To: All Proposers

The Forsyth County School System’s Purchasing Department would like you to supply us with a Proposal for Fire Inspection Services. Pricing shall remain firm for one year after award. The Forsyth County School System is tax exempt.

The RFP Closing is: # P20-09 April 14, 2020 3:00 PM

(RFP #) (DATE) (TIME)

Responses to this Request for Proposal must be in a sealed envelope and must be marked with your company name, and RFP number. Please allow ample time for delivery. Proposals received late will not be considered. For mailing purposes, please address to:

FORSYTH COUNTY SCHOOL SYSTEM
Brad Richardson, Director of Procurement Services
RFP # P20-09
441 CANTON HWY
CUMMING, GA 30040

RFP will close on the date and time specified; only a listing of participating vendors will be available at that time.

Respectfully,

Brad Richardson
Director of Procurement Services
1.0 PREPARATION OF PROPOSALS

1.1 Proposals must be on Forms furnished with this Request for Proposal. They must be submitted in a sealed envelope marked with your company name and “P20-09, Fire Services” clearly marked on the outside of the envelope.

1.2 Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal may be rejected by FCS. Each vendor is required to furnish all information requested in the Request for Proposal.

1.3 Each vendor is responsible for having knowledge and understanding of any applicable State of Georgia Code and FCSS regulations or policies pertaining to FCS procurement.

1.4 FCS Purchasing Regulations are hereby acknowledged, understood, and agreed to by the both parties and are hereby fully incorporated into the RFP and Proposal Contract.

1.5 Conditional RFP’s- Proposals that in any way qualify or vary the terms and conditions and specifications of this RFP may be considered non-responsive and disqualified from consideration of award.

2.0 COMMUNICATIONS WITH FCSS STAFF

2.1 All communications concerning this RFP must be submitted in writing to the FCS Purchasing Department. Email to ttryan@forsyth.k12.ga.us is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Purchasing Department will be binding upon FCS. User departments may be called upon for clarification in their area of expertise at the discretion of the Purchasing Department. Questions must be received by 5:00 P.M. April 6, 2020. All Q&A will be posted on website for all vendors to see.

2.2 From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with school system employees and/or contracted agents related to this RFP for any reason except as authorized by the Purchasing Department. Violation of this provision may result in rejection of the vendor’s response.

2.3 It is the vendor’s responsibility to check the FCS Current Solicitations website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

3.0 SUBMISSION OF PROPOSALS

3.1 The Original and Three Copies of the RFP must be received at the Forsyth County School System, Attention: Purchasing Department, 441 Canton Hwy, Cumming, Georgia 30040 no later than the date and time (determined by the date/time stamp of the FCS) set forth in the Request for Proposal.

3.2 Responses are due by mail or hand delivery no later than the date and time (determined by the date/time stamp of the FCS Purchasing Department) set forth in this Request for Proposal.
FORSYTH COUNTY SCHOOL SYSTEM
Purchasing Department

3.3 Any proposal received after the designated time will be deemed late and will not be considered by the FCSS. Telephone or fax quotations in lieu of RFP Form will not be accepted. FCS cannot be responsible for lateness of receipt due to delivery delays.

3.4 Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.

4.0 SPECIFICATIONS
4.1 Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. FCS shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Request for Proposal. If FCS determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.

4.2 A vendor’s failure to deliver any items/services according to specifications set forth in their RFP may result in cancellation of the purchase and permanent removal from the vendor’s list. If any items do not meet these specifications, the items will be picked up at vendor’s expense and removed from FCS property at the sole cost of the vendor.

4.3 For Goods: Unless specified otherwise, manufacturers listed, in the Invitation to Bid is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The FCS will be the sole determiner as to whether the substituted item is approved as an alternative.

4.4 If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in RFP document as well as current industry standards. Replacement units must be made available to FCS for review and approved prior to the end of life of the awarded model. FCS reserves the right to accept or reject the replacement item.

4.5 All products and materials furnished must comply with all applicable federal, state, and local laws, codes and regulations.

5.0 PRICES QUOTED
5.1 Unless specified otherwise, prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Forsyth County School System reserves the option to renew the RFP annually if agreeable to both the successful vendor and the Forsyth County School System. RFP may be renewed up to four times annually.

5.2 Quantities/amounts shown on the Request for Proposal are estimates. Vendors are advised that the actual number purchased/required may vary from those on the proposal, depending upon the needs of the FCS and the availability of funds.

5.3 Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.

5.4 Pricing must be submitted on Proposal Form as requested without conditions unless called for in Special Terms & Conditions.
6.0 **SAMPLES**

6.1 When required, samples must be furnished at the vendor’s expense.

6.2 Samples not used or destroyed in testing will be returned to the vendor at vendor’s request and at vendor’s expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions, samples will become the property of FCS.

7.0 **AWARDS**

7.1 FCS reserves the right to accept or reject any part of a submitted proposal (in whole or in part), to accept the entire proposal from one vendor, to accept portions of the proposal from several vendors, or to reject any and/or all proposals submitted or waive any minor irregularity.

7.2 FCS reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof.

7.3 Award will be made to the responsive and responsible vendor based on price, availability, past vendor experience, references, and compliance with the proposal specifications and requirements as outlined in the evaluation criteria included in this solicitation. Award of proposal will be made in the best interest of FCS.

7.4 A determination of competitive range may be made after initial submission of proposal and after any additional revisions. Offerors not in the competitive range of being selected for award shall be eliminated from further discussion.

7.5 During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. FCS Purchasing may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, FCS reserves the right to re-solicit the item(s) involved.

7.6 Purchases by FCS are not subject to Federal Excise Tax or State and Local Sales Tax. No taxes should be included in this RFP.

8.0 **CONTRACT**

8.1 **THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND RETURNED WITH THIS PROPOSAL IN ITS ENTIRETY.**

8.2 It is understood and expressly agreed that, upon proper acceptance of any or all items by the Purchasing Department, a contract shall hereby be created.

8.3 Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from bidders list.

8.4 Unless otherwise stated in the Special Terms and Condition, FCS requires that all prices quoted will be firm for 12 months from award of contract.

8.5 By signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products and services as proposed. In addition, vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special T&C.
8.6 Authority- Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that person as duly authorized to enter into this contract on behalf of such party.

8.7 Choice of Law and Venue- The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Forsyth County, Georgia.

8.8 Entirety of Contract- All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between FCS and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the RFP Response by the Vendor conflicts with the language of the RFP, the language of the RFP shall govern and control for all purposes, unless consented and agreed to by FCS in writing.

8.9 FCS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the FCS.

9.0 SHIPPING
9.1 All prices are to include delivery to the location(s) specified in the Proposal or the Purchase Order. All delivery for goods must be FOB destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the FCS.

9.2 In the event of damage, shortage, or other loss resulting from shipment to any FCS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.

9.3 FCS reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the vendor list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by FCS.

10.0 INVOICING
10.1 Payment will be made by FCS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by an FCS authorized representative.

10.2 All accounts are paid on a current basis. Best effort will be made by FCS to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of FCS signature) at destination or from the date a correct invoice is received, if later than the date of delivery.

10.3 Invoicing Procedure- Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or by machine. Invoices will be paid within 30 days of receipt of invoice and within 30 days of notification receipt of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and FCS purchase order number.
11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT
11.1 Except as may be specifically permitted by the RFP, Vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Vendor personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of FCSS, which consent may be withheld at its sole discretion.

12.0 INDEMNIFICATION
12.1 The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit FCS property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. Vendor’s obligation under this section shall not extend to any liability caused by the sole negligence of the FCS, or its employees.

13.0 TERMINATION
13.1 Termination-If FCS or the successful vendor(s) wish to cancel this contract, written notice thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. FCS reserves the right to terminate without warning in the event of critical and/or material breach of contract.

14.0 ADDENDUM
14.1 Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. Vendor is responsible for checking the webpage frequently during solicitation period for any potential addendums.

15.0 SPECIAL TERMS AND CONDITIONS
Should the General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.
SPECIAL TERMS AND CONDITIONS

1.0 PURPOSE AND OBJECTIVE
Forsyth County Schools (FCS) is accepting proposals for Preventative Fire Services per the specifications of this document, all applicable federal, state, and local laws, and in accordance with industry “best practices” for all locations within the school system. FCS is seeking a qualified and experienced company to perform these services by providing all labor, materials, equipment and services as assigned by this solicitation.

2.0 BASIC RFP AND CONTRACT GUIDELINES AND REQUIREMENTS

2.1 Evaluation- Award will be made based upon the evaluation criteria published in this RFP. It is also known that FCS may use knowledge of prior experience and/or information from any corresponding meeting with specific vendors pre-proposal or during the evaluation as it relates to the published evaluation criteria.

2.2 Award Period- Awarded contract will be valid for one year from the date of award with options to renew annually up to four additional years. Renewals will be based on mutual interest from both parties and cannot materially alter the original operating agreement.

2.3 Price Modification- Prices must remain firm for entire contract period (12 months). Vendor can request a price modification at the beginning of each new contract period but it must be accompanied by documentation supporting the increase (CPI). FCS reserves the right to accept, negotiate, or deny and re-solicit any request for price escalation. **FCS will not accept under any circumstances the addition of surcharges such as fuel or any other related costs or fees that would alter the contract price.**

2.4 Clarification- FCS may seek written clarification at any point during the evaluation process. Vendor is responsible to provide information to the best of their ability within the format and time parameters provided by evaluation committee.

2.5 Presentation/Meetings/Demonstrations- FCS, at its sole discretion may invite finalists for a verbal presentation, meeting, and/or conference call. FCS reserves the right to use any information obtained from vendor presentations in any part of the evaluation process.

2.6 Best and Final Offer (BAFO) - FCS may request a best and final offer from finalist if applicable.

2.7 Contractor Identification System- FCSS requires the employees assigned to any FCS contract to register through our Safety-Check Contractor Identification System. Any representative of your organization, before beginning work on FCSS property must be registered. The registration process requires the submission of an approved photo identification (Govt. issued), which will be run through the Sexual Offender Database. Any contractor refusing to comply with this requirement, or failing to pass the check, will not be allowed on FCS property. Contractors will be issued a badge, which they are required to wear all times on FCS property. Anyone found without a badge will be asked to leave the property immediately. Replacement badges will be $10.00 (std badge) and $50.00 (access badge) if lost or stolen. FCS not responsible for lost badges or for delays in work due to contractors being removed from property due to no ID.

2.8 Locations- A list of all potential FCS service locations can be found on Bid Form. **Site visits are available upon request.**

2.9 Terms and Conditions- FCS expects the terms and conditions of this RFP, and all FCS related documents, to be the prevailing contract terms. If you request separate contract documentation to be incorporated into this contract, please provide with your initial submission. However, please know that any document that materially alters the terms and conditions of this agreement or placed undue burden on FCS may be deemed non-responsive and removed from consideration. Agreement to FCS terms and conditions may be a primary factor in award selection; thus, any contract language that you request MUST be provided with initial response, as it will not be possible to supplement contract language later.
2.10 O.C.G.A 13-10-91- Contractor must comply with all relevant codes pertaining to O.C.G.A 13-10-91 including the submission of Contractor Affidavit as included in this solicitation.

2.11 Payment- Request for payments may be submitted as jobs are completed. “Completed” is defined as inspection, re-inspection, and sign off. Invoices for payment must be itemized per school or FCS location; including detailed work performed and must include final sign-off.

Note: FCS will not pay in advance for work to be performed, including the semi-annual kitchen work.

2.12 Tobacco/Alcohol/Drugs- All FCS property shall be free from any tobacco products (smoking or smokeless), alcohol, and illegal drugs. This includes vehicles and personal items. Failure to adhere may result in contract termination without remedy and/or criminal prosecution to the fullest extent of the law. FCS vehemently defends the safety of FCSS students and staff pertaining to these banned substances. Any vehicle or personal property (lunch box, bag, box etc.) is subject to search at any time by FCS personnel without probable cause.

3.0 MANDATORY REQUIREMENTS
The following table specifies a list of mandatory requirements for the acceptance of your proposal. Please INITIAL in appropriate box.

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<thead>
<tr>
<th>REQUIREMENT</th>
<th>VENDOR CAN COMPLY</th>
<th>VENDOR CANNOT COMPLY</th>
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<tbody>
<tr>
<td>1) Contractor must be licensed to perform all elements of this contract in the State of Georgia</td>
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<td>2) Contractor must not currently be suspended or debarred from any governmental contract or have been so within the past five years</td>
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<td>3) Contractor must agree to hold all pricing firm for 12 months as specified in this document.</td>
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<td>4) Company personnel working on-site must be uniformed, and will perform all services as according to all applicable laws, ordinances, rules and regulations. (Proof of NICET Certification as defined by FCS in section 5.1.2)</td>
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<td>5) Contractor shall supply reporting documents and certification letters specifying the exact service performed. The systems include ansuls, fire extinguishers, fire alarms, hydrants and sprinklers. Each document shall specify the exact service performed and be available in electronic format.</td>
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<td>6) Contractor shall supply FCS with updated reporting documents for any repairs made to the aforementioned systems.</td>
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<td>7) Any equipment that receives a yellow tag during an inspection should be documented and brought to the attention of FCS in a timely manner.</td>
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4.0 GENERAL CONTRACT REQUIREMENTS

4.1 Hours of Work
   A. Routine Work- Work is to be done during non-school hours so as not to disrupt the educational process. If access to the building is required, arrangements must be made 48 hours in advance with the Facilities Office.
   B. Emergency Work- Emergency work is defined as any unscheduled work that is not part of the preventative maintenance program specified in this contract. Work will be requested the same day when approved by FCSS. The contractor shall provide all resources necessary to perform the work. An emergency work order will be generated to track the request and vendor performance. No emergency charges will be paid unless authorized by Facilities Director or his designee.

4.2 Completion Time- All work is to be completed as specified in this contract.

4.3 Cleanup- The areas of work shall be left in a clean condition and all debris shall be removed.

4.4 Existing Conditions- The contractor, in undertaking the specified work, is assumed to have visited the premises and to have taken into consideration all conditions that might
FORSYTH COUNTY SCHOOL SYSTEM
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affect work. No consideration shall be given any claim based on lack of knowledge of existing conditions.

4.5 **Damage by Contractor** - Any damage done to any part of the any FCSS property shall be replaced to the satisfaction of FCS, at no cost to FCS.

4.6 **Permits and Licenses** - The Contractor shall be responsible for obtaining all permits and licenses and shall pay all governmental fees in connection with this work.

4.7 **Workmanship** - All work shall be done in a professional manner and must comply with all Federal, State, and Local codes. All work requiring licensed mechanics by code or regulation shall be done only by employees having met such criteria.

4.8 **Inspection of Work** - Under this contract, the Contractor has assumed the responsibility of furnishing all services, labor, and materials for the work as specified. Any inspection of the work by FCS personnel shall in no way affect said responsibility of Contractor; nor shall the failure of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any work not in accordance with said specifications.

4.9 **Sub-contractor** - All sub-contractors shall be bound by all requirements and specs herein.

4.10 **Property Protection and Clean-Up**
   A. All structures and property shall be protected from damage
   B. FCS property shall be cleaned and debris removed from site per visit.

4.11 **Safety**
   A. Extreme caution shall be used by all workers to ensure that all precautions are taken to prevent any injury to FCS children, staff, or visitors.
   B. Ladders shall not be left unattended
   C. All non-contractor persons shall be kept away from the area of work while work is in progress
   D. All workers shall be fully clothed and shall be expected to exhibit the highest levels of professional behavior. Associating with any non-FCS persons is strictly prohibited.
   Failure to comply with this requirement can subject personnel to being banned from campus and/or contract termination.

4.12 **Insurance** - Proof of insurance must be submitted with proposal response and at any point during the life of the contract.

**Hazard-Compliant with 12.0 of the General Terms and Conditions**

**Workman’s Compensation** - In accordance with Georgia Code

**Other Insurance** - The contractor shall obtain and maintain at his expense, insurance with minimum limits as prescribed below and shall protect the Contractor and Owner from any claims for property damage or bodily injury, including death, which may arise from the execution of this contract. The Contractor shall furnish to FCSS Facilities the Owner Certificates, policies and cancellation endorsements as shown below.

**Contractor's General Liability Insurance:**

**Split Limits of Liability:**

**Bodily Injury:** Limits of $500,000 for each occurrence and $500,000 for the aggregate of operations.

**Property Damage:** Limits of $300,000 for each occurrence and $500,000 for the aggregate of operations

**Or If Combined Single Limit of Liability:**

Bodily Injury and Property Damage Combined:

- $500,000 each occurrence
- $1,000,000 aggregate

**Cancellation Endorsement** - These insurance coverage shall not be canceled until at lest 30-days prior to written notice has been given to the Owner

**Disposition** - Certificate from insurance company confirming specified coverage must be sent to the Owner prior to commencement of work. (Two copies)

**Contractor’s Public and Automobile Insurance**

**Split Limits of Liability:**

**Bodily Injury:** Limits of $250,000 for each person and $500,000 for each occurrence.

**Property Damage:** Limits of $1,000 for each occurrence

**Or If Combined Single Limit of Liability:**
FORSYTH COUNTY SCHOOL SYSTEM
Purchasing Department
Bodily Injury and Property Damage Combined: $500,000 each occurrence
Cancellation Endorsement- These insurance coverage shall not be canceled until at lest 30-days prior to written notice has be given to the Owner
Disposition- Certificate- from insurance company confirming specified coverage must be sent to the Owner prior to commencement of work. (Two copies)
Acceptability of Insurance Companies- Insurance only written by a company licensed by the State Insurance Commissioner to do business in the State of Georgia at the time of the policy issuance will be acceptable.

5.0 SPECIFICATIONS AND SCOPE OF WORK
This section stipulates the elements of the RFP under evaluation. Please remember that your solution will be evaluated for content, thoroughness, and clarity of response to all criteria requested in this proposal. Respond precisely and concisely to each and all specific questions and/or topics by providing the requested information on separate pages, clearly labeled in your response (IE 5.1.2). FCS is not responsible for locating data included in your response that is not properly identified as instructed.

5.1 Contractor Qualifications
5.1.1 In addition to the information requested below, Contractor submit the document entitled “Contractor Questionnaire”. Information included in this document will be evaluated and utilized in award considerations.
5.1.2 Submit with your response the name of Representative(s) who will personally service this contract. Additionally provide the name(s) of the Area Supervisor and at least 3 full-time, fully trained and certified employees of your company who would be available to work on this contract. Resume for each individual should include, but not limited to, contact information (phone, email, etc), certifications, experience, and work history. FCS requires at a minimum one certified N.I.C.E.T technician onsite when performing under this contract. Certification shall be for N.I.C.E.T Level II for Fire Alarm, N.I.C.E.T Level III for Sprinkler and must be Georgia State Licensed and certified to perform all duties of this contract. Contractor must keep this list up to date as personnel changed occur. Contractor must have been established as a fire suppression and alarm system business for a minimum of five-years to be considered.
5.1.3 Contractor must submit a copy of current inspection license and business license.
5.1.4 Equipment Matrix- FCS offers as a supplement to this RFP a Matrix that details all known equipment associated with this contract. This Matrix is a good faith estimate, but is not guaranteed to be 100% accurate. Contractor is responsible for field verifying all counts before proposal as this is a turn-key, fixed price contract.
5.1.5 Entirety of Contract- Contractor is not responsible for visiting and pre-inspecting each site covered under this contract, but is responsible for maintaining all equipment and meeting each requirement as specified herein. Any discrepancies shall be reported prior to any action being taken.

5.2 Scope of Work- Contractor must include with proposal response a written SOW (Scope of Work) detailing the contractors plan to implement, service, and manage this service contract in accordance with FCSS specifications, relevant laws, and industry “best practices”
5.2.1 Time Period- All work associated with this contract must be performed between May 25, 2020 and August 5, 2020. All work will need to be coordinated around summer school, summer activities, construction etc.
5.2.2 Re-inspections- All re-inspections must be completed by August 5, 2020.
5.2.3 Inspection/ Re-inspection Protocol
   a) Electronic copy of all reports, per school, shall be submitted via email. Reports shall include room numbers, manufacturer data, last hydro, and last 6-year maintenance.
   b) Contractor shall provide small scale plans (11X17) for handheld fire extinguishers marked with locations of extinguishers.
   c) Contractor shall give a list of work required per school, as soon as the initial inspection occurs
d) FCS will either perform the work, or contract the performance of the work in a manner that allows for re-inspections to occur within the specified time-frame. Contractor may provide a quote to perform the work along with the initial inspection report. It will be the sole discretion of FCSS to accept or choose alternative to complete the required work. FCSS will not be bound to accepting your proposal as a prerequisite to any work associated with this agreement.

e) **Discretionary Work** - The awarded contractor shall be given the authority to perform “minor” repairs that may be found during the course of the initial inspection. The limit for this work shall be $500.00 per school. Contractor should recognize that the intent of this procedure is to increase efficiency for both FCS and contractor and not as a revenue generator. Pricing should be consistent with a competitively bid work of this size and scope. Invoices shall be itemized for all work under this clause and be subject verification of cost if requested by FCS. FCS reserves the right to terminate this procedure at any point during the contract.

f) Contractor is responsible for coordination of all tools/equipment necessary to perform the first inspection and any follow-up re-inspections.

g) If at any time the contractor fails to provide satisfactory services (including satisfactory job completion), FCSS reserves the right to terminate the agreement immediately and without penalty

h) All re-inspections shall be billed by the hour and coordinated with Wayne Caston who will assign a FCS staff member to be present at time of the re-inspection. Contractor and FCS must agree upon the time spent on the re-inspection. Partial hours shall be paid in half hour increments and round up to the nearest half hour.

5.2.4 Annual Fire Alarm Inspections/Testing

a) All inspection/testing per NFPA 72 requirements, as well as, any manufacturer instructions

b) All initiating devices are to be itemized with specific location verified both on report and at the panel

c) All smoke detectors are to be cleaned or vacuumed out after testing. All duct detectors are to be smoke tested in addition to any test key switch, or other testing procedure

d) Pricing must include both the cost and coordination of lift rental, delivery, and pick up to each location as needed

e) Contractor shall be required to work with the FCS elevator service provider in order to clean smoke detectors in the elevator hoistway.

5.2.5 Annual Fire Sprinkler and Fire Hydrant Inspections

a) All inspections/testing per NFPA requirements with complete walk through of entire facility for visual inspection of all sprinkler heads

b) All dry systems are to be full trip tested annually

c) All sprinkler devices are to be verified at building fire alarm panel

d) All fire hydrants are to receive flow test annually

5.2.6 Annual Fire Extinguisher Inspections

a) All inspections are to be performed per NFPA requirements

b) Pricing is to be all-inclusive including: Annual inspection, state tag, and tamper seal with any maintenance needed on the fire extinguisher

c) Contract shall also include, but not limited to, 12-year hydrostatic test, 6-year maintenance, refills, recharges, leak downs, remounts, o-rings, valve stems, service collars, gauges, repairs due to damage etc (per extinguisher-all types)

d) Any missed extinguishers are to be re-inspected at no additional cost.

5.2.7 Semi-Annual Kitchen Fire Suppression System Inspections

a) **NOTE**: In addition to the completion requirements found in 5.2.1, these services must be completed again six months from the initial completion

b) All inspections/testing per NFPA 17 requirements, as well as manufacturer requirements
c) Full trip test with verification of fuel shutdown, as well as performance of any other manual or electrical connections to system

d) Pricing to be all inclusive including, but not limited to: all fusible links, nozzle caps, and cartridges required to be replaced on a predictable 6-12 month inspection. All fusible links are to be changed every six months. All nozzle caps are to be replaced when needed, but no less frequent than 12 months apart. Metal caps, where installed, may be changed out per manufacturer instructions

e) Piping is to be blown out annually, or more frequently as needed and/or when required by manufacturer

f) All work is to be performed after 1 PM so as not to interfere with normal cooking operations

5.2.8 Certifications Letter

a) FCS requires a certification letter for the exact services performed upon completion of services. Inspection reports do not qualify as a certification letter.

b) FCS requires a letter of certification from the awarded vendor that each fire door has been has been inspected and is fully operational.

5.3 Value Added- Please provide on a separate page and labeled any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract.

5.4 Documents Required for Award Consideration

5.4.1 P20-09 Proposal Document with all requested information (IE SOW, Certifications etc.)

5.4.2 Bid Form (6.0)

5.4.3 Vendor References (on form provided with this solicitation)

5.4.4 Contractor Questionnaire

5.4.5 Proof of Insurance (4.12)

5.4.6 Inspection License and Business License (5.1.3)

5.4.7 NICET Certification Proof (5.1.2)

5.4.8 Contractor Affidavit (OCGA 13-10-91)

6.0 Bid Form

6.1 All relevant cost considerations should be noted on this Form, as FCS will not consider additional costs after award.

6.2 The Bid Form must be downloaded separately and submitted with your proposal. Cost will be itemized per location, per sub-group. A hard copy of the Bid Form must be submitted with your proposal. In addition, FCS requests an electronic version to be submitted via flash/thumb drive as well.
7.0 PROPOSAL EVALUATION

7.1 Organization and Completeness of Proposal
Proposal must provide straightforward, concise proof of offeror’s capabilities to satisfy RFP requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be labeled and any additional documents provided by the vendor must reference the appropriate section of the RFP. All requested information must be included and all forms completed in entirety. Any proposals that do not include all required information may be considered non-responsive and disqualified.

7.2 Evaluation Procedures – Review of Proposals
A committee will evaluate the proposal responses based on qualifications, relevant experience, responsiveness of proposers, as well as the estimated cost of the engagement. Cost will not be the sole determining factor in the award. The committee will evaluate the quality and completeness of each response as it addresses each requirement of the RFP. All non-cost related areas of the response are evaluated during this phase. A list of areas being reviewed for this specific RFP, along with the associated point values is included in the Evaluation Criteria below.

Final score will be the sum of the non-cost elements as specified and cost.
THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.

**P20-09 - CONTRACT AGREEMENT**

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Fire Inspection Services** to the Forsyth County School System and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Director gives authorization. In the event vendors fail to comply, they may be removed from the vendors’ list.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Representative’s Signature</th>
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<td>(Must be signed in ink)</td>
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<tr>
<th>Address</th>
<th>Representative’s Name</th>
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<th>E-Mail Address</th>
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<tr>
<th>Date</th>
<th>Telephone Number and Extension</th>
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<tr>
<th>Terms</th>
<th>Fax Number</th>
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(If payment terms are not indicated, will be determined to be net 30 days).

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

PRICES MUST REMAIN FIRM FOR ONE YEAR FROM DATE OF AWARD.

Signing the Contract Agreement affirms that the original RFP document has not been altered in any way.

Upon notice of Award, this page will become the prevailing Contract Agreement between your organization and the FCS.
## VENDOR REFERENCE SHEET

References will be utilized in the evaluation of this Proposal. Vendor must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed “non-responsive” and eliminated from consideration. It is not the responsibility of FCSS to pursue and obtain incomplete and/or inaccurate reference information, to ensure that references respond to our reference request, or to consider references not listed on this form.

<table>
<thead>
<tr>
<th>#</th>
<th>Company/Organization</th>
<th>Address, City, State, Zip Code</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Name of Contact Person</th>
<th>E-Mail Address</th>
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Contractor Questionnaire
(Section 5.1.1 of Special Terms and Conditions)

Questionnaire information will be utilized in the evaluation of this RFP. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed “non-responsive” and eliminated from consideration.

Company Name: ____________________________________________________________

Years in Fire Services: _______________________________________________________

# of Permanent Employees: ____________________________________________________

# of Employees Assigned to FCS for this Contract: ______________________________

# of Service Vehicles Assigned to this Contract: _________________________________

How many Comparable Contracts do you currently have in Georgia?________________

How many of these Contracts are:
Government
K-12 Education

Please list any School Systems with at least 20K Students that your company currently services: _________________________________________________________________

Where is the location of your nearest service facility? Please provide location and # miles from Cumming GA)? _____________________________________________________________

Has your company ever failed to comply with any contract awarded? (Explain if yes)__________________________

Has your company ever lost a contract to any government entity based on poor performance or breach of contract (Explain if yes)___________________________________________________________

Is your company currently suspended or debarred from any government entity? (Explain if yes)________________

Are there any judgments, claims, legal proceeding or law suits pending or outstanding against your company or any of its officers (Explain if yes)____________________________________________________________________

Is your company currently in bankruptcy proceedings or has it filed for bankruptcy in the past five years? (If Yes, please explain)____________________________________________________________________

Please provide the name, title, contact information, and qualifications of person primarily responsible for the day-to-day management of this contract (Project Manager)______________________

Do you perform Background Checks on the Service Techs that may be assigned to this contract, if so please detail the type of check (GCIC, NCIC etc)_______________________________________________

Do you perform drug test on the Service Techs that may be assigned to this contract? (At Hire, Random, or Both)? ________________________________________________
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (Forsyth County School System) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____________________________
Federal Work Authorization User Identification Number (4-6 Digits, no letters)

_____________________________
Date of Authorization (of E-Verify authorization)

_____________________________
Name of Contractor

_____________________________
Name of Project/Contract Number/Purchase Order Number

_____________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______. __, 201__ in _____(city), ______(state).

_____________________________
Signature of Authorized Officer or Agent

_____________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF __________________, 201__.

_____________________________
NOTARY PUBLIC

My Commission Expires: