirements are to be used. In all cases where testing is performed, all fire alarm devices shall be tested to the manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times.

- 4.0 DOCUMENTATION, REPORTS, AND REPORTING: A record of each inspection, test, or service shall be completed on the applicable Office of the Fire Marshal Automatic Extinguishing System (AES) form, or on another form otherwise approved by The Corporation. A copy of each inspection shall be submitted to the Corporation within seven (7) days of the inspection, test, or service. All applicable inspections shall be submitted to the San Diego Fire-Rescue Department online via The Compliance Engine at <a href="https://www.thecomplianceengine.com">www.thecomplianceengine.com</a> as required by the City of San Diego and The Compliance Engine. A list of applicable inspections that are required to be uploaded to The Compliance Engine is located at <a href="https://www.sandiego.gov/fire/compliance-engine">www.sandiego.gov/fire/compliance-engine</a>.
- 4.1 <u>Inspection and Testing Summary Report:</u> An inspection and testing summary report of each inspection, test or service shall be forwarded to the Corporation after each inspection and testing frequency (monthly, quarterly, semi-annually, annually, 5-year as applicable) detailing any discrepancies or non-compliances identified and inspection and test methods utilized. This report may be submitted in spreadsheet format, or any other format approved by the Corporation. Contractor shall report all accident and incidents to Corporation Public Safety immediately.
- **4.2** <u>Annual Report:</u> Contractor shall provide a detailed annual report each year. The annual report shall include the below items:
  - A full system inventory in digital spreadsheet format that includes the following:

- Last inspection and test dates per each item per type
- o Inspection and test frequency requirements per NFPA or other requirements
- Specific code reference to inspection and test frequency
- A full list of code deviations and non-compliances identified in the previous twelve (12) months with specific code reference noted
- A summary of all contractor activity for the previous twelve (12) months that includes the following:
  - Any maintenance activity listed by date and activity
  - Any corrective actions taken
- 5.0 SCHEDULING OF SERVICES: Contractor shall perform the inspection and testing services on a scheduled basis and schedule all inspections and testing with at least four (4) weeks' notice. The services may need to be performed after normal business hours if they may interfere with events or customer activity during normal business hours. Contractor shall coordinate with the Corporation to ensure compliance.
- 5.1 <u>Emergency and Out-of-Scope Repair Services:</u> This section addresses maintenance, emergency and out of scope repairs that may be required from time to time during the term of the resulting contract. In the event that Contractor has identified through inspection or testing that maintenance items are required to be completed to maintain compliance, Contractor shall be available to complete the work at a rate provided during the bid. These rates shall be used for all out-of-scope repair services.
- **Personnel and Response Time:** Contractor shall provide emergency and out-of-scope repair services on an "as needed" time and materials basis. Contractor shall employ a sufficient number of technicians, dispatchers, office personnel, maintenance personnel and managers to promptly respond to all requests for service. This includes all requests for service twenty-four (24) hours a day, seven (7) days of week, and three hundred sixty-five (365) days a year during the term of the Contract. If Contractor is unable to perform in a timely manner the Corporation may utilize other contractors.
- business hours, after-hours, or weekend calls within two (2) hours from the time request for service is made. Contractor shall provide priority to perform the Services as required within the shortest possible timeframe and take all necessary precautions to prevent reoccurrence. Services shall be complete as agreed upon by the Corporation. Routine calls for service shall be responded to no later than the next business day. Coordination of performance and any/or all subcontractors must meet the same requirements as the prime contractor. Any/or all subcontractors must be approved by the Corporation before any subcontractor can commence work.
- **TRAINING:** Contractor shall provide annual training to Corporation staff on the operation, activation, response, etc., of Corporation Fire Alarm Systems. Contractor shall provide four (4) training sessions per year (usually will take place in December) as follows:
  - Each class will consist of 6 8 security employees and will be approximately 4 5 hours in length.
  - Each class shall cover procedures for each fire system, regarding the appropriate steps during an alarm activation (acknowledging, silencing, resetting), how to enable or disable the common points, and basic troubleshooting steps at the panels or computers.
  - Each employee needs to be evaluated on their knowledge and be provided with hands-on training during these sessions.
  - The training sessions can be done in conjunction with alarm testing to allow for the hands-on experience.
  - The curriculum outline and materials will be developed in conjunction with Security/Guest Services Management.

7.0 WASTE MANAGEMENT AND RECYCLING: Contractor may utilize Corporation's onsite dumpsters and recycling bins throughout the duration of the project. Contractor shall make every effort to refrain from disposing the debris into the landfill and recycle items to the maximum extent possible. Waste shall be removed often as necessary to ensure debris and resulting dirt/dust particles are minimized. The construction site shall be kept clean and maintained daily.

Recycling and waste bin areas are to be kept neat and clean and clearly marked to avoid contamination of materials. Hazardous waste shall be separated, stored, and disposed of according to local regulations.

**8.0 SCHEDULE & HOURS OF WORK:** Corporation maintains a high occupancy facility where work must be performed around event activity. As a result, Contractor will need to coordinate with Corporation for available working days.

Corporation working hours are 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday. Contractor must complete the work between September 1, 2023, and August 31, 2028, or as scheduled by Corporation

Contractor shall provide a schedule summary of anticipated inspection and testing services provided as part of this project for the entire contract duration that includes all inspection and testing activities that will occur in a given month.

- **9.0 MEETINGS:** Contractor shall schedule and attend the following meetings as needed without additional cost to Corporation:
  - Preconstruction Conference: review responsibilities, personnel assignments, project schedule, site requirements, site safety requirements, and any other site details.
  - Annual Project Review Meeting: held at the completion of each contract year that will go over the Annual Report from the previous year, and any consistent discrepancies or issues from NFPA requirements.
- **10.0 PROJECT MANAGEMENT:** Contractor shall determine the needed labor to meet Corporation's schedule, and coordinate with Corporation site contact prior to any site visits.
- 11.0 PARKING AND STORAGE: Contractor may not store excess materials, tools, equipment, or debris at Corporation's site without prior written authorization from Corporation personnel. Any materials or equipment stored at the San Diego Convention Center is at Contractor's own risk. Loading and unloading of materials at a designated loading dock shall be scheduled with Corporation personnel. Parking will be available on a first come first serve basis. Contractor vehicles are allowed to park without a fee during the term of the project as directed and approved by Corporation's personnel.
- 12.0 CODE COMPLIANCE AND SAFETY: While onsite, Contractor personnel must wear applicable PPE (personal protective equipment) such as gloves, eye protection, knee pads, and follow guidance/safety practices in accordance with all applicable OSHA and manufacturer regulations and requirements. All visits to the San Diego Convention Center must be pre-arranged and coordinated with Corporation personnel before arriving onsite. Contractor personnel are required to wear a corporation-issued badge at all times to gain access throughout the building.
- **13.0 WARRANTY:** Contractor shall provide a one (1) year warranty for workmanship and materials provided by Contractor.

# Section 4 - Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

| BIDDER:  |                  |
|--|------------------|
| Legal Business Name  |                  |
| Other Entity Name(s) (if applicable)   |                  |
| CSLB License Number  |                  |
| DIR Public Works Contractor Number   |                  |
| Primary Contact Name   |                  |
| Primary Contact Position   |                  |
| Primary Contact Phone Number   |                  |
| Primary Contact E-mail   |                  |
| BID:   |                  |
| <mark>Please use Exhibit A – Bid Form (Line Items) in Excel format</mark> . Cost is inclusive of all materi  | ials, equipment, |
| prevailing wage labor, trip charges, applicable taxes, and all overhead costs.   |                  |
| PROMPT PAYMENT DISCOUNT:   |                  |
| The price(s) proposed in Exhibit A – Bid Form (Line Items) can be discounted by $_{}$ %, if p within $_{}$ days. Note: Unless Prompt Payment Discount is specified above, a Net 30 will be c | •                |

#### TIME AND MATERIALS RATE SHEET: (attached as separate file)

Submit a time and materials rate sheet for as needed out of scope repairs that includes the following:

- Technician hourly rate for repair service during normal business hours, Monday to Friday, 8:00 a.m. to 5:00 p.m. local time.
- Technician hourly rate for repair service for night, holiday and or after hours.
- Technician emergency calls hourly rate for repair service during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. local time.
- Technician emergency calls hourly rate for repair service for night, holiday and/or after hours.
- Materials markup rate (%) from list price for service parts.
- All Technician rates shall include full hourly costs to complete on site tasks only. Contractor administrative, scheduling, and management costs shall be at the cost of Contractor.

# **COMPANY RESUME:** (attach as separate file)

Submit a company resume that includes:

- Statement of Experience Briefly describe the background and capabilities of your company. If applicable, include a list of services and activities required by applicable NFPA regulations that are not included in the scope of work that your company performs.
- Key Personnel Resumes Provide resumes of the key personnel who will be assigned to the project (Project Manager, Superintendent, Foreman, Laborer, etc.).

# **SAFETY RECORD:** (attach as separate file)

Submit company OSHA Form 300A and Experience Modification Rate (EMR) from 2020, 2021, and 2022.

### QUALITY ASSURANCE PLAN: (attach as separate file)

Submit a quality assurance plan that includes your company procedure for verifying equipment is compliant with all applicable NFPA codes for inspections and repair work.

# **WORK PLAN:** (attach as separate file)

Submit a work plan that includes the proposed number of allocated staff and anticipated duration for each inspection/maintenance item listed in Section 3 of the RFP - Scope of Work.

| COMPARABLE PROJECTS: Provide five (5) comparable projects similar in size and complexity:  (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date: |
|---|
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name:  Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| (use additional sheets of paper as needed)  1. Project Name: Project Address: Name of Company: Client Contact Information:  Contract Award Value: \$ Contract Completion Value: \$ If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date: Actual Completion Date:  |
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| Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| Project Address:  Name of Company:  Client Contact Information:  Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:  |
| Name of Company:  |
| Contract Award Value: \$  Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:   |
| Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:   |
| Contract Completion Value: \$  If Contract Award / Completion Are Different Values, Please Explain Why:  Contract Completion Date:  Actual Completion Date:   |
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| Contract Completion Date:  Actual Completion Date:  |
| Actual Completion Date:   |
| Actual Completion Date:   |
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| Drief Description of Assessment / Contract on Compiles Dury ideal.  |
| Brief Description of Agreement/Contract or Services Provided:   |
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| 2. Project Name:   |
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| Project Address:   |
| Name of Company:   |
| Client Contact Information:  |
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| Contract Award Value: \$   |
| Contract Completion Value: \$  |
| If Contract Award / Completion Are Different Values, Please Explain Why: |
| Contract Completion Date:  |
| Actual Completion Date:  |
| Brief Description of Agreement/Contract or Services Provided:            |
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|  |
| 3. Project Name:   |
| Project Address:   |
| Name of Company:   |
| Client Contact Information:  |
|  |
| Contract Award Value: \$   |
| Contract Completion Value: \$  |
| If Contract Award / Completion Values Are Different, Please Explain Why: |
| Contract Completion Date:  |
| Actual Completion Date:  |
| Brief Description of Agreement/Contract or Services Provided:            |
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|  |
|  |
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| 4. Project Name:   |
|--|
| Project Address:   |
| Name of Company:   |
| Client Contact Information:  |
|  |
| Contract Award Value: \$   |
| Contract Completion Value: \$  |
| If Contract Award / Completion Values Are Different, Please Explain Why: |
| Contract Completion Date:  |
| Actual Completion Date:  |
| Brief Description of Agreement/Contract or Services Provided:            |
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|  |
| 5. Project Name:   |
| Project Address:   |
| Name of Company:   |
| Client Contact Information:  |
| Contract Award Value: \$   |
| Contract Award Value: \$  Contract Completion Value: \$                  |
|  |
| If Contract Award / Completion Values Are Different, Please Explain Why: |
| Contract Completion Date:  |
| Actual Completion Date:  |
| Brief Description of Agreement/Contract or Services Provided:            |
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#### **TO: CORPORATION**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

#### **BIDDER QUALIFICATION STATEMENT:**

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Corporation can rely on its accuracy and truthfulness.

| Α | D | ח | F | N | ח | Δ | • |
|---|---|---|---|---|---|---|---|
|   |   |   |   |   |   |   |   |

| The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Work, Bid Form, all    |
|--|
| Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with |
| any of the above. The undersigned hereby acknowledges receipt of the following addenda:,,,                       |
| (write "none" if none). In addition, the undersigned has completely and appropriately filled out all             |
| required forms.  |

#### **COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Corporation's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Corporation's standards outlined in this RFP.

#### **NON-COLLUSION:**

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

#### **INSURANCES:**

The undersigned further agrees that if awarded the Contract, it will submit to the Corporation any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

| FROM:              |        |  |
|--------------------|--------|--|
| Respondent's Name: | Title: |  |
| Signature:         | _      |  |

# **Business Ownership Declaration**

For Statistical Purpose Only. Required by the City of San Diego.

| <b>Company Information</b>                                  |   |   |
|---|---|---|
| Name:   |   |   |
|   |   |   |
| Address:  |   |   |
| Phone:  |   |   |
| Email:  |   |   |
| Ownership Classification *Includes Individuals, Sole Propri |   | s and Corporations  |
| [ ] Women owned Busine                                      | SS (WBE – SWBE) – 51% ow                                  | nership and active management   |
| [ ] Minority Owned Busine                                   | ess (MBE – SMBE) – 51% ov                                 | vnership and active management  |
| both socially and economically of                           | disadvantaged as defined in Cone or more such individuals | business that is at least 51 percent owned by one or more individuals who an code of Federal Regulations Title 49 part 26. In the case of a corporation, 5 and, whose management and daily business operations are controlled by or duals who own it. |
| [ ] Disabled Veteran Busin                                  | ness Enterprise (DVBE)                                    |   |
| [ ] Small Business Enterp                                   | rise (SBE)  |   |
| [ ] Small Local Business [                                  | Enterprise (SLBE)   |   |
| [ ] None Apply  |   |   |
| Certifications [ ] Yes [ ] No Ownership                     | Classification has been                                   | certified by a city, federal, state or private agency.  |
| Certifying Agency   | :   | Certification Date:   |
| Certifying Agency   | :   | Certification Date:   |
| Ethnicity *Required – select one.                           |   |   |
| [ ] African American  | [ ] Asian   | [ ] Caucasian   |
| [ ] Hispanic  | [ ] Filipino  | [ ] Native American   |
| [ ] Pacific Islander  | [ ] Other:  |   |

# **DESIGNATION OF SUBCONTRACTORS FORM**

A contractor or subcontractor shall not be qualified to quote, bid, propose on, be listed in a quote, bid, proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

Contractor acknowledges that this project is a public works project as set forth in Labor Code § 1720, et seq. and certifies that all workers employed in the execution of the contract will be paid the correct prevailing wages. The San Diego Convention Center Corporation has obtained from the Director of the Department of Industrial Relations, general prevailing wage determinations for the locality in which the work is to be performed. Copies of such wages are on file at SDCCC and available for inspection to any interested party upon request. The determinations are also available from the Department of Industrial Relations on the internet at http://www.dir.ca.gov/DLSR/PWD/index.htm.

Contractor acknowledges that certain stipulations are required to be included in the Contract by Labor Code §1720, et seq., certifies that it is knowledgeable of these requirements, and agrees to be bound by the required provisions. These include, but are not limited to, maintaining accurate payroll records, verifying and certifying payroll records, and making them available to SDCCC for inspection. Contractor shall require its subcontractors to comply with section 1776 of the Labor Code and is responsible for ensuring its subcontractors submit certified payroll records to SDCCC, weekly. Lien Releases from Contractor and subcontractors will be required for payment of invoices.

If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor agrees in accordance with Labor Code § 1775 to pay the worker the difference between the prevailing wage rate and the amount actually paid. If apprentices are employed on the project, Contractor shall be responsible for ensuring compliance with Labor Code § 1777.5. Contractor shall be responsible for any penalties levied in accordance with Labor Code § 1812 for failing to pay required overtime wages.

| DESIGNATION OF SUBCONTRACTORS  |                              |                           |           |      |  |  |  |
|--|------------------------------|---------------------------|-----------|------|--|--|--|
| DESCRIPTION OF WORK  (Indicate if work includes only a portion of the quote, bid, or proposed item. If subcontractor(s) will not be used then indicate "no subcontractor". | BUSINESS NAME<br>AND ADDRESS | % OF<br>TOTAL<br>CONTRACT | LICENSE # | DIR# |  |  |  |
|  |                              |                           |           |      |  |  |  |
|  |                              |                           |           |      |  |  |  |
|  |                              |                           |           |      |  |  |  |
|  |                              |                           |           |      |  |  |  |
|  |                              |                           |           |      |  |  |  |
| Solicitation/RFP Title or PO #   |                              |                           |           |      |  |  |  |
| Contractor Name  | DIR#                         |                           |           |      |  |  |  |
| Authorized Signature   | Date                         |                           |           |      |  |  |  |