

## THE UNIFIED GOVERMENT OF ATHENS-CLARKE COUNTY(ACCUG

NEW

SUBMISSION FORMAT FOR ACCUG REQUEST FOR PROPOSAL

DATE: May 30, 2014

**TO:** Alarm System Vendors Type of Vendors

SUBJECT: RFP # 00704 ALARM SYSTEM TESTING & MAINTENANCE

You are invited to submit a proposal to provide testing and maintenance of fire alarm systems and other security related equipment for the Central Services Department.

Inquiries regarding proposals should be made to Julie Ann Donahue, CPPB, Purchasing Administrator, or Toro Holt, Senior Buyer (706) 613-3068, fax: (706) 613-1975 or <u>Toro.Holt@athensclarkecounty.com</u>. Technical questions may be directed to **Beth S. Smith, Facilities Management Coordinator / Central Services at (706)** 613-3570, fax: (706) 613-3574 or email: beth.smith@athensclarkecounty.com.

The estimated range of this project is between \$40,000 - \$60,000.

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Unified Government of Athens-Clarke County.

One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing, One (1) paper copy(s) without pricing, and One (1) Separately Sealed paper copy of section V-E Price Proposal Schedule, must be submitted. Proposals are to be sealed, marked with the offeror's name and address and labeled, "RFP #00704 Alarm System Testing & Maintenance" and delivered to:

The Unified Government of Athens-Clarke County Finance Department, Purchasing Division 375 Satula Avenue Athens, Georgia 30601

#### Not later than 3:00 P.M. ET, FRIDAY, JUNE 27, 2014

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal opening date. Please call (706) 613-3088 for more information. This service is in compliance with the Americans with Disabilities Act (ADA).

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County.

#### TABLE OF CONTENTS

#### **SECTION** TITLE

- I REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS
- II REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES
- III SCOPE OF SERVICES
  - A. INTRODUCTION AND PURPOSE
  - B. GENERAL REQUIREMENTS
  - C. ADDITIONAL REQUIREMENTS
  - D. **DEFINITIONS**
  - E. SPECIFIC TASKS
- IV SELECTION PROCESS AND EVALUATION CRITERIA
- V MANDATORY PROPOSAL FORMS
  - A: PROPOSAL FORM
  - **B:** ADDENDA ACKNOWLEDGEMENT
  - C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT CONTRACTOR AFFIDAVIT & AGREEMENT
  - D: SCHEDULE OF SUPPLIES/SERVICES AND PRICE/PROPOSAL SCHEDULE (Must be submitted in a separately sealed envelope)
- VI OPTIONAL FORMS
  - E: BID LIST APPLICATION should be submitted prior to the bid submission. If you have never registered to do business with ACCUG
- VII SECTION VII DOCUMENTS CHECK LIST

ATTACHMENT A: WHAT YOUR BUSINESS NEEDS TO KNOW ABOUT GEORGIA'S E- VERIFY REQUIREMENTS

ATTACHMENT B: INSPECTION RREPORTS

#### SECTION I - REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

#### A complete signed proposal must include the documents listed below:

<u>PROPOSAL FORMAT:</u> Offerors are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The proposal and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.

All proposals received will become a part of the official contract file and may be subject to disclosure.

<u>PROPOSAL FORMAT:</u> All proposals should include the information outlined below and <u>in the following</u> <u>order:</u>

- 1. Cover Letter: A brief cover letter of introduction and interest.
- 2. **Table of Contents:** Including all sections and subsections.
- 3. <u>Business Information:</u> State the full name and address of your organization and the branch office or other subordinate element that will perform the services described in this proposal. Include telephone number, point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.
- 4. **Qualifications and Experience:** Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the consultant responsible for design, the project architect, the person responsible for all proposed communications with the owner and all proposed sub-consultants and description of their roles.
  - a. <u>Current Project Assignments</u>: Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.
  - b. <u>Understanding of the Project:</u> Statement of the firm's understanding of the project and proposed approach for providing requested services.
  - c. <u>Additional Services Required:</u> Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.
- 5. <u>References:</u> Include a minimum of three references that represents the company's experience in providing similar alarm testing and maintenance. Include the name, address, telephone number, point of contact and description of the contract for each reference.
- **6.** Other Relevant Information: Include any other relevant information concerning the project in this section.

SUBMITTAL FO	RMAT: AI	LL proposal cop	ies must be su	bmitted in a	sealed env	elope or con	tainer with the
OUTER MOST co	ontainer stat	ing the company	y name, addres	s, telephone	number, th	e RFP numb	er and TITLE
(RFP #00704 Ala	rm System	Testing & Ma	aintenance). I	f you have	an ACCU	G Vendor N	Jumber please
include it on the se	ealed envelo	pe or container.	If you do not	know your	vendor nu	mber, please	call 706-613-
3088 or email: <u>acc</u>	<u>purchasing</u>	<u>@athensclarke</u>	county.com I	f you do not	have a ver	idor number,	please fill out
a bid	list	application	found	at	Bid	List	Application
(http://www.athens	clarkecounty	y.com/Documen	tView.aspx?D	<u>ID=256)</u> so	one may b	e issued to y	our company.
The ACCUG Ven	dor Number	r is not required	d to submit a	Bid but we	encourage	companies t	o apply.
☐ One (1) pap☐ One (1) Sep	per copies of parately Sea	ve with a copy of the signed pro lled paper copy parately in a se	posal WITH( of section V-I	OUT price E Price Prop	O	dule	

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or Improper address. **Proposals via facsimile will NOT be considered**.

# ALL DOCUMENTS SUBMITTED ON USB FLASH DRIVE MUST BE IN A SINGLE PDF FILE

# THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY REQUEST FOR PROPOSAL (RFP) ALARM SYSTEM TESTING & MAINTENANCE CENTRAL SERVICES DEPT. NAME DEPARTMENT ATHENS, GEORGIA

#### SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

#### A. INTRODUCTION

#### **PURPOSE**

The Unified Government of Athens-Clarke County desires to solicit competitive proposals from responsible vendors to provide testing and maintenance of fire alarm systems and other security related equipment for the Central Services Department for a one-year period, with the option to extend the contract for four additional one-year term if agreed upon by all parties.

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

#### B. RFP TIMETABLE

The anticipated schedule for the RFP and contract approval is as follows:

Proposal Documents Available......May 30, 2014

Deadline for submission of questions........................JUNE 19, 2014

Deadline for receipt of proposal .......4:00 P.M. ET, FRIDAY, JUNE 27, 2014

Proposals Valid Until: AUGUST 27, 2014

#### C. CONTACT PERSON

The contact person for this RFP is Julie Ann Donahue, CPPB, Purchasing Administrator or Toro Holt, Senior Buyer Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via facsimile at (706) 613- 1975 or Toro.Holt@athensclarkecounty.com. Technical questions may be directed to Beth Smith, Central Services / Facilities Management at 706-613-3570, fax: 706-613-3574 or email: beth.smith@athensclarkecounty.com.

Offerors are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the offeror's submittal.

#### D. MINIMUM PROPOSAL ACCEPTANCE PERIOD

Proposals shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of proposals.

#### E. ADDITIONAL INFORMATION/ADDENDA

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Offerors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Request for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the offeror's name, address, phone number, and fax number, and email address. Faxes will be accepted at (706) 613-1975.

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements

Offerors who obtain this Request for Proposal from Georgia Procurement Registry or Athens Clarke County/Purchasing (http://www.athensclarkecounty.com/index.aspx) or from other than the Purchasing Division are advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date. The Unified Government of Athens-Clarke County assumes no responsibility for Offerors' failure to acknowledge any addenda issued

#### F. LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS AND REJECTIONS

Proposals shall not be modified, withdrawn, or cancelled by the offeror for a period of **sixty (60) days** following the time and date designated for the receipt of proposals, and each offeror so agrees in submitting his proposal. Negligence on the part of the Offeror in preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal closing. Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered

#### G. PROPOSAL CLOSING

Proposal schedule prices will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from <u>Georgia Procurement Registry</u> or <u>Athens Clarke County Bids</u> or via email request to E-Mail: <u>Toro.Holt@athensclarkecounty.com</u> after the proposal due date and time stated herein. A tabulation of prices may be obtained upon award.

#### H. NON-COLLUSION AFFIDAVIT

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Unified Government of Athens-Clarke County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

#### I. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

#### J. COST INCURRED BY OFFERORS

All expenses involved with the preparation and submission of proposals to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the offeror(s). No payment will be made for any responses received or for any other effort required of or made by the offeror(s) prior to commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.

#### K. MINORITY BUSINESS ENTERPRISE POLICY STATEMENT

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

#### L. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

#### M. SITE VISIT:

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### N. <u>AWARD OF CON</u>TRACT

This is a past performance/technical/price trade-off source selection in which competing offeror's past and present performance history and technical ability will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed in Section IV herein. The Unified Government of Athens-Clarke County may reject any or all proposals if such action is in the Unified Government's interest.

#### O. <u>MULTIPLE AWARDS</u>

In addition to other factors, and notwithstanding the paragraph titled "Award of Contract", proposals will be evaluated on the basis of advantages and disadvantages to the Unified Government of Athens-Clarke County that might result from making more than one award (multiple awards). Individual awards will be for the items or combination of items or groupings of items that result in the lowest aggregate cost to the Unified Government, including any assumed administrative costs.

#### Q. QUALIFICATION OF OFFERORS

The Unified Government of Athens-Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to the Unified Government all such information and data for this purpose as may be requested. The Unified Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Unified Government that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Unified Government of Athens-Clarke County contractors/vendors must have a current Athens-Clarke County business license, if they are physically located in Athens-Clarke County or, if they perform a service in Athens-Clarke County.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due the Unified Government will not be accepted.

#### R. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

#### S. OPEN RECORDS

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;

#### **SECTION III - SCOPE OF SERVICES**

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform repairs, preventive maintenance and testing services on a scheduled basis for fire alarm systems and other security related equipment as per the scope of services outlined below for the period July 1, 2014 – June 30, 2015 with an option to extend the contract for four (4) additional one-year terms if agreeable to both parties.

#### A. INTRODUCTION AND PURPOSE

The Unified Government of Athens-Clarke County (ACCUG) is a unified city/county government located in the northeast section of the state of Georgia and is approximately sixty (60) miles northeast of Atlanta, Georgia. The Unified Government of Athens-Clarke County (the government's official name) was formed in 1991 by a referendum which required the combining of The City of Athens and Clarke County. ACCUG serves an area population of approximately 100,000 with annual growth projected at 1% per year. ACCUG provides a multitude of local and state funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax and Fire Services. ACCUG employs approximately 1,700 people.

Athens-Clarke County is soliciting proposals from responsible alarm system specialists experienced in performing testing, preventive maintenance and repair services for various fire alarm, closed circuit television, intercom/paging, door lock control, lightning surge suppression, nurse call, door control, security and panic alarm systems on a scheduled and unscheduled basis, ensuring all tasks are performed using properly trained technicians and special tools and instruments required to maintain the systems at optimum performance.

#### B. GENERAL REQUIREMENTS

- 1. <u>Physical Security:</u> The contractor shall safeguard all Unified Government of Athens-Clarke County property provided for contractor use. At the close of each work period, vehicles, facilities, support equipment, and materials shall be secured.
- 2. <u>Access Control:</u> All contract personnel shall be required to wear uniforms with company patched or other identifying clothing to clearly identify the personnel as being an employee of the contractor. All vehicles shall be clearly identified as belonging to the contractor and shall park in designated parking areas only.
- 3. <u>Contract Performance Period:</u> Contract performance period shall be from date of award for 12 months unless terminated by either party giving to the other written notice of termination in writing thirty (30) days prior to the proposed date of termination. Termination by the Unified Government of Athens-Clarke County can be immediate upon contractor failure to comply with any of the terms.
- 4. <u>Hours Of Operation:</u> All facilities are accessible between the hours of 8:00 a.m. 5:00 p.m. However, any audible alarms at the Courthouse and City Hall, must be tested after normal working hours or on the weekends. All inspections, maintenance and testing schedules must be coordinated in advance with Athens-Clarke County Facilities Management.
- 5. Ordering and Payment: Performance will be ordered by issuance of a purchase order for the period of performance. Payment for work performed shall be paid monthly upon receiving invoicing with an attached copy of each certificate of receipt of service for that month signed by

Beth Smith. The contractor shall insure that all invoices clearly reflect the purchase order number. All original invoices must be mailed or hand delivered to Athens-Clarke County Accounts Payable, P.O. Box 1748, Athens, GA 30603 or Athens-Clarke County Accounts Payable, 375 Satula Avenue, Room 175, Athens, GA 30601. A duplicate invoice may be submitted to the department. Failure to comply with this provision may result in delayed payments for services rendered.

#### CONTRACTOR'S INVOICE.

- a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.
  - (i) Name and address of the Contractor.
  - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
  - (iii) Purchase order number for supplies delivered or services performed.
  - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
  - (vi) Name and address to whom payment is to be sent.
  - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - (viii) Any other information or documentation required by the contract (e.g., evidence of shipment).
- b. In the event orders are made via monthly or period purchase orders, contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:
  - (i) Name of supplier
  - (ii) Purchase Order number
  - (iii) Ship to Department and Address
  - (iv) Description, Quantity, unit price, and extension of each item.
  - (v) Date of delivery or shipment.

#### C. ADDITIONAL REQUIREMENTS

1. <u>TERMINATION FOR CAUSE:</u> The Unified Government of Athens-Clarke County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the successful vendor at least ten (10) days before the effective date of termination. The successful vendor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.

#### 2. CONTRACT RENEWAL TERMS

Beginning August 1, 2014, the term of this contract shall be automatically extended for four (4) additional periods of one (1) year each (collectively "Renewal Term") unless either party gives written notice of its intention not to renew, or the intention to modify, the agreement 90 days before expiration of the effective renewal term.

- 3. <u>TERMINATION WITHOUT CAUSE:</u> The Unified Government of Athens-Clarke County reserves the right to terminate the contract at any time without cause, in whole or in part, by providing a written notice to the other party at least thirty (30) days before the effective date of termination. The other party will not be relieved of any outstanding responsibilities or unfinished obligations under this contract that were incurred prior to termination.
- 4. <u>REPORTING DISPUTES:</u> The contractor shall report any contract disputes and/or problems to the Purchasing Administrator, both verbally and in writing, within 48 hours of their occurrence.
- 5. <u>INDEPENDENT CONTRACTOR:</u> The contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government or to otherwise act on behalf of the Unified Government, except as the Unified Government may expressly authorize in writing.
- 6. <u>SAFETY:</u> The contractor shall take every precaution at all times for the protection of persons and property, including the Unified Government of Athens-Clarke County's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.
  - The contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide the Unified Government of Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the Unified Government is assured that the contractor has an adequate safety program in effect.
- 7. <u>SUBCONTRACTS:</u> No portion of the work shall be subcontracted without prior written consent of the Unified Government of Athens-Clarke County Purchasing Division. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.
- 8. <u>ESTIMATED QUANTITIES:</u> The quantities of items specified in the Proposal Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Unified Government of Athens-Clarke County requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Contractor shall furnish to the Unified Government all items specified in the Proposal Schedule and called for by orders issued in accordance with the Ordering clause
- 9. <u>CHANGES</u>: Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

#### 10. INSURANCE.

a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company.

- b. Before commencing work under the contract, the Contractor shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:
  - i. <u>Workers' Compensation</u> Contractors are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.
  - ii. General Liability \$2,000,000 aggregate; \$1,000,000 per occurrence; 50,000 fire damage; 5,000 medical expenses; 1,000,000 products completed operations; 1,000,000 personal and advertising injury or greater. Coverage should be on a per occurrence basis.
  - iii. <u>Automobile Liability</u> Automobile liability insurance shall be written on the comprehensive form of policy Combined single limit of at least \$1,000,000 to include Hired Autos and Non-owned Autos. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.
- c. The Certificate of Insurance evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County's interest shall not be effective until 60 days after the insurer or the Contractor gives written notice to the Purchasing Administrator.
- d. The Certificate of Insurance shall reference the proposal and project name as evidencing this requirement.
- e. The Contractor shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens-Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request."
- f. The following persons or entities are to be listed on the Contractor's general liability policy of insurance as additional insureds:
  - i. Unified Government of Athens-Clarke County, Georgia

#### D. SPECIFIC TASKS:

#### 1. Preventive Maintenance:

Each Preventive Maintenance call shall be scheduled so that all tasks are performed using properly trained technicians and the special tools and instruments required to maintain the systems at optimum performance.

Tasks include: System performance evaluation, adjustment, and calibration of system components.

- a. Annual testing of all listed equipment.
- b. Annual cleaning of all smoke detectors per NFPA 72.
- c. Sensitivity testing of all smoke detectors to be performed each year.
- d. Detectors found to be out of range of UL LISTED sensitivity will be replaced.
- e. Parts replacement for all listed equipment at no additional charge.

- 2. <u>Technicians</u>: Must be authorized dealer of security equipment and factory trained on life safety equipment. Vendor must provide training certificate upon request.
- 3. <u>Testing</u>: Annual testing of all listed equipment, with the exception of the fire alarm system at the Athens-Clarke County Correctional Institute. The Athens-Clarke County Correctional Institute shall be tested twice a year. The biannual fire alarm test for the Athens-Clarke County Correctional Institute shall occur in February and August of each year.

Contractor will perform 1-100% test(s) per year on initiating devices, and will provide the Customer with a written report confirming that such tests have been completed. Any deficiencies must be corrected immediately.

All control equipment must be checked for proper response to trouble and alarm conditions.

At the Courthouse and City Hall, the testing of any audible alarms must be performed after normal working hours or on the weekends.

All control equipment is to be tested for proper voltages (power supplies, amps, batteries, etc...)

- 4. <u>Predictive Maintenance</u>: Contractor will analyze equipment covered under this Agreement to detect potential failures. If corrective action is required it will be performed as outlined in this Agreement.
- 5. <u>Component Replacement</u>: All defective components shall be replaced immediately. Contractor will replace or repair failed components and parts that are covered under this Agreement, and will also repair components that are approaching the failing point. All parts and components must be replaced with original equipment manufacturer.
- 6. <u>Spare Parts</u>: Contractor will stock or have immediate access to all parts recommended in equipment service manuals.
- 7. <u>Emergency Service</u>: All of the above procedures are designed to reduce the requirement for emergency services. However, if emergency service is required, Contractor will provide it within the following parameters:
  - a. All emergency service calls, 24 hours a day, seven days a week, are covered at no additional cost. There is no additional charge for materials, labor, travel time, or mileage.
  - b. Guaranteed on site same day response on all emergency service calls. All repairs must be effected within 8 hours.
- 8. <u>Scheduling</u>: Inspection, maintenance and testing schedule to be coordinated in advance with Athens-Clarke County Facilities Management.
- 9. Reporting: After each service call, a typed service report will be provided to Facilities Management describing the nature of the service call and description of the response. Reports must be received prior to payment.

Annual and semi-annual inspections must be followed with a typed report certifying the system as operational. System deficiencies shall be listed along with action plans for correcting reported deficiencies. All reports must be received prior to release of payment to vendor.

Within 10 days of each test, a report of the test procedures and specifications, the results of the test and any recommended action shall be made to Facilities Management.

#### E. LIST OF EXHIBITS/ATTACHMENTS

**Exhibit A:** List of facilities and alarm systems at Athens-Clarke County buildings

BUILDING NAME	BUILDING ADDRESS
Correctional Institute	2825 County Farm Road
Correctional Institute Food Preparation Building	2825 County Farm Road
Police Department	3035 Lexington Road
Mental Health Facility	250 North Avenue
Library	2025 Baxter Street
Dougherty Street Governmental Building	120 West Dougherty Street
Courthouse	325 East Washington Street
City Hall	301 College Avenue
Satula Avenue Governmental Building	375 Satula Avenue
Department of Family and Children Services	284 North Avenue
East Athens Technology Building	410 McKinley Drive
East Athens Neighborhood Health Center	402 McKinley Drive
Public Utilities Customer Service Center	124 East Hancock Avenue
Fire Station #3	1198 Milledge Avenue
Fire Station #4	900 Oglethorpe Avenue
Fire Station #7	2350 Barnett Shoals Road
Fire Station #8	3955 U S Highway 129
Fire Station #9	1650 Danielsville Road
Public Works Streets & Drainage Administration	605 Spring Valley Road
Transit Multi-Modal Transportation Center	775 East Broad Street
Taylor Grady House	634 Prince Avenue
Police East Substation	385 Fairview Street
Police West Substation	1060 Baxter Street
Police Domestic Violence House	2795 Lexington Road
Public Utilities Water Resource Center (Bob Snipes	780 Barber Street
Building)	
Morton Theatre	195 West Washington Street
East Athens Community Park	400 McKinley Drive
East Athens Dance Center	390 McKinley Drive
Memorial Park Operations Center	293 Gran Ellen Drive
Sandy Creek Nature Center, ENSAT	205 Old Commerce Road
Parks Services Maintenance Center	312 Pound Street
Sandy Creek Nature Center, Walker Hall Complex	205 Old Commerce Road
Sandy Creek Nature Center, Walker Hall Cabin	205 Old Commerce Road
Lyndon House	293 Hoyt Street
Computer Information Services	596 Prince Avenue
Facilities and Landscape Management Building	2555 Lexington Road
CCCI Diversion Center	2725 Lexington Road
Fire Station #6	580 Athena Drive

Bishop Park Pool	705 Sunset Drive
Rocksprings Community Center Building, Pool &	105 Columbus Avenue
Splashpad	
East Athens Community Center Pool	400 McKinley Drive
Thomas Lay Community Center Pool	297 Hoyt Street
East Athens Community Park Splashpad	200 Trail Creek Street

The proposal is for Testing, Maintenance and Repair of Fire Alarm Systems and Other Security Related Equipment in the facilities designated. "Related Equipment" is defined as "any installed support and ancillary equipment necessary to ensure proper operation of the alarm system and any installed support and ancillary equipment necessary to provide safe coverage of the facility".

Specifically, the contract is to include testing, maintenance and repair of all associated smoke detectors, heat detectors, duct detectors, CCTV cameras, manual pull stations, audible and electronic alarms, indicators, relays, fire panels, recorders, monitors, switchers, multiplexers, pan/tilt units, power supplies, batteries, auto dialers, locking panels, keyboards, printers, lightning and surge protectors, and un-interruptible power supplies.

#### SECTION IV - SELECTION PROCESS AND EVALUATION CRITERIA

The Unified Government of Athens-Clarke County intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If it is determined that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Unified Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

#### **EVALUATION CRITERIA**

Evaluation criteria to be used in determining the selected firm **in order of importance** are:

- 1. FIRM EXPERIENCE in providing services to public sector organizations.
- 2. QUALIFICATIONS of staff assigned to the contracts.
- 3. <u>UNDERSTANDING OF THE REQUIREMENT</u> and the ability to respond to emergency and routine task orders.
- 4. <u>REFERENCES</u> and REFERENCE PROJECTS including applicable past work with the Unified Government of Athens-Clarke County.
- 6. <u>CONTRACT PRICE</u> Completed Schedule of Prices Sheet <u>submitted as a separate</u> document for evaluation



#### **A: PROPOSAL FORM**

		, doing business as	<u>*</u>
required with the By sub	ment known as RFP e Proposal Documen mission of this Propo	ts, within the time set forth therein, and a osal, the Offeror certifies, and in the case	ees to perform and furnish all work for the <b>&amp; MAINTENANCE</b> in strict accordance at the price proposed above.  of a joint Offer, each party thereto certifies
as to its	own organization the		sal Documents and the Addenda, receipt of
1.		by acknowledged at Section V, B.	ar Documents and the Addenda, receipt of
2.			d or withdrawn after the time set for the or a period of sixty (60) days following such
	Company:		
	Contact:		
	Address:		
	Phone:	Fax	
	Email:		
Auf	horized Representati	ve/Title Authorized Represen	tative Date

Company Name ( <i>printed</i> ):		
----------------------------------	--	--

MANDATORY SUBMITTAL

#### SECTION V – PROPOSAL FORMS

#### **B: ADDENDA ACKNOWLEDGEMENT**

The Offeror has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.	dated	Acknowledgement	
			Initial
Addendum No.	dated	Acknowledgement	
			Initial
Addendum No.	dated	Acknowledgement	
			Initial
Addendum No.	dated	Acknowledgement	
			Initial

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner's requirements.

#### C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

(1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE



#### C: CONTRACTOR AFFIDAVIT & AGREEMENT 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, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, 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 provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned 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	Date of Authorization
Name of Contractor:	
Name of Project:	
Name of Public Employer:	
I hereby declare under penalty of perjury that the foregoing is	s true and correct.
Executed on,, 201 in	
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_	E
Notary Public My Commission Expires:	

Company Name (nainted):	MANDATODY CUDMITTAL
Company Name ( <i>printed</i> ):	MANDATORY SUBMITTAL

#### D: PRICE PROPOSAL SCHEDULE

### (Must be submitted separately in a sealed envelope)

Provide testing, maintenance and repair of fire alarm system and other security related equipment as per the Scope of Services and Technical Specifications for Athens-Clarke County Buildings

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
1	ACC Correctional Institute	12	Month	\$	\$
2	ACC Correctional Food Prep Bldg	12	Month	\$	\$
3	Police Department	12	Month	\$	\$
4	Mental Health Facility	12	Month	\$	\$
5	Library	12	Month	\$	\$
6	Dougherty Street Building	12	Month	\$	\$
7	Courthouse	12	Month	\$	\$
8	City Hall	12	Month	\$	\$
9	Satula Avenue Building	12	Month	\$	\$
10	Department of Family & Children Services	12	Month	\$	\$
11	East Athens Technology Building	12	Month	\$	\$
12	East Athens Neighborhood Health Center	12	Month	\$	\$
13	Public Utilities Customer Service Center	12	Month	\$	\$
14	Fire Station #3	12	Month	\$	\$
15	Fire Station #4	12	Month	\$	\$
16	Fire Station #7	12	Month	\$	\$
17	Fire Station #8	12	Month	\$	\$
18	Fire Station #9	12	Month	\$	\$
19	Public Works Streets & Drainage	12	Month	\$	\$
20	Transit Multimodal Transportation	12	Month	\$	\$
21	Taylor Grady House	12	Month	\$	\$
22	Police East Substation	12	Month	\$	\$
23	Police West Substation	12	Month	\$	\$
24	Police Domestic Violence Bldg.	12	Month	\$	\$
25	Public Utilities Water Resource Center (Bob Snipes Building)	12	Month	\$	\$

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
26	Morton Theatre	12	Month	\$	\$
27	East Athens Community Park	12	Month	\$	\$
28	East Athens Dance Center	12	Month	\$	\$
29	Memorial Park Operations Center	12	Month	\$	\$
30	Sandy Creek Nature Center, ENSAT	12	Month	\$	\$
31	Parks Services Maintenance Center	12	Month	\$	\$
32	Sandy Creek Nature Center, Walker Hall Complex	12	Month	\$	\$
33	Sandy Creek Nature Center, Walker Hall Cabin	12	Month	\$	\$
34	Lyndon House	12	Month	\$	\$
35	Computer Information Services	12	Month	\$	\$
36	Facilities and Landscape Management Building	12	Month	\$	\$
37	CCCI Diversion Center	12	Month	\$	\$
38	Fire Station #6	12	Month	\$	\$
39	Bishop Park Pool	12	Month	\$	\$
40	Rocksprings Community Center Building, Pool & Splashpad	12	Month	\$	\$
41	East Athens Community Center Pool	12	Month	\$	\$
42	Thomas Lay Community Center Pool	12	Month	\$	\$
43	East Athens Community Park Splashpad	12	Month	\$	\$
	TOTAL			\$	\$

#### **SECTION VI - OPTIONAL FORMS**

#### E. BID LIST APPLICATION

#### We would like for this form to be turned in a minimum of four (4) days prior to bid

If you have an ACCUG Vendor Number please include it on the sealed envelope or container.

If you do not know your ACCUG Vendor Number, please call 706-613-3088 or email: <a href="mailto:accpurchasing@athensclarkecounty.com">accpurchasing@athensclarkecounty.com</a>

If you <u>DO NOT HAVE</u> an **ACCUG Vendor Number**, please fill out the bidder's list application attached below.

#### **SECTION VII DOCUMENTS CHECK LIST:**

PROPOSAL DOCUMENTS CHECKLIST:
1. Cover Letter
2. <u>Table of Contents</u>
3. <u>Business Information</u>
4. Qualifications and Experience
5. References/Reference Projects
6. Other Relevant Information
MANDATORY PROPOSAL FORMS (SECTION V) Offeror must complete, execute and include with the proposal the following mandatory documents:
A. Proposal form
B. Acknowledgement of Addenda
C. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
D. Schedule of Services/Supplies and Price Proposal (Must be submitted separately in a sealed envelope)
OPTIONAL FORMS (SECTION VI)
☐ E. Bidder's List Application

#### ATTACHMENT A

#### What Your Business Needs to Know about Georgia's E- Verify Requirements

#### (Effective July 1, 2013)

#### **E-Verify Contractor Requirements**

Georgia law, O.C.G.A. § 13-10-91, requires all businesses that contract with a public employer for labor or services by bid or by contract in which the labor or services exceed \$2499.99 to sign an affidavit attesting that they are registered for and use E-Verify unless 1) the contractor has no employees (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the Attorney General's website ) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found here.

#### **E-Verify Private Employer Requirements**

Georgia law, O.C.G.A. § 36-60-6, requires all businesses, with more than 10 employees that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with 10 or fewer employees are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found here.

#### What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

#### Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

#### What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number? No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

**How Do I Register for E-Verify?** To register for E-Verify, please visit the DHS website. If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at http://www.dhs.gov/e-verify.