

Fire Protection System Maintenance Services
Tynes Bay Waste to Energy Facility
Additional Service Information

Service Information

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Service Information (Specifications)

Part 1 DESCRIPTION OF SERVICE

1.1 General Requirements

- .1 The *Contractor* shall furnish all labour, management, supervision, tools, materials, equipment, and transportation necessary to provide maintenance and repair services for the fire protection systems, exit signs and emergency lighting systems in accordance with contract requirements.
- .2 The Service includes the performance of emergency and service call work to make repairs to return systems to proper operation and routine service inspection, testing, and maintenance tasks to ensure system reliability.

1.2 Scope of Work

- .1 The *Contractor* shall maintain, test, inspect, and repair fire protection systems and integral components between the alarm, discharge system, and/or sensors and the source of supplying utility, power generator, and/or gaseous/chemical storage. This includes all system components such as control panels, pumps, valves, controls, meters, pipes, cylinders, circuits, etc. The *Contractor* shall also maintain, test, inspect, and repair exit and emergency lighting systems. Annex 'A' describes the service expectations for the following systems and equipment to be serviced:
 - .1 Fire detection and alarm systems
 - .2 Wet pipe automatic sprinkler systems
 - .3 Pre-action sprinkler systems
 - .4 Deluge sprinkler systems for the exterior transformers
 - .5 Clean agent suppression system for the control room
 - .6 Water cannons at the refuse bunker
 - .7 Hose cabinets, hoses, valves, reels and water monitors
 - .8 Water supply storage tanks located at lower level, beneath Tipping Hall
 - .9 Fire pumps located in the fire pump room, adjacent to the Tipping Hall
 - .10 Sea Water Pumping Station located adjacent to the North Shore Road entrance
 - .11 Fire hydrants and monitors
 - .12 Standpipe systems and hose valves
 - .13 Siamese connection
 - .14 Smoke evacuation system
 - .15 Exit signs and emergency lighting
 - .16 Compressors

1.3 Contract Term

- .1 The initial term of the contract will be for a period of three (3) years with option to extend one additional two (2) year term.

- .2 The Service shall be conducted under the NEC3 Term Service Conditions of Contract (June 2005) (with amendments dated June 2006).

1.4 Codes and Standards

- .1 Services shall be provided and comply with the following standards:
- .1 2018 International Fire Code (IFC)
 - .2 Bermuda Commercial Building Code, Latest Edition
 - .3 NFPA 13 “*Standard for the Installation of Sprinkler Systems*” (2019 Edition).
 - .4 NFPA 14 “*Standard of the Installation of Standpipe and Hose Systems*” (2019 Edition).
 - .5 NFPA 20 “*Standard for the Installation of Stationary Fire Pumps*” (2019 Edition).
 - .6 NFPA 25 “*Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*” (2020 Edition).
 - .7 NFPA 70, “*National Electrical Code*”, (2011 Edition).
 - .8 NFPA 72 “*National Fire Alarm Code*” (2019 Edition).
 - .9 NFPA 101 “*Life Safety Systems*” (2018 Edition).
 - .10 NFPA 110 “*Standard for Emergency and Standby Power Systems*” (2019 Edition).
 - .11 NFPA 1142 “*Standard on Water Supplies for Suburban and Rural Fire Fighting*” (2007 Edition).
 - .12 NFPA 1962 “*Standard for the Inspection, Care, and Use of Fire Hose, Couplings, and Nozzles and the Service Testing of Fire Hose*” (2008 Edition).
 - .13 NFPA 2001 “*Standard on Clean Agent Fire Extinguishing Systems*” (2018 Edition).

Part 2 DEFINITIONS

Consumable Materials:

The minor materials and supplies that are incidental to a job, and for which the total direct cost of any one material line item shown on the material estimate is \$50 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, gases, refrigerants, refrigeration fittings, plumbers tape and compound, clips, welding rods, heat sinks, touch up paint, and plumbing fittings. *Note these materials shall be included in the Bid Price per annum.*

Contractor:

Refers to both the prime *Contractor* and any subcontractors. The prime *Contractor* shall ensure subcontractors comply with the provisions of this contract.

Direct Material Costs:

The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment. When questions arise concerning the cost of materials, material costs shall be based on the lowest of quotes provided by the *Contractor* from at least three different commercial vendors for the direct material cost. The *Ministry* retains the right to obtain additional quotes. In questionable situations, the lowest price will

be used. *Note these materials shall be included in the Bid Price per annum.*

Facility:

See Section 3.1.

Frequency of Service:

- .1 **Annual (A).** Services performed once during each 12-month period of the contract at intervals of 335 to 395 calendar days.
- .2 **Semiannual (SA).** Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.
- .3 **Monthly (M).** Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.

Maintenance/Repair:

The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.

Ministry:

The Government of Bermuda, Ministry of Public Works. Referred to as the “Employer” in Contract Data Part 1, NEC3 Term Contract.

Regular Working Hours:

The Government’s regular (normal) working hours are from 8:00am to 5:00pm, Monday through Friday, except Statutory Holidays and other days specifically designated by the *Service Manager*.

Response Time:

The time allowed the *Contractor* after initial notification of a work requirement to be physically on the premises at the work site with appropriate tools, equipment, and materials, ready to perform the work required.

Service Manager:

The Government representative with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Service Manager acting within the limits of their authority as delegated by the Service Manager. Refer to Contract Data Part 1, NEC3 Term Contract.

Statutory Holidays:

New Year’s Day; Good Friday, Bermuda Day, National Heroes Day, Emancipation Day, Somers Day, Labour Day, Remembrance Day, Christmas Day, Boxing Day.

Part 3 PERSONNEL

3.1 Qualifications

- .1 Personnel shall be specifically trained and qualified to work on fire protection systems and equipment and shall perform all work according to manufacturer’s instructions. Evidence of all required licenses, as well as documentation of the qualified personnel, shall be provided to the *Service Manager* prior to award of the contract. Licenses shall be kept up to date for the duration of the Contract.

- .1 Fire Alarm and Detection Systems Technicians:

- .1 Certified to install, test, and verify Honeywell XLS type Fire Alarm Detection and Alarm Systems. CFAT Certification or equivalent.
- .2 Wet Sprinkler System Technicians:
 - .1 Certified to install, test, and verify wet sprinkler systems. NICET III Certification or equivalent.
- .3 Electrical Tradespersons:
 - .1 “Nationally Certified Electrician” according to the standards of the National Training Board according to Section 8 of the National Occupation Certification Act of 2004.
- .4 Plumbing Tradespersons:
 - .1 “Nationally Certified Plumber” according to the standards of the National Training Board according to Section 8 of the National Occupation Certification Act of 2004.
- .2 The *Contractor* shall designate a competent, efficient Superintendent of the work. The Superintendent shall have complete authority to represent and act for the *Contractor*. The Superintendent shall have minimum 10 years’ experience in fire protection system maintenance and installation services.
- .3 Administrative support staff with minimum 5 years’ experience in fire protection system maintenance and installation services administration.
- .4 Business management personnel and certified accountant.
- .5 The submitted Proposal shall identify by name the certified personnel who will be available and be assigned to provide fire protection system maintenance services to the *Ministry*.

Part 4 PROPERTY AND FACILITIES

4.1 Affected Property

- .1 The Affected Property is the Tynes Bay Waste to Energy Facility (hereinafter called the “*Facility*”), 31 Palmetto Road, Devonshire Parish, and includes the following buildings:
 - .1 The Tipping Hall – Single storey
 - .2 Bailing Hall (Stores) – Single storey
 - .3 Boiler House – Single storey (multiple equipment levels)
 - .4 Administration Area – Two storeys in height with a Basement Level
 - .5 Ash Plant (Annex Area) – Two storeys high
 - .6 Sea Water Plant Building – Single storey
 - .7 Turbine Hall – Two Storeys high
- .2 The Main Building of the *Facility* has a building area (footprint) of 45,200 sqft.
- .3 The *Facility* is classified as a Group F1 Industrial occupancy (2011 International Building Code).
- .4 The *Facility* is of non-combustible construction.

4.2 Use of Affected Property

- .1 The *Facility* is open to the Public:
 - Weekdays: 7:30AM to 6:00PM
 - Saturdays: 7:30AM to 2:00PM
 - Sundays: Closed
 - Public Holidays: Closed
- .2 The Tipping Hall is open to the Public:
 - Weekdays: 7:30AM to 4:00PM
 - The *Contractor* must make special arrangements for working in this area and shall allow for performing maintenance and repairs in this area after hours to avoid conflict with vehicles and the public.
- .3 Parking: *Contractor's* vehicles may park in designated service vehicle areas only.
- .4 Access Passes: *Contractors* will be provided access cards as required to access the *Facility*.
- .5 Regular Working Hours: 8:00am to 5:00pm Monday to Friday, except statutory holidays.
- .6 The *Facility* is operational 24 hours a day.

4.3 Ministry-Furnished Facility

- .1 The *Ministry* will not provide office space, storage, or operational facilities to the *Contractor*. The *Contractor* shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.
- .2 The *Contractor* may use Washrooms and Change rooms located in the *Facility*.

4.4 Contractor's Facilities

- .1 The *Contractor* shall maintain administrative facilities capable of
 - .1 Receiving service calls and emails;
 - .2 Preparing reports and invoicing as specified;
 - .3 Dispatching crews and logging work performed.
- .2 The *Contractor* shall maintain service and repair facilities for the purpose of
 - .1 Storing service and delivery vehicles;
 - .2 Storing equipment and materials;
 - .3 Storing waste and surplus materials.

4.5 Damages to Affected Property

- .1 The *Contractor* shall make good any damages made to the Affected Property during the Service Period as a result of actions by the *Contractor*. The damages shall be repaired to match existing or as approved by the *Ministry*.
- .2 Damages to the Affected Property shall be reported to the *Service Manager*.

4.6 Protection of Property (Contractor's Responsibility)

- .1 Confine operations at site to areas permitted by contract documents.

- .2 Do not encumber site with excessive material or equipment.
- .3 Do not impose any load on any structure that will damage or endanger structure.
- .4 *Contractor* is solely responsible for conditions of the work area, including safety of all persons and property during performance of work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable laws, regulations, ordinances, standards, and codes. Where any of these are in conflict the more stringent requirement shall be followed. The Affected Property and personnel shall be safely guarded from injury or loss in connection with this contract by the *Contractor* at all times. Should any facility, structure, or property be damaged during operations of the *Contractor*, he/she shall immediately notify the *Service Manager*.
- .5 The *Contractor* at his/her expense, shall rebuild, repair, restore, and make good to the *Ministry's* satisfaction all damages resulting from his/her operations.

Part 5 EQUIPMENT AND MATERIALS

5.1 Ministry-Furnished Equipment and Materials

- .1 The *Ministry* will not provide tools, equipment, or materials to the *Contractor*. The *Contractor* shall furnish all tools and equipment required for the performance of this contract.

5.2 Contractor-Furnished Items

- .1 The *Contractor* shall provide all tools, equipment, and materials to perform the requirements of this contract. All replacement units, parts, components and materials shall be new or factory reconditioned; shall be compatible with the existing equipment on which it is to be used; shall be of equal or better quality than the original equipment specifications; shall comply with applicable Government, commercial, or industrial standards such as National Board of Underwriters or Underwriters' Laboratories, Inc., National Board of Fire Underwriters, National Electrical Manufacturer's Association, etc.; shall conform to the technical specifications; and shall be used in accordance with original design and manufacturer's intent. If the original manufacturer has updated the quality of parts for current production, parts supplied under this contract shall equal or exceed the updated quality. If a dispute should arise concerning *Contractor* furnished items for completed work, the *Contractor* shall, when directed by the *Service Manager*, remove, replace, or rework said items to comply with contract requirements.
- .2 All materials, parts, and equipment furnished by the *Contractor* in the work shall be new, industrial grade, suitable for corrosive, outdoor or dusty environments (where applicable) and free from defects. Quality of work shall be in accordance with the *Ministry's* standards. Material and work quality shall be subject to the *Ministry's* approval.

5.3 Materials

- .1 The *Contractor* is responsible for procuring and storing the spare materials to be used for repairs and maintenance.
- .2 The *Ministry* shall review and approve *Contractor* supplied shop drawings prior to ordering materials.
- .3 The *Ministry* reserves the right to modify the specifications for the replacement components.
- .4 The *Contractor* shall be responsible for all *Consumable Materials* required to maintain/repair the fire protection systems and exit and emergency lighting systems. These *Consumable Materials* shall be included in the annual cost of maintenance/repairs.

5.4 Spare Equipment

- .1 The *Contractor* shall maintain adequate storage and shop facilities and sufficient stock of spare parts and equipment to effectively maintain the *Fire Protection System*. The *Contractor* shall own and maintain the spare parts until installed.

5.5 Salvaged Equipment

- .1 The *Contractor* shall store any salvaged or salvageable equipment or material at the *Contractor's* storage yard at no additional cost to the *Ministry*. Any material or equipment declared non-salvageable shall be disposed of properly by the *Contractor* at *Contractor's* cost.

5.6 Equipment

- .1 The *Contractor* shall provide vehicle(s) to be used by the *Contractor's* Technicians. Vehicles shall be identified with the company's name and phone number.
- .2 All of the *Contractor's* employees working within the *Facility* shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with the *Contractor's* shop or with *Ministry* staff. At a minimum, this shall be a cellular phone capable of numeric and text messages with audible and vibration alert.
- .3 All of the required equipment shall be properly maintained and functional twenty-four (24) hours a day, seven (7) days a week, including holidays.
- .4 The *Contractor* must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work.
- .5 Vehicles and equipment used to perform the services shall be maintained at all times in good and safe mechanical condition, and kept relatively clean.
- .6 All excess materials and equipment in the *Contractor's* inventory shall be the property and responsibility of the *Contractor* until such materials or equipment is used or installed in the *Ministry*.

Part 6 MAINTENANCE, REPAIRS, AND INSPECTIONS

6.1 Management

- .1 The *Contractor* shall manage the total work effort associated with the services required herein to ensure fully adequate and timely completion of these services, and permit tracking of work in progress. Such management includes, but is not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The *Contractor* shall provide staff with the necessary management expertise to assure the performance of the required work.

6.2 Work Control

- .1 The *Contractor* shall plan and schedule work to assure material, labour, and equipment are available to complete work requirements with regard to the established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by the *Service Manager*.

6.3 Allowable Work Hours

- .1 All routine work shall be performed during regular working hours as defined in Section 4.2 unless specified otherwise. If the *Contractor* desires to carry on work on holidays or outside regular working hours, he/she shall obtain approval of the *Service Manager*.

6.4 Work Schedule

- .1 The *Contractor* shall arrange work so as not to cause interference with normal occurrence of Government business. In those cases where an interference is unavoidable, the *Contractor* shall make every effort to minimize the impact of the interference and its effects. All work schedules required shall be submitted to and approved by the *Service Manager*. In no event shall the *Contractor* change approved work schedules without the prior consent of the *Service Manager*.
- .2 When non-essential services have been scheduled on the date a holiday occurs, such services shall be performed on the following working day.

6.5 Hours of Operation

- .1 The *Contractor* shall provide qualified on-call personnel, available and readily contactable twenty-four (24) hours per day, seven (7) days a week, three hundred sixty five (365) days a year, to act on behalf of the *Contractor* to handle both routine and after hours emergency and urgent tasks. The *Contractor* shall provide the *Ministry* with a local telephone number which may be contacted at any time including non-business hours, weekends, and statutory holidays to handle emergency calls. The 24/7/365 call center shall have been in place for a minimum of five (5) years demonstrating an ability to communicate effectively with residents and the *Ministry's* staff in both standard and emergency situations.
- .2 The *Contractor* shall also maintain and provide direct telephone numbers, cellular phone numbers, fax numbers, and email addresses of various pertinent staff/ employees with which the *Ministry* can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, testing of equipment, and various other issues. This list shall distributed monthly, or at the request of the *Service Manager*.

6.6 Plant Management and Operators

- .1 Within ten (10) calendar days following award of this contract, the *Service Manager* will provide the *Contractor* with a list of Plant Management Personnel and Operators, their titles and contact numbers.
- .2 The *Contractor* shall notify the *Service Manager* and Emergency Response Leader (Process Control Supervisor) at least two working days in advance of any work to be performed in a building under their control that will tend to disrupt the conduct of normal *Facility* operations. Notification shall include the type of work to be done and the estimated completion date. The *Contractor* shall reschedule any work the *Service Manager* deems necessary to avoid unacceptable disruptions in the *Facility* operations.

6.7 Standards

- .1 All workmanship shall meet the standards specified herein and shall be accomplished in conformance with approved and accepted standards of the industry; equipment manufacturers; all applicable activity, local standards; and all applicable building and safety codes, including the National Fire Protection Association, National Electric Code, Standard Plumbing Code, etc.
 - .1 When the *Contractor* completes work on a system or piece of equipment, that system or piece of equipment shall be free of missing components or defects that would prevent it from functioning as originally intended and/or designed. Corrective or repair/replacement work shall be carried to completion including operational checks and clean-up of the job site. Except where otherwise noted, replacements shall match existing in dimensions, finish, colour, and design.
 - .2 During and at completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. All such

debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day work is in progress.

6.8 Major Repair

- .1 **All repairs are included within the scope of this contract.** Major repair is defined as any individual unit or incident of repair that requires 32 estimated labour hours or more to complete. *Major repairs shall be included in the Bid Price per annum.*

6.9 Replacement, Modernization, Renovation

- .1 During the term of the contract, the *Ministry* may replace, renovate, or improve systems and equipment by means not associated with this contract. All replaced, improved, updated, modernized, or renovated systems and equipment shall be maintained and/or repaired by the *Contractor* at no additional cost to the *Ministry* unless there is a resulting increase or decrease in contract requirements.

6.10 Equipment Under Manufacturer's or Installer's Warranty

- .1 Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the *Service Manager*. All defects in material or workmanship, defective parts, or improper installation and adjustments found by the *Contractor* shall be reported to the *Service Manager* so that necessary action may be taken. The *Contractor* shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties. The *Service Manager* will furnish available warranty information to the *Contractor*.

6.11 Cooperation with Other Work Forces

- .1 Other *Contractors*, other utilities and public agencies or their *Contractors*, other *Ministry's Contractors*, and *Ministry's* personnel may be working in the vicinity at the same time as the *Contractor*.
- .2 There may be some interference between these activities and the work to be performed by the *Contractor*. The *Contractor* shall cooperate and coordinate this work with that of other work forces to assure timely contract completion.
- .3 Any costs for providing coordination with other work forces shall be considered as included in the bid price for the various contract items of work, and no separate payment will be made therefore.

Part 7 GENERAL REQUIREMENTS AND PROCEDURES FOR SERVICE CALL WORK

7.1 Service Calls

- .1 Service calls are defined as maintenance and repair work requirements which are identified by building occupants or generated by designated *Ministry* representatives, and require not more than four (4) estimated total labour hours for accomplishment. The *Contractor* shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause(s), and restore the system or equipment to satisfactory working condition.
- .2 Multiple maintenance and repair requirements received for the *Facility* will be combined into one service call. For example, "leaking sprinkler" and "leaking check valve" in the *Facility* would be one service call.
- .3 All service call work is included in the firm fixed-price portion of the contract. When questions arise concerning the labour hours required for a particular job, labour hour requirements will be based on National *Contractors' Associations' estimating guidebooks*

such as National Electrical *Contractor* Association (NECA) or other approved estimating sources.

.4 **Service Call Reception**

.1 **During Regular Working Hours**

.1 The *Service Manager* or his/her representative will advise the *Contractor* by phone or email of all service call requests received during regular working hours, as well as the classification of each call based on the definitions provided below. A description of the problem or requested work, date and time received, system identification and location, classification, and other appropriate information will be recorded by the *Contractor* on a Service Call Work Request Form (see sample form in Annex 'B').

.2 **After Regular Working Hours**

.1 The *Contractor* shall receive all service call requests directly from authorized *Ministry* representatives after regular working hours, on weekends, and holidays. Calls shall be received and classified by the *Contractor* as emergency, urgent, or routine in accordance with definitions below, and responded to accordingly. The *Contractor* shall fill out a Service Call Work Request Form as described above.

.2 The *Service Manager* may upgrade or downgrade the classification of any service call received by the *Contractor* after hours.

.5 **Service Call Classification**

.1 **Emergency Calls**

.1 Service calls will be classified as emergency at the discretion of the *Service Manager*. Generally, emergency calls will consist of correcting failures that constitute an immediate danger to personnel, threaten to damage property, or threaten to disrupt *Facility* operations. Examples include outages in fire protection systems that support training equipment or provide other vital services, alarm system sounding (false alarm), discharging sprinkler system, etc.

.2 **Urgent Calls**

.1 Service calls will be classified as urgent at the discretion of the *Service Manager*. Generally, urgent calls will consist of providing services or correcting failures which do not immediately threaten personnel, property, or operations/missions, but which would soon inconvenience and/or affect the health or wellbeing of personnel, lead to property damage, or lead to disruptions in operations. Examples include outages in fire protection systems that support vital facilities and which occur after regular working hours, inoperative smoke detectors, etc.

.3 **Routine Calls**

.1 Service calls will be classified as routine when the work does not qualify as an emergency or urgent call. Examples include inspection and cleaning of strainers after each flow or system actuation and routine maintenance or repairs to fire alarm systems, fire pumps, water lines, etc.

.6 **Response to Service Calls**

The *Contractor* shall have procedures for receiving and responding to service calls twenty-four (24) hours per day, seven days a week, including weekends and holidays. A single local or toll-free telephone number shall be provided by the *Contractor* for receipt of all service calls. An individual fully familiar with the *Contractor's* work control procedures and the terms and conditions of this contract shall answer all telephone calls within 30 seconds. Service calls shall be considered received by the *Contractor* at the time and date the telephone call is placed by the *Service Manager* or other authorized *Ministry* representative.

.1 **Response by Classification**

.1 **Emergency Calls**

The *Contractor* shall respond immediately and must be on the job site and working within sixty (60) minutes after receipt of an emergency service call. The *Contractor* shall work without interruption and shall arrest the emergency condition before departing the job site (e.g., shut off water and replace broken sprinkler heads, replace broken alarm initiating devices, correct short circuit fault in alarm systems, etc.). If further labour and material (follow-up work) are required to complete the repair, the call will be reclassified by the *Service Manager* as either urgent or routine, as appropriate, and the corresponding completion time will then apply. Such follow-up work shall be considered part of the original service call.

Fire Watch

If the fire alarm and/or fire protection system is deemed inoperable and presents a life safety risk, the *Contractor* shall provide continuous fire watch services for all areas affected and shall notify the Bermuda Fire Service. This service shall be included in the maintenance contract (fixed flat fee rates).

.2 **Urgent Calls**

The *Contractor* shall have a maximum response time of one (1) hour from the time a service call is dispatched and must arrive at the Facility within four (4) hours after receipt of an urgent service call received between the hours of 8:00AM to 5:00PM. Calls received between 5:01PM and midnight shall be responded to by 9:00AM the next calendar day. Calls received between midnight and 8:59AM shall be responded to by 1:00PM the next calendar day. The *Contractor* shall assess and repair the problem immediately if possible or recommend a solution to have the problem repaired within twenty-four (24) hours.

.3 **Routine Calls**

All routine service calls shall be completed within seven (7) days of receipt. Routine calls shall normally be accomplished during regular working hours.

.7 **Completed Calls**

.1 Within one working day after completion of each service call, the *Contractor* shall add the following information to the Service Call Work Request Form and return to the *Service Manager*:

- .1 Description of work actually completed.
- .2 Brief description of material and parts used, including quantities.
- .3 Date and time work began.

- .4 Date and time work was completed.
- .5 Hours of labour (by trade) expended.
- .6 Signature or initials of the *Contractor's* technician performing the work (or supervisor), indicating the work has been completed.

7.2 Clean Up

- .1 During performance and completion of the work, the *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 *Service Manager*. The *Contractor* shall leave the entire area in a neat, clean, and acceptable condition as approved by the *Service Manager*.

7.3 Ad Hoc Work

- .1 The *Contractor* may be required to provide ad hoc maintenance and repair services for equipment not listed in this specification. Examples include, but not limited to, the *Ministry's* fire protection systems in adjacent buildings on or near the *Facility*. This work shall be performed at the discretion of the *Ministry* on a time and materials basis in accordance with the labour and unit costs provided in Price List 'B' or by a negotiated cost.

7.4 Upgrades

- .1 Upgrade work may include but is not limited to the following:
 - .1 Replacement of existing non-operative equipment with new equipment or system with different specifications from the existing equipment or system;
 - .2 Enhancing equipment as needed or warranted;
 - .3 Installation of new systems or equipment
- .2 No upgrade work shall be commenced or undertaken unless authorized in advance in writing by the *Ministry*. Said written authorization is a condition precedent to the *Contractor's* entitlement to reimbursement or remuneration for services.
- .3 The *Ministry* will retain the right to perform any additional work by use of *Ministry's* own forces or to hire alternate *Contractors*.

7.5 Inspection, Testing, and Maintenance (ITM) Work

- .1 The *Contractor* shall accomplish inspection, testing, and maintenance (ITM) on the fire protection systems listed in Annex 'C'. All necessary repairs identified during ITM work shall be completed, and all required services, parts, and materials provided as part of the ITM. Necessary repairs may be accomplished by filling out a Service Call Work Request form. ITM consists primarily of inspection, testing, lubricating, cleaning, calibration, and minor part and component replacement (e.g., batteries, fuses, lubricants, etc.) as required to verify proper system operation; minimize malfunction, breakdown, and deterioration of systems and equipment; and identify and/or perform any repairs required to bring the equipment up to the manufacturer's operating standards. Work accomplished shall be documented using the appropriate ITM Checklist and technical ITM tasks shall be performed according to manufacturer's instructions.

.2 Scheduling Requirements

- .1 Within fifteen (15) calendar days after award of the contract, the *Contractor* shall submit a detailed schedule for the accomplishment of all ITM work. The schedule must provide the location, system/equipment, work to be performed (e.g., monthly ITM), and the week of the month ITM will be performed. Once approved by the *Service Manager*, the *Contractor* shall strictly adhere to the schedule to facilitate the *Ministry's* inspection of the work. Proposed changes to the approved schedule must be submitted for the *Service Manager's* approval not later than Wednesday of the week prior to scheduled accomplishment.

.3 ITM Checklists

- .1 Completed ITM Checklists shall be filed in the facility history file as and a copy shall be forwarded to the *Service Manager* within five working days after accomplishing the ITM. Within 15 calendar days after award of the contract, the *Contractor* shall submit samples of detailed checklists to be used for recording of all ITM work.

Part 8 GENERAL ADMINISTRATIVE REQUIREMENTS

8.1 Identification of Contractor Employees

- .1 The *Contractor* shall provide to the *Service Manager* with the name or names of the responsible supervisory person or persons authorized to act for the *Contractor*.
- .2 The *Contractor* shall furnish sufficient personnel to perform all work specified within the contract.
- .3 *Contractor* employees shall conduct themselves in a proper, efficient, courteous and business-like manner.
- .4 All *Contractor/sub-Contractor* employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment.

8.2 Identification of Contractor Vehicles

- .1 The company name shall be displayed on each of the *Contractor's* vehicles in a manner and size that is clearly visible. All vehicles shall display a valid license plate and registration document, if applicable, and shall be maintained in good repair.

8.3 Licenses and Permits

- .1 The *Contractor* shall comply with all statutes, laws, codes, and regulations relating to, and obtain all permits and licenses required for to provide the Service.
- .2 The *Contractor* shall be registered with the Bermuda Registrar of Companies.

8.4 Submittals

- .1 The *Contractor* shall provide the following documentation to the *Ministry* prior to contract signing:
 - .1 Certificate of Incorporation
 - .2 Copies of Certification of Employees
 - .3 Work permits for Workforce
 - .4 Insurance Certificates

8.5 Insurance

- .1 Prior to contract signing, the *Contractor* shall furnish the *Service Manager* a *CERTIFICATE OF INSURANCE* as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below.
 - .1 Commercial General Liability Insurance: Five Million Dollars (\$5,000,000) combined single-limit per occurrence and/or aggregate combined limits of \$5,000,000.
 - .2 Automobile Liability: Two Million Dollars (\$2,000,000) combined single-limit per accident for bodily injury and property damage.
 - .3 Workers' Compensation: If the *Contractor* employs others in the performance of this agreement, in accordance with the Law of Bermuda and the *Ministry's* liability limits, not less than \$2,000,000 each person, \$2,000,000 each accident, and \$2,000,000 each disease.
 - .4 Professional Liability. Errors and omissions liability appropriate to *Contractor's* profession with limits of not less than Two Million Dollars (\$2,000,000) per claim.

Part 9 RECORD KEEPING

9.1 Records and Reports

- .1 The *Contractor* shall maintain management, inspection, testing, maintenance, and repair records and prepare management, maintenance, inspection, testing, and repair reports and these shall be turned over to the *Service Manager* within five calendar days after contract completion.
- .2 The *Contractor* shall establish a complete history file for each fire protection system listed in Annex 'A'. Files shall contain a listing of all equipment in each building and structure by nomenclature and manufacturer's model number, as well as all manufacturer's literature, brochures, and pamphlets; maintenance, operator's, and parts list manuals; warranty information; a copy of all completed Service Call Work Authorizations, Extra Work task orders, and ITM Checklists; and any other information relevant to work performed on fire protection systems.
- .3 All documents shall be filed within two working days of the completed transaction.
- .4 The *Ministry* will have access to these files upon request. The entire file shall be turned over to the *Ministry* upon completion of the contract.

9.2 Reporting

- .1 The *Contractor* shall develop and maintain a system for documenting the repairs, testing, and inspections of the maintenance service and extra work and prepare monthly reports to the *Ministry*. The *Ministry* may request additional information that the *Contractor* would normally be expected to compile as complete documentation of the service.
- .2 The report shall be submitted to the *Service Manager* each month (by the 15th of the following month) and shall be used as a basis for payment when invoice is received.
- .3 Reports shall be provided by online platform known as Building Report or approved alternative. The *Service Manager* is to be informed upon all updates to the site.

9.3 Monthly Maintenance Report

- .1 The following details are the minimum required by the *Ministry* and shall be contained in the monthly maintenance report.

- .1 Copies of all Service Call Work Request Forms;
 - .2 Copies of all Extra Work task orders;
 - .3 Checklist of all ITM Work performed;
 - .4 Quantity of Emergency Service Calls, Urgent Calls, and Routine Service calls received and dates and times of receipt, dates and times of response, descriptions, and duration to complete;
 - .5 Any recommendations for additional repairs or preventative maintenance.
- .2 A log shall be kept of all maintenance performed. The log shall be available for review by the *Ministry* at all times.

9.4 Inspection Reports

- .1 The *Contractor* shall provide ITM reports within 5 working days of completion.

9.5 Statutory Reporting and Records

- .1 The *Contractor* shall maintain all records and reports as required by law.

9.6 Record Drawings

- .1 The *Ministry* shall provide initial Record Drawings (in both pdf and CAD format) for the Affected Property upon commencement of the contract. The *Ministry* makes no representation as to the completeness or accuracy of these drawings. The *Contractor* shall report to the *Ministry* any discrepancies found.
- .2 The *Contractor* shall prepare ongoing Record drawings in AutoCAD format.
- .3 The *Contractor* shall keep digital Record drawings up to date when the system is modified. Updated drawings shall be available within thirty (30) calendar days of the modifications being completed. These drawings will be available to the *Ministry* at all times.
- .4 The *Contractor* shall provide up to date digital Record drawings upon contract termination (in both pdf and CAD format).

9.7 Transfer of Records

- .1 All data gathered and stored in an electronic (or non-electronic) format by the *Contractor* while under contract with the *Ministry* is the property of the *Ministry*. In the event that the *Ministry* no longer contracts with the *Contractor*, full data records will be given to the *Ministry* in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

9.8 Meetings

- .1 The assigned technician shall be available to meet with the *Ministry's* designated representative on a weekly basis or as needed at a mutually agreed upon time and place to review each week's maintenance activities and performance. The assigned supervisor shall be similarly available to meet with the *Ministry's* designated representative on a monthly basis.
- .2 No additional, or separate, compensation shall be paid for attending meetings, which shall be considered as included in the compensation paid for all the various services provided hereunder.

Part 10 SAFETY, HEALTH, AND ENVIRONMENT

10.1 Legislation

- .1 The *Contractor* shall comply with the Government of Bermuda “Occupational Safety and Health Act.”
- .2 The *Contractor* shall comply with the Government of Bermuda “Occupational Safety and Health Regulations.”

10.2 Health and Safety Program

- .1 The *Contractor* shall develop, maintain, implement and supervise for the duration of the contract, a comprehensive Health and Safety Programme that shall effectively incorporate and implement all safety precautions required by all applicable laws, ordinances, rules, regulations and orders of general operation practices for the safety of persons or property, including any general safety rules and regulations under the Occupational Health and Safety Legislation.

10.3 Safety Orientation

- .1 All *Contractor's* personnel shall participate in the Tynes Bay Safety Orientation program prior to working in the *Facility*. The program duration is approximately 30 minutes and there is no cost to the *Contractor*.

10.4 Personal Protective Equipment (PPE)

- .1 *Contractor's* personnel shall wear all appropriate personal safety equipment and garments when required by any law, statute or ordinance.
 - .1 Minimum PPE required at the *Facility* include: hard hats, safety glasses, and approved steel toed shoes.
 - .2 Dust masks shall be utilized in the Tipping Hall and other dusty environments.
 - .3 Hearing protection shall be utilized in noisy areas.
- .2 Payment for personal protective equipment shall be the responsibility of the *Contractor*. No additional compensation shall be allowed for personal protective equipment.

10.5 Notification of Accidents/Incidents

- .1 The *Contractor* shall, immediately on occurrence of any accident at or about the Affected Property, or in connection with the execution of the Works, report such accident to the *Service Manager*. The *Contractor* shall also report such accident to the appropriate Authority whenever such report is required by Law.
- .2 The *Facility* has notices posted to inform the workers of their conditions of work in conspicuous places at the work places concerned.

10.6 Environmental Policy and Management System

- .1 The *Contractor* shall have an Environmental Policy which is a statement of its commitment to the environment and serves as the driver for implementing and improving its environmental management system. The environmental policy includes commitment to comply with applicable legal and other requirements, continual improvement and prevention of pollution.

10.7 Disposal of Surplus Materials

- .1 The *Contractor* shall implement an environmental standard operating procedure that documents the tasks and responsibilities associated with managing waste, recyclable and salvageable materials collected during the execution this contract. This procedure is designed to ensure that the potential for adverse environmental impacts associated with the management of these materials is minimized. Submit a written copy of these procedures with the Proposal.

10.8 Public Safety

- .1 During performance of the work, the *Contractor* shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards (at *Contractor's* expense) as shall be appropriate under the circumstances in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety.

10.9 Ministry's Responsibility

- .1 The *Ministry's* review of the *Contractor's* performance is not intended to include review of the adequacy of the *Contractor's* safety measures in, on, or near the Affected Property.
- .2 The *Ministry's representative* may suspend operations if he/she determines that an imminent safety hazard exists.

Part 11 PAYMENT

- .1 All payment will be made within sixty (60) days after an invoice has been approved for payment by the *Ministry's* designated representative. Copies of all invoices for supplies, materials, and installed equipment should be included with the sent invoice. For cost accounting purposes, the invoice should be emailed to the *Ministry*. All payments shall be made in accordance with the Price Lists.
- .2 Compensation for Extra Work shall be done at established unit rates or "Straight Time" rate unless overtime is authorized by the *Ministry* or provided in an emergency situation. During an emergency situation, only such work shall be done as to alleviate the emergency situation. All non-emergency work shall be done during normal business hours (8:00AM and 5:00PM, Monday through Friday). A separate itemized invoice, indicating the actual labour (hours per employment classification), material, equipment units used, and applicable rates, shall be prepared for work hereunder. Where the work involved an item included in the unit price schedule the unit price shall prevail.
- .3 The *Contractor* shall provide quotations for Extra Work, Upgrades, or Ad Hoc work for approval by the *Ministry* prior to commencement of the work. This work shall be quoted at "Straight Time" rate unless overtime is authorized by the *Ministry*. A separate itemized invoice, indicating the actual labour (hours per employment classification), material, equipment units used, and applicable rates, shall be prepared for work hereunder. Where the work involved an item included in the unit price schedule the unit price shall prevail.

Part 12 CONTRACT PERIOD, RENEWAL, AND PRICE ADJUSTMENTS

12.1 Contract Period

- .1 The initial term of the Contract will be for a period of three (3) years. Pricing must remain firm for the initial three (3) year term. Upon contract expiration, or upon notification of contract termination, the *Ministry* may repeat the Request for Proposal (RFP) process

12.2 Renewal

- .1 This contract may be extended by the *Ministry* for two (2) consecutive years after the initial contract period at the discretion and approval of the *Ministry*, based on satisfactory performance, the *Ministry's* requirements, and price negotiations not to exceed the price indices rates determined by the Government of Bermuda Department of Statistics.

12.3 Price Adjustments

- .1 The *Contractor* shall submit to the *Ministry* a revised firm fixed price schedule and unit price list and supporting Construction Cost Index information for any requested changes 60 days prior to contract expiration and shall be agreed by both the *Ministry* and *Contractor* for such changes to take effect.
- .2 The *Ministry* in its discretion may base review of increases in the contract price on relevant fluctuations in the price indices rate of the Government of Bermuda Department of Statistics.

Annex A: Service Level Table

| Service | Low Service Level | Damages |
|--|--|--|
| <p>Maintenance, repair, testing and inspection of the Tynes Bay Fire Protection System and Exit/Emergency Lighting Systems to meet the demand level required by the <i>Employer</i> as set out herein.</p> | <p>Low service levels shall be deemed such if the following is identified by the <i>Service Manager</i>:</p> <ol style="list-style-type: none"> 1. Response to Emergency Call not within 60 mins. 2. Response to Urgent Call not within 4 hours (requested during regular working hours). 3. Response to Urgent Call not within specified times (requested after hours, weekends or statutory holidays). 4. Monthly reports not submitted on time. 5. As built drawings not prepared within 30 days of completion of modifications. 6. Call centre not answering calls within 30 seconds, over 5 times per month. 7. Scheduled routine work doesn't meet deadlines. 8. <i>Contractor</i> not following proper procedures. 9. <i>Contractor</i> not using approved checklists for ITM work. 10. Completion of extra work after expected deadlines. 11. <i>Contractor</i> clean up not satisfactory. 12. <i>Contractor</i> quality of work not satisfactory. | <p>Damages shall be awarded to the <i>Employer</i> by the <i>Contractor</i> if any criterion outlined in the Low Service Level of the Contract Data (Part 2) has not been satisfied. The extent of damages awarded shall vary by the following:</p> <ol style="list-style-type: none"> 1. Items 1-10, first offence of individual item \$500, second offence \$1000, greater than that \$1500. Also, additional damages shall be charged if caused by <i>Contractor's</i> delayed response to attending the site. 2. Item 11, if the <i>Ministry's</i> personnel perform clean up, damages will be charged at \$200 per hour taken to clean up. 3. Item 12, first offence of individual item of work \$500, second offence \$1000, greater than that \$1500. The <i>Contractor</i> shall replace the work to the satisfaction of the <i>Service Manager</i>. If this is not accomplished, the <i>Ministry</i> has the right to hire an alternate firm to perform the work and to charge the <i>Contractor</i> for all repairs associated. |

Annex B: Sample Service Call Request Form

| SERVICE CALL WORK REQUEST FORM | |
|---|------------------------------------|
| (TO BE COMPLETED BY THE CONTRACTOR) | |
| DATE/TIME RECEIVED | CALL CLASSIFICATION: |
| CALLER'S NAME | EMERGENCY <input type="checkbox"/> |
| CALLER'S PHONE NO | URGENT <input type="checkbox"/> |
| SYSTEM IDENTIFICATION | ROUTINE <input type="checkbox"/> |
| SYSTEM LOCATION | |
| DESCRIPTION OF PROBLEM | |
| <hr/> | |
| DESCRIPTION OF WORK COMPLETED | |
| <hr/> | |

SERVICE CALL WORK REQUEST FORM (PAGE 2)

MATERIALS AND PARTS USED

DATE/TIME WORK BEGAN _____ DATE/TIME WORK COMPLETE _____

LABOUR HOURS (BY TRADE) EXPENDED

TRADESPERSON'S/SUPERVISORS SIGNATURE AND DATE
