

# Attachment B

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**COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
1488 SCHILLING PLACE  
SALINAS, CA 93901  
(831) 755-4990**

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**REQUEST FOR PROPOSALS  
#10618**

**For  
Countywide Service Agreement to Provide Annual Testing  
and Maintenance and On-Call Fire Protection Services**

**Proposals are due by 3:00 pm (PST) on April 6, 2018**

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**SOLICITATION DETAILS SECTION**

## 1.0 INTENT

- 1.1 This Request for Proposal (RFP) has been developed to assist the County of Monterey Resource Management Agency, herein after called “County” in the identification and evaluation of companies to provide annual testing, maintenance, and on-call fire protection services located within Monterey County, herein after called “Contractor(s)”.
- 1.2 This solicitation is not intended to create an exclusive service Agreement. County retains the ability, at its sole discretion, to add qualified Contractors after one year from the signing of the Agreement.

## 2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Building and property locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border.
- 2.2 Monterey County has a need for Fire Protection Services including annual testing and maintenance of fire suppression systems and “On-Call” inspections, testing, installation, maintenance and repairs of sprinklers, alarms, extinguishers, and hood systems. County seeks CONTRACTOR(s) who shall abide by all local, state, and federal regulations and who are also capable of providing, all labor, materials, tools equipment and supervision in the course of providing Fire Protection Services.

## 3.0 CALENDAR OF EVENTS

- |     |                                     |                                       |
|-----|-------------------------------------|---------------------------------------|
| 3.1 | Issue RFP                           | March 8, 2018                         |
| 3.2 | Deadline for Written Questions      | 3:00 p.m., PST March 19, 2018         |
| 3.3 | Proposal Submittal Deadline         | 3:00 p.m., PST, Friday, April 6, 2018 |
| 3.4 | Estimated Notification of Selection | April 2018                            |
| 3.5 | Estimated AGREEMENT Date            | May 2018                              |

*This schedule is subject to change as necessary.*

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at [www.co.monterey.ca.us/admin/solicitcenter.htm](http://www.co.monterey.ca.us/admin/solicitcenter.htm). Addenda will be posted on the website the day they are released.

## 4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County      **Jaime Ayala**  
   **Deputy Purchasing Agent**  
   1488 Schilling Place  
   Salinas, CA 93901  
   PHONE: (831) 783-7047  
   FAX: (831) 755-4969  
   Email: AyalaJ@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 SCOPE OF WORK

The County shall enter into an Agreement for Fire Protection Services including; annual testing and maintenance of Fire Suppression Systems and "On-Call" inspections, testing installation,



maintenance and repairs of Fire Sprinklers, Alarms, Extinguishers, and Hood Systems on County owned buildings and facilities. A detailed scope of services that shall be required of the CONTRACTOR is explained below. The scope of work shall include, in general, the following:

### 5.1 Scope of work for Fire Alarm Systems:

Contractor shall Inspect, Test, Maintain, and Certify the fire alarm systems detailed on the “List of Equipment” below for the assigned County owned building(s). The Contractor shall satisfy requirements of the listed edition of National Fire Protection Association (NFPA) 72, Chapter 10; conform to the equipment manufactures recommendations; and verify operation of the alarm systems.

- **Inspection:** A **visual inspection** of every device in the “List of Equipment” shall be performed to ensure that facility changes have occurred which could affect equipment or system performance based on the original design.
- **Testing:** Every device and control function shown in the “List of Equipment” shall be **physically activated** to ensure its functionality as designed and installed. Testing takes into consideration the Authority Having Jurisdiction (AHJ) requirements, local ambient conditions and the manufacturer’s recommendations. Contractor shall follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing.

System configuration is verified during quarterly inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies shall be presented for review before the Technician leaves the facility. Audible Testing shall be conducted during off or non-operational hours and the schedule shall be pre-approved by the County.

- **Preventative Maintenance:** System components shall be cleaned, recalibrate and retested if necessary to ensure continued performance and reduce the risk of component or system failure. During scheduled visits, minor repairs shall be made, such as replacement of faulty detectors or damaged devices.
- **Smoke Detector Sensitivity Testing:** Smoke Detector Sensitivity testing shall be performed in accordance with NFPA 72 using the manufacturer’s recommended test methods and Underwriters Laboratories standard (UL) approved testing device. Contractor shall provide the necessary documentation to satisfy the County. Contractor shall provide an analysis of the report along with recommendations for detectors that require cleaning or replacement.
- **System Software Updates:** Microprocessor based systems shall have the software upgraded when required to maintain the listing requirements of the County.
- **Corrective Maintenance:** Necessary repairs for deficient or inoperable devices such as those found during the course of system testing, inspection or preventative

maintenance, or have failed during operation shall be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve U.L Listings and meet NFPA requirements.

- **Emergency Service:** Emergency service response between scheduled tests shall be available 24 hours a day/seven (7) days a week to minimize system down time. Emergencies shall be determined by County.

On-Site Response shall be provided via a telephone response within (thirty) 30 minutes and Service Technicians shall be onsite within four (4) hours. Non-emergency calls, as determined by County, shall be handled the next business day.

- **On Site Staffing:** Trained and certified personnel for on-site system support shall be provided. As part of the services. Any additional training shall be provided while certified technicians are on site.
- **Example of Check Form and List of Equipment:**

**SAMPLE FORMS**

**INSPECTION, TESTING, AND MAINTENANCE OF WATER BASED FIRE PROTECTION SYSTEMS**

Inspection, Testing, and Maintenance Cover Sheet NFPA 25 as Amended by CCR, Title 19	
<b>Customer/Property Information</b> Name: <u>Administration Bldg.</u> Address: <u>168 West Alisal</u> City: <u>Salinas, CA</u> ZIP: <u>93901</u> Contact: <u>Jeff Pennoni</u> Telephone: <u>(831) 755-4855</u>	Occupancy/Use: <u>Office</u> Construction Type: <u>Steel</u> No. Stories: <u>3</u> Year Constructed: <u>N/A</u>
<b>Contractor Information:</b> Name: <u>Aunchman Fire Protection Co.</u> Address: <u>855 Laurel Drive</u> City: <u>Salinas</u> State, ZIP: <u>CA, 93905</u> Telephone: <u>(831) 755-4744</u> CA License #: <u>990099</u> Job #: <u>W.O.</u> <u>023371</u> Performed by: <u>Ron Aunchman</u>	<u>5</u> Number of System Risers Copy Sent to: ___ Owner      Date _____ ___ Fire AHJ      Date _____ ___ Contractor      Date _____ NOTES: 1. For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2002 Edition as Amended by California Code of Regulations, Title 19, 901 to 906 2. Inspection Items may be performed by the Owner in accordance with California Code of Regulations Title 19, 904.1(a)

Forms Included with this Report	NFPA 25 Chapter	Number of Forms	Not Applicable	FAIL	PASS
<input checked="" type="checkbox"/> Automatic Sprinkler System	5	5			X
<input type="checkbox"/> Standpipe and Hose Systems	6				
<input type="checkbox"/> Private Water Supply System	7				
<input type="checkbox"/> Fire Pump	8				
<input type="checkbox"/> Water Storage Tank	9				
<input type="checkbox"/> Water Spray System	10				
<input type="checkbox"/> Foam Water Sprinkler System	11				
*See "Deficiencies and Comments" section at end of each respective form					

**SAMPLE FORMS**

Inspection, Testing, and Maintenance Fire Sprinkler System NFPA 25, Chapter 5 as amended by CCR, Title 19	
Date of Inspection, Testing, Maintenance: <u>4 / 17 / 2015</u> Property Information: Name: <u>Administration Building</u> Address: <u>168 West Alisal Street</u> _____ City, State, ZIP: <u>Salinas, CA 93901</u>	System Riser ID: <u>1<sup>st</sup> Floor</u> Type of System: <input checked="" type="checkbox"/> <u>X</u> Wet Pipe <input type="checkbox"/> Dry Pipe <input type="checkbox"/> Pre-action <input type="checkbox"/> Deluge
Main Drain Test Results: Initial Static Pressure: <u>100</u> (psi) Residual Pressure: <u>50</u> (psi) Restored Static Pressure: <u>100</u> (psi)	Abbreviation Key: I – Inspection T – Test M – Maintenance A-O – After Operation MI – Per Manufacturer’s Instructions

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.1	I	Daily Weekly	Pre-action/Deluge Valves-Enclosure Temperature	12.4.3.1		X	
1.2	I	Daily Weekly	Dry Pipe Valves-Enclosure Temperature	12.4.3.1		X	
1.3	I	Quarterly	Gauges (Dry Pre-action, Deluge Systems)	5.2.4.2 5.2.4.3		X	
1.4	I	Quarterly	Control Valves	12.3.2.1			X
1.5	I	Quarterly	Alarm Devices	5.2.5			X
1.6	I	Quarterly	Gauges (Wet Pipe System)	5.2.4.1			X
1.7	I	Quarterly	Hydraulic Nameplate	5.2.7	X		
1.8	I	Quarterly	Sprinklers	5.2.1			X
1.9	I	Quarterly	Spare Sprinklers	5.2.1.3			X
1.10	I	Quarterly	Fire Department Connection	12.7.1			X
1.11	I	Quarterly	Alarm Valves-Exterior Inspection	12.4.1.1			X
1.12	I	Quarterly	Pre-action/Deluge Valves – Exterior Inspection	12.4.3.1.6		X	
1.13	I	Quarterly	Pressure Reducing Valves	12.5.1.1		X	
1.14	I	Quarterly	Dry Pipe Valves – Exterior Inspection	12.4.4.1.4		X	
1.15	I	Quarterly	Backflow Preventers	12.6.1			X
1.16	I	Annually	Pipe and Fittings	5.2.2			X
1.17	I	Annually	Buildings	5.2.5			X
1.18	I	Annually	Hangers	5.2.3			X
1.19	I	Annually	Seismic Braces	5.2.3			X

**SAMPLE FORMS**

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.20	I	5 Years	Pre-action/Deluge Valves-Enclosure Temperature	5.2.3.3		X	
1.21	I	5 Years	Seismic Braces (Accessible concealed spaces)	5.2.3.3		X	
1.22	I	5 Years	Pipe and Fittings (Accessible concealed spaces)	5.2.4.2		X	
123	I	5 Years	Sprinklers (Accessible concealed spaces)	5.2.1.1.4		X	
1.24	I	5 Years	Alarm Valves – Interior Inspection	12.4.1.2		X	
1.25	I	5 Years	Alarm Valves – Strainers filter orifices	12.4.1.2		X	
1.26	I	5 Years	Check Valves – Interior inspection	12.4.2.1		X	
1.27	I	5 Years	Pre-action/Deluge Valves – Interior inspection	12.4.3.1.7		X	
1.28	I	5 Years	Pre-action/Deluge Valves – Strainers filters orifices)	12.4.3.1.8		X	
1.29	I	5 Years	Dry Pipe Valves – Interior Inspection	12.4.4.1.5		X	
1.30	I	5 Years	Dry Pipe Valves – Strainers, filters, orifices	12.4.4.1.6		X	
2.1	T	Annually	Alarm Devices (90 Sec)	5.3.3 12.2.7			X
2.2	T	Annually	Main Drain Test (Enter data on Page 2)	12.2.6 12.2.6.1 12.3.3.4			X
2.3	T	Annually	Antifreeze Test	5.3.4			X
2.4	T	Annually	Control Valve - Position	12.3.3.1			X
2.5	T	Annually	Control Valve - Operation	12.3.3.1			X
2.6	T	Annually	Supervisory	12.3.3.5			X
2.7	T	Annually	Pre-action Valve – Priming Water	12.4.3.2.1		X	
2.8	T	Annually	Pre-action Valve – Low Air Pressure Alarm	12.4.3.2.10		X	
2.9	T	Annually	Pre-action Valve – Full Flow Trip Test	12.4.3.2.2		X	
2.10	T	Annually	Dry Pipe Valve – Priming Water	12.4.4.2.1		X	

**SAMPLE FORMS**

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
2.11	T	Annually	Dry Pipe Valve – Low Air Pressure Alarm	12.4.4.2.6		X	
2.12	T	Annually	Dry Pipe Valve – Quick – Opening Device	12.4.4.2.4		X	
2.13	T	Annually	Dry Pipe Valve – Trip Test	12.4.4.2.2		X	
2.14	T	Annually	Backflow Prevents Assemblies	12.6.2			X
2.15	T	3 Years	Dry Pipe Valve – Full Flow Trip Test	12.4.4.2.2.2		X	
2.16	T	5 Years	Gauges	5.3.2		X	
2.17	T	5 Years	Pressure Reducing Valve	12.5.1.2		X	
2.18	T	5 Years	Fire Department Connection Backflush	12.7.4		X	
2.19	T	5 Years	Sprinklers – Extra High Temperature	5.3.1.1.1.3		X	
2.20	T	5 Years	Sprinklers – Corrosive Environment/Water	5.3.1.1.2		X	
2.21	T	10 Years	Sprinkler - Dry	5.3.1.1.1.5		X	
2.22	T	20 Years	Sprinklers – Fast Response	5.3.1.1.1.2			X
2.23	T	50 Years	Sprinklers	5.3.1.1.1			X
2.24	T	75 Years	Sprinklers 75 years in service	5.3.1.1.14		X	
2.25	T		Sprinkles Manufactured prior to 1920 - Replace	5.3.1.1.1.1		X	
3.1	M	Annually	Control Valves	12.3.4			X
3.2	M	Annually	Pre-action/Deluge Valves	12.4.3.3.2		X	
3.3	M	Annually	Dry Pipe Valves/Quick – Opening Devices	12.4.4.3.2		X	
3.4	M	Annually	Dry Pipe Valve – Low Point Drains	12.4.4.3.3		X	
3.5	M	5 Years	Obstruction Investigation	Chapter 13		X	





## 5.2 Scope of work for Fire Extinguisher Inspection:

All portable fire extinguishers must meet manufacturing and performance standards and bear the label of an Office of the State Fire Marshal (OSFH) approved testing laboratory. CONTRACTOR shall Inspect, Test, Maintain, and Certify all Fire Extinguishers in the assigned County owned building. An A-B-C fire extinguisher shall be used on all kinds of fires.

CONTRACTOR's Monthly/Annually Fire Extinguisher Inspection List:

- Confirm the extinguisher is visible, unobstructed, and in its designated location.
- Verify the locking pin is intact and the tamper seal is unbroken. Examine the extinguisher for obvious physical damage, corrosion, leakage, or clogged nozzle.
- Confirm the pressure gauge or indicator is in the operable range or position, and lift the extinguisher to ensure it is still full.
- Make sure the operating instructions on the nameplate are legible and facing outward.
- Check the last professional service date on the tag. (a licensed fire extinguisher maintenance CONTRACTOR must have inspected the extinguisher within the past 12 months).
- Initial and date the back of tag.
- Report/Remove expired service tags and missing, damaged, or used extinguishers immediately.

## 5.3 Scope of work for Kitchen Exhaust Hood Systems:

CONTRACTOR shall clean the internal components of the food service grease exhaust systems. A "green" cleaning product shall be used that creates no Environmental Protection Act (EPA) recordable waste by-products. All hood, all connecting ductwork, to and including each exhaust fan, in strict accordance with the National Fire Protection Association 96 Standards, 2008 Edition (NFPA 96, Chapter 11). The internal components of the food service grease exhaust systems are:

- **Grease Exhaust Duct Systems:** The "On-Call" CONTRACTOR shall remove accumulations of all foreign matter, such as dirt and grease from the exhaust ducts beginning at the hood, hood connection, filters up and including the exit stack.
- **Exhaust Fans:** The "On-Call" CONTRACTOR shall remove accumulations of all foreign matter, such as dirt and grease, includes the structural frame assemblies, housing, fan blades, braces, louvers and all parts in the direct path of the grease laden air.

5.4 Record of accomplishing "On-call" services on schedule and on budget to be performed in accordance to National Fire Protection Association 25 (NFPA 25). Since fire sprinkler systems need to be in working order at all times, they need to be inspected annually to ensure that they shall operate properly during a fire emergency. During a fire sprinkler systems test, physical checks are performed on all parts of specific County owned



building fire sprinkler system. These checks include water flow tests, fire pump tests, alarm tests, and trip tests of dry pipe, deluge and pre-action valves. In addition to annual inspections, County building fire sprinkler system(s) must also carry out quarterly flow tests. Written records of all quarterly fire sprinkler system inspections must be maintained in accordance with NFPA 25. The solicitation of on-call services shall provide immediate inspections services to the specified County owned buildings and facilities for limited scope and time sensitive projects, as needed in the public sector.

- 5.5** On-call Agreements require CONTRACTOR to be responsive when requests for service. Requested Systems services work shall be completed in a reasonable time frame. The exact scope of work for professional regular inspections, repairs and installations, testing and maintenance of Fire Sprinkler Systems services shall be determined prior to a notice to proceed for a specific task. The cost of the specific task shall be negotiated and agreed to by the CONTRACTOR(s) and the County prior to issuing the notice to proceed.
- 5.6** Services shall be provided on an “On-call” basis. The County shall contact CONTRACTOR(s) with regards to an individual County owned building inspection. CONTRACTOR(s) shall then prepare a detailed cost proposal and schedule to perform the work for the individual project.
- 5.7** CONTRACTOR shall advocate for the County and ensure the requested services produced are in the best interest of the County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

## **6.0 CONTRACT TERM**

- 6.1** The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods.
- 6.1.1** County is not required to state a reason if it elects not to renew.
- 6.2** If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 6.2.1** Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3** The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## 7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.
- 7.3.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
- 7.3.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 7.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the County facilities that are deemed restricted or high security, including but not limited to County law enforcement facilities such as correctional facilities (County Jail, Juvenile Hall), Salinas/Monterey Courthouse facilities, the Monterey County Sheriff's Office, Probation Department and/or the District Attorney's Office facilities.

## 8.0 PROPOSAL PACKAGE REQUIREMENTS

### 8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal Package Layout</u></b> <b>Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE

	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENT A) & WARRANTY
Section 7	EXCEPTIONS
Section 8	APPENDIX

### **Section 1. Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed nonresponsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

#### **Table of Contents**

### **Section 2, Pre-Qualifications/Licensing Requirements:**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all of the prequalifications and licensing requirements as set forth in Section 7.0 herein.

### **Section 3, Project Experience & References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

**Experience & References:** CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the scope of work

described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

**Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/noncompliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, beginning from January 1, 2010 up to and including the present day.

#### **Section 4, Statement to Service Entire County:**

Include a statement acknowledging which of the following locations your company is able to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

#### **Section 5, Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: [www.co.monterey.ca.us/admin/policies.htm](http://www.co.monterey.ca.us/admin/policies.htm)*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

#### **Section 6, Pricing & Warranty:**

CONTRACTOR shall complete and submit pricing as per **Attachment A – Product Sheet** attached hereto.

CONTRACTOR shall propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the

CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

**Section 7, Exceptions:**

CONTRACTOR shall submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION “RFP #10618” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

**Section 8, Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

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8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:

7.2.1 Four (4) sets of the proposal package (one [1] original proposal marked “Original” plus three [3] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10618”. In addition, submit one (1) electronic version of the entire proposal package on USB memory stick. Additional copies may be requested by the County at its discretion.

8.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.

8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but shall instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed nonresponsive. Proposal signature must be manual, in BLUE ink, and



included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER “RFP #10618” and CONTRACTOR’S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 **Acceptance:** Proposals are subject to acceptance at any time within ninety (90) days after opening. Monterey County reserves the right to reject any and all packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 9.6 **Ownership:** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.

- 9.7 **Compliance:** Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed nonresponsive.
- 9.8 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

**10.0 SELECTION CRITERIA**

**10.1** The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the COUNTY to easily evaluate proposal packages with respect to the selection criteria. The absence of required information may cause the proposal package to be deemed nonresponsive and may be cause for rejection.

**10.2** The selection criteria include the following:

CRITERIA	Scoring Criteria
<b>Qualification Package Content</b>	
Cover Letter (Including Contract and Firm Info) Section 1	Pass/Fail
Signed RFP Signature Page: Section 1	Pass/Fail
Receipt of Signed Addenda: (if any) Section 1	Pass/Fail
Table of Contents: Section 1	Pass/Fail
Pre-Qualifications/Licensing Requirements: Section 2	Pass/Fail
Project Experience and References: Section 3	Pass/Fail
Statement to Service Entire County: Section 4	Pass/Fail
Environmentally Friendly Practice: Section 5	Pass/Fail
Pricing & Warranty per Attachment A: Section 6	Pass/Fail
Exceptions: Section 7	Pass/Fail
	Possible Points
<b>General Description of the Firm &amp; Its Qualifications: Section 1, 2 &amp; 8</b>	
Describe areas of expertise, include length of time firm has performed Fire Protection services.	<b>Points 0 - 10</b>
Appendices	<b>Points 0 - 10</b>
<b>Proposed Team Qualifications and Resume: Section 2</b>	
Proposed team members have relevant expertise to provide Fire Protection Services, Environmental, & Permitting tasks listed in County Scope of Work.	<b>Points 0 - 10</b>
Staff has appropriate licenses, registrations, and certifications to provide Fire Protection Services.	<b>Points 0 - 10</b>

Some or all team members (firm) have previously worked together on similar projects	<b>Points 0 - 10</b>
<b>Subtotal Possible Points – 50</b>	
<b>Project Experience: Section 3 &amp; 4</b>	
<b>Example of “On-Call” Services 1</b> description indicates: (1) Previous work experience with regular testing, inspections, installations, repairs and maintenance of Fire Protection Systems explained in Appendix A. Please clearly indicate how it relates to this “On-Call” services; (2) Government agency work experience Or Statement to Service Entire County (3) Record of accomplishing “On-call” services on schedule and on budget.	<b>Points 0 - 30</b>
<b>Consultation with Regulatory Agencies (Environment, Health &amp; Safety): Section 5</b>	
Explain your understanding of work experienced dealing with CAL-OSHA, EPA or any regulatory agency dealing with environment, health and safety. List qualifications and experience of persons and facilities to be used in providing these services. Describe Workers’ Compensation Insurance practices and provide access to safety records upon request.	<b>Points 0 - 10</b>
List of recent clients references	<b>Points 0 - 5</b>
Local Preference	<b>Points 0 - 5</b>
<b>Total Possible Points - 100</b>	

- 10.3** Qualification packages award(s) will not be based on cost alone.
- 10.4** To the extent equipment is to be provided under this proposal package, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR’S equipment prior to award of the AGREEMENT.
- 10.5** The award(s) resulting from this RFP shall be made to the CONTRACTOR (s) that submit a response that, in the sole opinion of the County, best serves the overall interest of the County.

**11.0 PRICING**

- 11.1** CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2** CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.



- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
- 11.3.1 County will provide a defined scope.
- 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 11.5.1 County Department receiving services,  
11.5.2 Purchase order number under which the invoice is to be charged,  
11.5.3 Services provided,  
11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

## **12.0 PREFERENCE FOR LOCAL CONTRACTORS**

- 12.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid; the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.
- 12.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded to the lowest responsible bidder pursuant to requests for proposals, the awarding authority may consider, as one of the factors in determining the most suitable proposal, whether or not a local supplier submits the proposal.
- 12.4 Definitions: For the purpose of this Section, the following terms have the meanings indicated:

- 12.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
- 12.4.2 "Bid" includes any competitive bid, whether formal or informal.
- 12.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
- 12.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

- 12.5 Link to the County's Local Preference Policy:  
<http://www.co.monterey.ca.us/cao/pdfs/LocalPreferencePolicy.pdf>

## 13.0 CONTRACT AWARDS

- 13.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.
- 13.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 13.3 Interview: County reserves the right to interview selected CONTRACTOR before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 13.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 13.5 Notification: All CONTRACTORS who have submitted a Proposal package shall be notified of the final decision as soon as it has been determined.
- 13.6 In County's Best Interest: The award(s) resulting from this solicitation shall be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

## 14.0 PREVAILING WAGE

- 14.1 Under Labor Code sections 1720 et seq., a contract for plumbing may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:  
<http://www.dir.ca.gov/public-works/prevailing-wage.html>

## 15.0 SEQUENTIAL CONTRACT NEGOTIATION

- 15.1 County shall pursue contract negotiations with the CONTRACTOR who submit(s) the best proposal packages or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a proposal package which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

## 16.0 AGREEMENT TO TERMS AND CONDITIONS

- 16.1 CONTRACTOR selected through the solicitation process shall be expected to execute a formal Agreement with County for the provision of the requested service. The Agreement shall be written by County in a standard format approved by the Office of the County Counsel, similar to the **SAMPLE AGREEMENT SECTION** herein. Submission of a signed proposal package and the **SIGNATURE PAGE** shall be interpreted to mean **CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.**

## 17.0 COLLUSION

- 17.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## 18.0 RIGHTS TO PERTINENT MATERIALS

- 18.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal shall become the property of

the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The County shall not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information shall be held confidential.

## 19.0 EMERGENCY SITUATIONS

- 19.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, seven (7) days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.
- 19.2 County expects emergency deliveries to occur within four (4) hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

## 20.0 HAZARDOUS MATERIALS

- 20.1 HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to delivery and acceptance by County.

## 21.0 CLEANUP

- 21.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

- 21.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

## 22.0 PROTECTION OF PUBLIC

- 22.1 CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, and/or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this RFP along with subsequent AGREEMENT.

## 23.0 PIGGYBACK CLAUSE

- 23.1 CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: \_\_\_\_ Yes \_\_\_\_ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

## SAMPLE AGREEMENT SECTION

**The COUNTY OF MONTEREY STANDARD AGREEMENT FOR \$100,000 OR LESS with all terms and conditions is incorporated by this reference and may be viewed at:**

[http://www.co.monterey.ca.us/cao/pdfs/AGMTnte\\$100k.pdf](http://www.co.monterey.ca.us/cao/pdfs/AGMTnte$100k.pdf)



**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**



## PRICING SHEET - ATTACHMENT A

Proposal packages may utilize various types of flat and rate fees. CONTRACTOR to provide specific pricing within this section. In addition to CONTRACTOR's pricing sheet, complete the fee schedule below as applicable. Attachment may be multiple pages if needed.

--End of Attachment A--



**PREVIOUS EXPERIENCE AND REFERENCES - ATTACHMENT B**

Provide a list of at least three (3) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Dates Served: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Dates Served: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Dates Served: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Dates Served: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Dates Served: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

(CONTRACTOR to Provide Examples of Previous Work within this Section)

--End of Attachment B--



**SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP # **10618**  
ISSUE DATE: March 8, 2017



RFP TITLE: COUNTYWIDE SERVICE AGREEMENT TO PROVIDE ANNUAL TESTING AND MAINTENANCE AND ON-CALL FIRE PROTECTION SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY  
3:00 P.M., LOCAL TIME, ON FRIDAY APRIL 6, 2018

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING OFFICE  
1488 SCHILLING PLACE  
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE SUBMITTED IN WRITING AND DIRECTED TO: [AyalaJ@co.monterey.ca.us](mailto:AyalaJ@co.monterey.ca.us)

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (one [1] original plus three [3] copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.  
**Proposals submitted without this page will be deemed nonresponsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_

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