



REQUEST FOR Proposal (RFP) RFP 19-003

Fire Extinguisher Service

March 19, 2019

To all Proposers:

The Hall County School District (hereinafter alternately "HCSD") Purchasing Department would like for you to supply us with **Fire Extinguisher Service**. Pricing shall remain firm for one (1) year (July 01, 2019 to June 30, 2020). At the pleasure of the Hall County School District, the contract may be extended for three (3) one-year extensions provided vendor agrees to provide same service at the stated contract price. The Hall County School District is a tax exempt organization.

The CLOSING for **RFP 19-003** is **April 17, 2019 at 5pm** (Eastern Standard Time).

Responses to this RFP must be in a sealed envelope and must be marked with your company name, and RFP number. Proposals received late will not be considered. Please allow ample time for postal delivery. If hand delivering to the stated address, proposals should be delivered to the receptionist. Please ensure that the addressing instructions are clearly identified.

For mailing purposes, please address to:

Hall County School District
Attn: Eric Radich, Purchasing
711 Green Street
Gainesville, Ga 30501

Please check with the Hall County website for additional updates or addendums pertaining to this solicitation. Feel free to contact Eric Radich at Eric.Radich@hallco.org if you have any questions pertaining to this solicitation.

To view/download all HCSD purchasing solicitations, visit our website at www.hallco.org, select the "Find" button, select the "Active RFP's/Bids" button. To request a packet for this solicitation to be sent to you, please contact Eric Radich at Eric.Radich@hallco.org.

Respectfully,

Eric Radich, Ed.S.

Hall County Schools



General Terms and Conditions

1.0 PREPARATION OF THE PROPOSAL

- 1.1 Proposals must be on the forms furnished with this Request for Quote (RFP). They must be submitted in a sealed envelope marked with your company name and "**RFP 19-003, Fire Extinguisher Service**" clearly marked on the outside of the envelope to the address listed on the RFP Invitation. Closing date for this RFP is **April 17, 2019 at 5pm**.
- 1.2 Vendor is instructed to carefully read all terms, conditions, and specifications as set forth in the RFP. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on any proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal will be rejected by the HCSD. Each vendor is required to furnish all information requested in the RFP.
- 1.3 Each vendor is responsible for having knowledge and understanding of all applicable State of Georgia Code and HCSD policies or procedures pertaining to HCSD procurement.
- 1.4 HCSD purchasing procedures are hereby acknowledged, understood, and agreed to by both parties and are hereby fully incorporated in this 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 COMMUNICATION WITH HCSD STAFF

- 2.1 All communication concerning this RFP must be submitted in writing to the HCSD Purchasing Department. The preferred method for communication with HCSD staff is email. Contact for this RFP is Eric Radich. He may be reached at Eric.Radich@hallco.org. Only written vendor questions regarding this RFP submitted via email. No response other than written, distributed by the HCSD Purchasing Department will be binding up the HCSD. End user departments may be called upon for clarification in the area of expertise at the discretion of the Purchasing Department. **Vendor questions must be received by April 10, 5:00pm**. All vendor questions will be answered and posted on the HCSD website for all vendors to see.
- 2.2 From the issue date of this RFP until the completion of the selection process and the award notification is announced, vendors are prohibited 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 the rejection of the vendor's response.
- 2.3 It is the vendor's responsibility to check the HCSD 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, plus Six (6) Copies of the RFP response and a digital copy (USB drive or CD) of Bid Form must be received by the Hall County School District, Attention: Eric Radich, Purchasing Department, 711 Green Street, Gainesville, Georgia 30501 no later than the date and time (as determined by receipt via hand, postal or delivery service) set forth in the RFP.**
- 3.2 Any proposal received after the designated time will be deemed late and will not be considered as a valid proposal by the HCSD. Telephone or Fax quotations in lieu of the RFP Form will not be accepted. The HCSD cannot and will not be responsible for tardiness of receipt due to delivery delays.
- 3.3 Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign the RFP and all obligations by such signature must be fulfilled.
- 3.4 Vendor agrees to waive any claims it has or may have against the HCSD, its Board employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any proposal or qualifications; (2) waiver of any representations under the proposal or documents; (3) approval or rejection of any proposal or qualifications; and (4) award of a contract.

4.0 SPECIFICATIONS

- 4.1 Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of catalogs or printed descriptions will not relieve the vendor of this requirement. The HCSD shall determine in its sole discretion whether substitutions or modification of the requested specifications are comparable to those contained within the RFP. If the HCSD 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 the specification set forth in their RFP may result in cancellation of the purchase and permanent removal from the authorized vendor list. If any items do not meet these specifications, the items will be picked up at the vendor's expense and removed from HCSD's property at the sole cost of the vendor.
- 4.3 For Goods: Unless specified otherwise, manufactures listed, in the RFP is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The HCSD 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 the minimum specifications as listed in the RFP document as well as current industry standards. Replacement units must be made available to the HCSD for review and approval prior to the end of life of the awarded model. The HCSD 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 specifically stated otherwise in the Special Terms and Conditions, prices must remain firm for a period of one year from the award date.
- 5.2 Vendors are advised that the actual number purchased/required may vary depending upon the needs of the HCSD and the availability of funds.
- 5.3 Proposals that contain minimum order amounts will not be accepted unless called for in

Special Terms and Conditions.

- 5.4 Pricing must be submitted on the Proposal Form as requested without condition unless called for in the Special Terms and Conditions.
- 5.5 For Goods: Bids must include all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

6.0 SAMPLES

- 6.1 When required, samples must be furnished at the vendor's expense.
- 6.2 Samples are to be tagged or labeled as directed in the Special Terms and Conditions.
- 6.3 Samples not used or destroyed in testing will be returned to the vendor at the vendor's request and at the vendor's expense. If the vendor does not arrange for pick-up of the samples as defined in the Special Terms and Conditions, samples will become property of the HCSD.

7.0 AWARDS

- 7.1 The HCSD 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 The HCSD 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 lowest responsive and responsible bidder meeting all specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, conditions set forth in the Request for Quote, and who is clearly capable of delivering the product or services specified. The lowest responsible bidder will not, therefore, always be the bidder who has submitted the lowest monetary bid. Award of bids will be made in the best interest of HCSD.
- 7.4 Purchases by the HCSD are not subject to Federal Excise Tax or State and Local 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 of the HCSD and approval by the Hall County Board of Education, 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 the bidders list.
- 8.4 Unless otherwise stated in the Special Terms and Conditions, the HCSD requires that all prices quoted will be firm for 12 months from award date of the contract.
- 8.5 By the signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products or 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 Terms and Conditions.
- 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 part.
- 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 Hall 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 the HCSD and the Vendor and contain the entire agreement between the parties and superseded 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 purpose, unless consented and agreed to by the HCSD in writing.
- 8.9 The HCSD reserves the right to review and accept or deny requests from price changes due to extenuating circumstances in the economy, market place, or acts of Mother Nature. This option will only be exercised if it is deemed in the best interest of the HCSD.

9.0 SHIPPING

- 9.1 All prices are to include delivery to the location(s) specified in the Proposal of the Purchase Order. All delivery for goods must be Free on Board (FOB destination), unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the HCSD.
- 9.2 In the event of damage, shortage, or other loss resulting from shipment to any HCSD facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between the vendor and the carrier.
- 9.3 The HCSD 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 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 the HCSD.

10.0 INVOICING

- 10.1 Payment will be made by the HCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the HCSD authorized representative.
- 10.2 All accounts are paid on a current basis. Best effort will be made by the HCSD 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 HCSD signature) at the 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 machine. Invoices will be paid within 30 days of receipt of the 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 the HCSD purchase order number.

11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT

- 11.1 Except as may be specifically permitted by the RFP, the 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 the HCSD, which consent may be withheld at its sole discretion.

12. INDEMNIFICATION

- 12.1 The successful Vendor shall be liable for any injury, damage or loss occasioned by

negligence or omission of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit HCSD property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. The Vendor's obligation under this section shall not extend to any liability caused by the sole willful negligence of the HCSD, or its employees.

13.0 TERMINATION

- 13.1 Termination - If the HCSD or the successful vendor(s) wish to cancel this contract, written notice of 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. The HCSD 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. The Vendor is responsible for frequently checking the district's website during the solicitation period for any potential addendums.

15.0 SPECIAL TERMS AND CONDITIONS

- 15.1 Should the General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will be adhered to.



SPECIAL TERMS AND CONDITIONS

1.0 PURPOSE AND OBJECTIVE

The HCSD is accepting proposals for **Fire Extinguisher Service**. The initial contract for the RFP is for one year in duration, with the opportunity for a yearly extension for up to 3 contract renewals utilizing the same general and special terms as set within this RFP. Renewal contract pricing will be discussed between entities prior to authorizing any contract renewal/extension.

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 HCSD 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 twelve Months from the date of award with options to renew with mutual agreement.
- 2.3 Price Modification-** Prices must remain firm for entire contract period (12 months). **HCSD will not accept the addition of surcharges such as fuel or any other related costs or fees that would alter the contract price during the contract term.** HCSD may entertain price modification if contractual renewal is sought and secured.
- 2.4 Clarification-** HCSD 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-** HCSD, at its sole discretion may invite finalists for a verbal presentation, meeting, and/or conference call. HCSD reserves the right to use any information obtained from vendor presentations in any part of the evaluation process.
- 2.6 Terms and Conditions-** HCSD expects the terms and conditions of this RFP, and all HCSD 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 HCSD ***may be deemed non-responsive and removed from consideration.*** **Agreement to HCSD 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.**
- 2.9 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

3.0 VENDOR QUALIFICATIONS

*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.***

- A.** In addition to the information requested below, Contractor must submit the document entitled **“Contractor Questionnaire”**. Information included in this document will be evaluated and utilized in award considerations.
- B. Firm Data and History-** Describe the history of your firm, including current structure specifically as it relates to the work to be performed under this contract. Information should highlight experience and competency to perform work herein. Provide information confirming that your company has been established as a fire suppression business for a minimum of five-years.
- C. Labor/Staff-** Contractor shall submit a statement pertaining to the labor/staff that will be utilized in the performance of this contract. This statement should include experience, qualifications, training, etc. Resume for each individual should include, but not limited to, contact information (phone, email, etc.), certifications, experience, and work history.
- D. References-** Please provide Three (3) References where similar size and scope is/was contracted. Include, but not limited to: Name of Entity, Name and Phone Number of Main Contact(s), Dates of Contract.

4.0 SCOPE OF WORK/SPECIFICATIONS: *Provide a written Scope of Work (SOW) detailing plan to implement, service, and manage this service contract in accordance with Hall County School District specifications, relevant laws, and industry “best practices”.*

4.1 Time Period: All work associated with this contract must be performed between July 1-July 31 each year. All work must be coordinated around summer school, summer activities, construction, etc.

4.2 Pricing: All pricing is to be all-inclusive, including annual inspection, state tag, and tamper seal. If service is required, FE service provider will be required to submit pricing quote for the work. Written authorization to proceed will be required prior to executing said work.

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

- Most extinguishers are 10# ABC type.
- Our school bus fleet have 5# ABC type extinguishers.
- The fire extinguisher service must comply with all state, federal and local regulations.
- A school listing with an approximate number of fire extinguishers (which may vary) is attached.

4.4 Semi-annual kitchen fire suppression system inspections: In addition to completion requirements listed I 4.1 through 4.3 above, these services must be completed again six months from the initial completion.

- A.** All inspections / testing per NFPA 17 requirements, as well as manufacturer requirements.
- B.** Full trip test with verification of fuel shutdown, as well as performance of any other manual or electrical connections to system
- C.** 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 6 months. All nozzle caps are to be replaced when needed, but not less frequent than 12 months apart. Metal caps, where installed, may be changed out per manufacturer instructions.
- D.** Piping is to be blown out annually, or more frequently and/or as needed by manufacturer.

5.0 COST SUBMISSION AND EVALUATION

- 5.1** All Bid Pricing Must Be **Fixed for one (1) year** from the contract start date.
- 5.2** All pricing should be priced as FOB Destination, **including all shipping and handling charges.**
For purchases under this contract, HCSD will not pay additional surcharges, shipping or handling.
- 5.3 Submission of Cost** – Utilize the provided Price Sheet to submit your cost proposal.
- 5.4 Evaluation-** HCSD Purchasing Department will lead an evaluation committee to analyze qualified responsive bids. All responsible qualified bids will be subjected to a fair and unbiased review. Point values will be determined by the committee with the overall cost being the highest weighted criteria of the evaluation. Bidders are notified that cost will not be the sole determinant of the evaluation. Both non-cost and cost will be the focus of the evaluation committee.

6.0 PROPOSAL EVALUATION

The selection of the Contractor(s) will be based on the review of several key elements in the proposals submitted. They include the following criteria:

#	Description	Possible Points
1.	Non-Cost	40
	Qualifications, References, Experience, Staff	
2.	Cost	60
	Total Points Available	100

Cost Evaluation Formula: (Lowest Price/R-where "R" represents the cost of proposal currently being ranked) x Points = Score



THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.

RFP 19-003 - CONTRACT AGREEMENT

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

Withdrawals, cancellations, etc., will not be accepted unless a HCSD purchasing representative gives authorization. In the event vendors fail to comply, they may be removed from the vendors' list.

Company Name

Representative's Signature (Must be signed in ink)

Address

Representative's Name (Please type or print)

City, State, and Zip Code

E-Mail Address

Date

Telephone Number and Extension

Terms (If payment terms are not indicated, will be determined to be net 30 days).

Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

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 HCSD.



RFP 19-003 Vendor Questionnaire

VENDOR QUESTIONNAIRE

Questionnaire information will be utilized in the evaluation of this Bid. 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.

1. How long have you been in business? _____
2. Provide background information on your company, including delivery and warehousing capabilities, as well as any financial ratings available.

3. Have you done business with other school systems (circle one)?

Yes No

If **yes**, name system and volume of business:

4. Have you done business (at any level) with a Hall County School District school (circle one)?

Yes No

If **yes**, please provide name of schools:

Name of Company: _____

Address: _____

Signature of Vendor: _____



VENDOR REFERENCE SHEET

References will be utilized in the evaluation of this Bid. 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 HCSD 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.

1. Company: _____

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

2. Company: _____

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

3. Company: _____

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address



RFP 19-003 Fire Extinguisher Service
Checklist

The following items must be completed and submitted with your Bid in order for your response to be considered:

- ☐ Submitted Six copies plus an original of the Bid
- ☐ Submitted digital copy of bid form (USB drive or CD)
- ☐ Contract Agreement - signed by an authorized company representative
- ☐ Specifications and Bid Form
- ☐ Vendor Questionnaire
- ☐ Vendor Reference Sheet
- ☐ Signed Copy of all Addendums
- ☐ E-Verify Affidavit
- ☐ Anything specified in the Special Terms and Conditions, etc:
 - Fully executed Fire Extinguisher Service Pricing Sheet
 - Certificate of Liability and Worker's Compensation Insurance
 - Georgia Safety Fire Commissioner's License
 - Business License

Vendor: _____ Vendor Rep Signature: _____