

County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641 Post Office Box 421270, Georgetown, SC 29442-4200 (843)545-3082 · Fax (843)545-3500 · <u>purch@gtcounty.org</u>

## **REQUEST FOR PROPOSALS (RFP)**

BID NUMBER: 23-065

ISSUE DATE: Monday, October 30, 2023

#### **OPENING DATE: Wednesday, November 29, 2023**

**OPENING TIME: 3:00 PM (ET)** 

Bid Opening Location: Hybrid-By Virtual Meeting Link & Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection: [Voluntary, by appointment]

#### PROCUREMENT FOR: <u>Fire Systems: Inspection, Monitoring and Maintenance</u>

All bids <u>must be</u> submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <u>https://www.gtcounty.org/172/Purchasing</u> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, inperson, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contact:	Nancy Silver
Phone	(843)545-3076
Fax:	(843)545-3500
E-mail:	nsilver@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

# **Intent to Respond**



# REF: <u>RFP #23-065, Fire Systems: Inspection, Monitoring and Maintenance</u>

If your company intends to respond to this solicitation, please complete and return this form to be included on the email list to receive addenda regarding this solicitation. We also encourage you to visit our website at <u>County of Georgetown Current Solicitations | Vendor Registry</u> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at <u>www.gtcounty.org</u>, then select "Bid Opportunities" under Quick Links at the bottom of the page to be redirected to the County's e-procurement system.

Our firm **<u>does</u>** intend on responding to this solicitation.

Our firm **<u>does not</u>** intend on responding to this solicitation.

Company Name:
Address:
Contact Person:
Telephone:
FAX:
E-Mail:
How did you hear about this opportunity?
Reason if <b><u>not</u></b> responding:

#### Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to <a href="mailto:purch@gtcounty.org">purch@gtcounty.org</a>
- or by FAX to (843)545-3500.

[End of Intent to Respond]

#### **Time Line: Request for Proposal #23-065**

Item	Date	Time	Location*
Advertised Date of Issue:	Monday, October 30, 2023	n/a	n/a
Site Inspection:	Voluntary, by appointment	n/a	See Exhibit A
Deadline for Questions:	Wednesday, November 15, 2023	3:00PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, November 29, 2023	3:00PM ET	Electronic
*Bid Opening & Tabulation:	Wednesday, November 29, 2023	3:00PM ET	Hybrid

\*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

#### **Request for Proposal #23-065 Fire Systems: Inspection, Monitoring and Maintenance**

#### 1) Intent

The purpose of this Request for Proposal is to provide a primary agreement for **Fire Systems: Inspection**, **Monitoring and Maintenance** to include fire alarm monitoring, fire alarm system inspections, fire sprinkler systems inspections, backflow inspections and testing and fire systems maintenance and repair. This bid also includes some kitchen hood cleaning and inspections as listed on the attached *Exhibit A*. It is the intent of the County of Georgetown, South Carolina to enter into a term agreement with a reputable fire system contractor to provide these services on County owned equipment, located throughout the County and including those facilities and services indicated in *Exhibit A* attached.

# 2) Scope of Services

The scope of work shall consist of annual service, inspection, testing, monitoring, and maintenance to County owned fire systems. It shall also include kitchen hood cleanings and inspections at some locations as indicated on the attached *Exhibit A. Exhibit B* shows a listing of the County's current equipment. While the three (3) Midway Fire Stations currently listed on Exhibit B show kitchen hoods, cleanings and inspections are intentionally not included as part of the services to be provided as indicated in Exhibit A and on the mandatory bid submittal form.

- 3) <u>Site Inspections</u> Contractors shall contact Mr. Rob Burriss of Georgetown County Facility Services at phone number (843) 458-6239 to schedule site visits for all locations. However, any questions must be addressed in writing to Ms. Nancy Silver at <u>nsilver@gtcounty.org</u> for formal response by addendum.
  - a) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and <u>to check all dimensions at the site</u>.
  - b) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities materials and equipment and other conditions relating to services and labor.
  - c) The bidder shall examine the premises and the site and compare them with any applicable exhibits and specifications. He/she shall familiarize themselves with the existing conditions and equipment.
  - d) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents

and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

e) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

#### 4) <u>Specifications</u>

The attached detailed specifications must be complied with in providing the services identified herein.

#### a) Bidding Condition of Price

The total Bid price includes all work set forth in the RFP, all labor related expenses, including without limitation, travel and fuel costs, all general and administrative overhead and profit. No other mark-ups, surcharges, or fees will be allowed. Bid prices must be fixed for the initial contract period, except the County shall be advised of, and receive the benefit of, any price decrease. The contractor must agree to provide written price reduction information within ten (10) days of its effective date.

#### b) <u>Service</u>

All bidders are required to have an adequate service organization with local service representative for the geographical area for which the bid is applicable. The service representative should be employed by the bidder or designated by him as his authorized representative on a full time basis and not as a sub-contractor.

#### c) <u>Term/Option To Extend:</u>

The initial contract period will be for a one (1) year period. This contract will automatically extend on each anniversary date unless either party elects otherwise. The extensions may be less than, but will not exceed four (4) additional one year periods, for a total potential of five (5) years maximum, after which these services will need to be resolicited. If the contractor elects not to extend on the anniversary date, the contractor must notify the Purchasing Officer of its intention in writing 90 days prior to the anniversary date.

#### 5) Parts

As the awarded maintenance contractor within the area, it is the desire of the County to insure that the fire equipment remain operational at all possible times. Therefore, the County requests that the awarded contractor maintain access to obtaining repair parts within a 24 - 48 hour time period.

- a) If the Contractor cannot obtain parts or perform services within a reasonable time period, the County, at its sole discretion, may obtain parts and/or service from another provider with no affect upon this Agreement. The Contractor agrees to work with the County as necessary to obtain these parts and/or services to bring the apparatus on line in the quickest and most cost effective manner.
- b) The County shall be the sole determiner of "reasonable".
- c) In the event the equipment fails and service cannot be restored within 24 hours, the decision to install an alternate apparatus shall require prior approval by the County. Failure to receive prior approval may result in non-payment for any costs associated with the use of the apparatus.

# 6) <u>Technicians</u>

The Contractor must employ, at a minimum, two (2) qualified technicians to work on the equipment as identified herein. Technicians must be employed by the Contractor by the effective date of the Contract.

Contractor shall provide documentation/verification that service personnel have had training within a minimum of two (2) years "hands on" experience with the equipment identified herein.

# 7) <u>Repairs</u>

All emergency calls for unscheduled service shall be provided as necessary to diagnose problems and perform any repairs or adjustments between scheduled inspections and shall be pursuant to the Labor Rates quoted on the Bid Form.

- a) Emergency services are to be available 365 days per year, 24 hours per day.
- b) Contractor must respond within one (1) hour of the County's call(s) for service and must be at the location of the required service within two (2) hours after notification by the County.
- c) The Proposers will include with this bid, a 24 hour service telephone number, the Service manager's telephone number and an alternate phone number where service personnel can be reached in the event of an emergency. Any changes in management and/or phone numbers must be communicated to the County.
- d) Failure to provide emergency services as identified herein may result in termination of the Agreement.
- e) Labor rates shall include all transportation costs and equipment necessary to perform annual/semiannual/monthly maintenance/preventative maintenance. No allowances shall be made for transportation costs and routine/standard equipment.
- f) In the event additional equipment is necessary to perform services, the Contractor shall receive prior approval in writing from the County. Failure to obtain prior approval may result in non-payment by the County.
- 8) <u>Reports and Documentation/Deliverables</u>

Each location as listed in the attached Exhibit A shall be provided with a single itemized invoice for that locations annual/semi-annual inspections in order to minimize confusion/duplication of invoices. The Contractor shall complete and furnish reports for each maintenance/service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/annual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the County
- Date and time of arrival at location
- Type and model of equipment
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part(s) order (if applicable)

Each report must be signed by the designated County Representative for each unit within each building location which certifies the units are functional.

9) Proposal Requirements

Proposers shall provide one (1) electronic, reproducible original RFP submittal in pdf format, clearly labeled with the firm's name and the bid number. The RFP response must be complete, clear and concise, not to exceed fifty (50) 8<sup>1</sup>/<sub>2</sub>" x 11" pages (may be fewer) and numbered at the bottom right hand corner

of the page. The submittal shall use a minimum 12-point Times New Roman font. All sections shall be clearly labeled as listed below for ease of evaluation. The County's Mandatory Bid Submission Forms included herein will not count towards the page limitation. All other pages will apply to the page limitation.

Proposers are encouraged to follow in their responses the sequence of the proposal requirements outlined here. Responses should be clear and relevant. Proposals should provide the detail necessary to allow the County to properly evaluate the offeror's proposal to provide the required services. The County does not accept liability for any costs, which the Proposer may incur, in responding to this RFP. Any cost(s) shall be the responsibility of the Proposer alone.

Respondents shall submit the following items in the format provided as a complete proposal:

#### 9.1 <u>Cover Letter & Background</u>

The offeror shall complete and submit a cover letter to summarize key elements of the proposal. Summarize your Firm's understanding of the County's intent, the work to be performed, and the objectives to be accomplished.

An individual authorized to bind the Contractor must sign the cover letter and attached Mandatory Submittal Forms. The letter must stipulate that the proposal price(s) will be valid for a period of at least ninety (90) days. The cover letter shall indicate the mailing address, physical address (if different) and telephone number of the Contractor's office as well as the main contact person's name and email address for proposal questions and the name and email address (if different) of the authorized person for issuance of formal letters and/or contract purposes.

# 9.2 Qualifications & Implementation

The information requested in this section should describe the qualifications of the firm, key staff and subcontractors performing projects within the past five (5) years that are similar in size and scope to that requested in the RFP. This section should also include how the firm would implement fire-intruder protection systems, inspection, monitoring, and maintenance for Georgetown County and the locations described should they receive the award. Information shall include the following:

- a. Names and resumes of key staff that would be heavily involved with this contract.
- b. Provide copies of any licenses and/or certifications your firm or key personnel hold for the services required within this RFP.
- c. Provide a summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested herein. Provide a description of the firm's specialized experience and technical competence of key team members.
- d. Provide a transition plan with a timeline detailing the actions your firm would take if awarded the contract to make the transition to your Firm smooth and seamless. Explain any and all requirements you would have of County staff for assistance with this transition.
- e. Provide an implementation plan that describes in detail (a) the methods, including controls by which your firm manages work of the type sought by this RFP; and (b) any other

project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work for the County.

- f. See the attached *Exhibit B* "Problems" column and advise if you were to receive this contract, what actions your firm would take to resolve these issues.
- g. The County has had problems in the past with missed inspection dates, missing inspection reports, and incorrect billing of invoices. Advise how your firm handles this process currently and identify how you might prevent/address any issues regarding these items. Provide an example of the requested documentation (i.e. service tickets/ invoice/ inspection report).
- h. The firm shall have a substantial amount of the resources to be utilized under the Contract located within a reasonable distance of the County, both for convenience and timely responsiveness to the County. Explain how your firm is able to meet this criteria and respond to emergency repairs in a timely fashion.
- i. Provide a detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the County's and Industry requirements.
- j. Provide a detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.
- k. List any Subcontractors that the Contractor would use for the requested services. Please note that the contract would be with the selected Contractor only and prices should reflect any and all costs that the Contractor would need for payment of their own subcontractors.

# 9.3 <u>References & Past Record of Performance</u>

- a. Provide at a minimum three (3) references (preferably of similar size and scope) that received similar services from your organization. The County reserves the right to contact any of the organizations or individuals listed. Information shall include:
  - Client name, address, contact person name, telephone and email address.
  - Contract description
  - Contract start and end dates
  - Identify services and if any, subcontracted services, and to what other company.
- b. Provide brief examples of current & past work on similar monitoring, inspection, and maintenance agreements. Demonstrate your Firm's experience in commercial and/or government Fire systems inspection, monitoring, and maintenance.
- c. Identify a minimum of two (2) areas that your firm has excelled in. Identify a minimum of two (2) areas that your firm could improve upon. Explain any steps your Firm has taken or expects to take towards improving these areas.
- 9.4 <u>Cost</u>

Provide your organization's price proposal for each of the services requested within this RFP on the provided Mandatory Bid Submittal Form. If awarded, the prices provided will remain constant throughout the term of the contract. Failure to provide pricing on the required mandatory bid submittal form may result in your proposal being deemed non-responsive and rejected.

Provide any additional costs that your firm may charge that have not been addressed on the mandatory bid submittal form (i.e. transition related charges, proposed necessary equipment upgrades for problem resolutions, etc.).

#### 10) Evaluation & Selection

The County's Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. The Committee may elect to seek additional information from any or all proposers. The Committee may elect to interview offerors to aide in their evaluation process. Price shall be considered, but need not be the sole determining factor. The following criteria will be used in the evaluation process:

Ranking of Criteria		Maximum
Bidders will be evaluated on the following criteria:		Points
A.	Qualifications & Implementation:	40 points
В.	References & Past Record of Performance:	30 points
C.	<u>Cost</u> :	30 points
Maxin	100 points	

If necessary, the County reserves the right to negotiate with the highest ranked offeror. If negotiations are not deemed satisfactory with the highest ranked offeror, negotiations may be performed with the second highest ranked offeror, and so on and so forth until an acceptable negotiation can be made. The County of Georgetown is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful firm will be expected to sign a contract with the County of Georgetown. The successful firm shall execute and return the contract documents to the County within fifteen (15) days of receipt. The County reserves the right to include additional terms and provisions, as negotiated.



#### Instructions for Bidders RFP #23-065 Fire Systems: Inspection, Monitoring and Maintenance

# These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

# 1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Nancy Silver, Purchasing Officer Post Office Box 421270, Georgetown, SC 29442-4200 Fax: (843) 545-3500 Email: nsilver@gtcounty.org

- Sealed bids to provide <u>Fire Systems: Inspection, Monitoring and Maintenance</u> shall be received electronically through the County's Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered <u>NON RESPONSIVE</u>. An official authorized to bind the offer must sign all bids submitted.
- Inclement Weather/Closure of County Courthouse
   Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an
   alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number
   before the bid opening time so that members of the public may attend the meeting virtually.
- 4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

# 5. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

- 6. <u>No Bidder may submit more than one bid</u>. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
- 7. <u>Definitions:</u>
  - a) The terms "Proposer", "Offeror", "Vendor" or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.
  - b) The term "Fire Systems: Inspection, Monitoring and Maintenance", "Work" or "Service" refers to the complete set of services as specified in this document, in every aspect.
  - c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
  - d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
  - e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably that those who cannot.
- 8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.
- 9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
- 10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
- 11. <u>Title VI of the Civil Rights Act of 1964</u>: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown

County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <a href="http://www.gtcounty.org/about/faqs.html">http://www.gtcounty.org/about/faqs.html</a>.

- 12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
- 13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
- 14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
- 15. <u>Publicity releases</u>: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
- 16. <u>Material Safety Data Sheets</u>: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
- 17. <u>Ownership of Copyright</u>: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
- 18. <u>Ownership of Documents</u>: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
- 19. <u>Affirmative Action</u>: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

- 20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
- 21. Federally Funded Construction Contracts Over \$2,000:
  - a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: <u>https://sam.gov/content/wage-determinations</u>
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c) Copeland "Anti-Kickback" Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.
- 22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

# 23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

# 24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees,

segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractor s prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

# 26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at <u>www.georgetowncountysc.org</u>, select "Bid Opportunities" from the Quick Links box. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Request for Proposal covers the estimated requirements to provide <u>Fire Systems: Inspection</u>, <u>Monitoring and Maintenance</u> for the <u>Georgetown County Public Services Department</u>, <u>Facility Services</u> <u>Division</u>. The purpose is to establish firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department/Location.

# 28. TERMS OF AGREEMENT / RENEWAL

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

# 29. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

- 30. <u>Bids must be made on Proposal or Bid Form furnished or will be rejected</u>. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.
- The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. <u>General Liability</u>

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. <u>Minimum Limits</u>

General Liability: \$1,000,000 General Aggregate Limit \$1,000,000 Products & Completed Operations \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence Limit \$50,000 Fire Damage Limit \$5,000 Medical Expense Limit

b. <u>Automobile Liability</u>

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. <u>Minimum Limits</u>

Automobile Liability:

\$1,000,000 Combined Single Limit\$1,000,000 Each Occurrence Limit\$5,000 Medical Expense Limit

c. <u>Workers' Compensation</u>

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. <u>Owners' & Contractors' Protective Liability</u>

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. <u>Professional Liability (a/k/a Errors and Omissions)</u>

Minimum limits are \$1,000,000 per occurrence.

- f. <u>Coverage Provisions</u>
  - 1. All deductibles or self-insured retention shall appear on the certificate(s).
  - 2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
  - 3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
  - 4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
  - 5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
  - 6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
  - 7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

- 8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- 9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- 10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

#### 31. Workman's Compensation Coverage

Georgetown County, SC will require <u>each contractor and service provider</u> to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <u>https://www.wcc.sc.gov/</u>

#### 32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### 33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

#### 34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

## 35. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown Accounts Payable, Finance Dept. P.O. Box 421270 Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

#### South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

#### 36. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

#### 37. <u>Termination</u>

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

#### a. <u>Termination for Convenience</u>

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

#### b. <u>Termination for Cause</u>

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

#### c. <u>Non-Appropriation:</u>

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

#### 38. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

#### 39. <u>Severability</u>

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

#### 40. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

#### 41. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

#### 42. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

#### 43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

#### 44. Notice of Award

A Notice of Intent to Award will be mailed to all respondents.

#### 45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

#### 46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, subcontractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

#### 47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

#### 48. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

49. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

# 50. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Request for Proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

# 51. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

# 52. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <a href="http://www.gtcounty.org/176/Building-Department">http://www.gtcounty.org/176/Building-Department</a>.

# 53. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

# 54. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <u>http://www.georgetowncountysc.org</u>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

- 55. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- 56. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

- 57. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
- 58. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

59. Due to the unique nature of the services sought, the County's Local Vendor Preference is waived for this solicitation.

#### 60. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- RFP Submittal [50-pages maximum]
- Non-Collusion Affidavit/Oath
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page
- Addendum Acknowledgement (if applicable)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

#### [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



# **Non-Collusion Affidavit/Oath** RFP #23-065, Fire Systems: Inspection, Monitoring and Maintenance MANDATORY BID SUBMITTAL FORM

# COUNTY OF:\_\_\_\_\_)

STATE OF: )

being first duly sworn, has made oath that they are the (Print/Type Name of Person Authorized to Bind Company)

 (Print/Type Title-i.e. Owner, President, etc.)
 of

 (Print/Type Company Name)

the party making the foregoing proposal that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to secure any advantage against Owner or any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or date relative to any association or to any member or agent thereof.

Signature of Offeror:

Sworn to and subscribed before me this	day of	, 2023.

Official Signature of Notary:

Notary's Printed or Typed Name:

My Commission Expires:

# **Affix Notary Seal Below:**

# MANDATORY BID SUBMITTAL FORM RFP #23-065 <u>Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance</u>

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

# 1. Name of Company submitting bid: \_\_\_\_\_

#### 2. Cost of Annual Services:

Location	Service Required	(A) Fire Alarm (Annual Cost)	(B) Alarm Monitoring (Annual Cost)	(C) Fire Sprinkler (Annual Cost)	(D) Backflow (Annual Cost)	(E) = (A+B+C+D) Total Annual Cost
Airport Terminal	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Andrews Recreation Center	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Choppee North West Recreation Center	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Detention Center	Annual- Fire Alarm Inspection/Test & Service;Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	N/A	\$	N/A	\$
DSS	Annual-Fire Alarm Inspection/Test & Service	\$	N/A	N/A	N/A	\$
Historic Courthouse	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	\$	\$	N/A	N/A	\$

Howard Recreation	<u>Annual</u> -Fire Alarm Inspection/Test & Service; Alarm Monitoring	ć	ć	NI (A	NI/A	
Center	Annual-Fire Alarm Inspection/Test & Service;	\$	\$	N/A	N/A	\$
Judicial Center	Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Library Andrews	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	\$	\$	N/A	N/A	\$
Library Carvers Bay	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	\$	\$	N/A	N/A	\$
Library Georgetown	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	\$	\$	N/A	N/A	\$
Library Southern	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Library Waccamaw	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Litchfield Exchange	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Midway Fire Station 81	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Midway Fire Station 82	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Midway Fire Station 83	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Murrells Inlet Community Center	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Waccamaw Recreation Center	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	\$	\$	\$	\$	\$
Total Annual Cost for <u>ALL</u> Locations			\$			

## 3. Cost of Semi-Annual Services:

Location	Service Required	(A) Hood Inspection (EACH)	(B) Hood Cleaning (EACH)	X 2	(A + B) x 2 = Total Annual Cost
Detention Center	Semi-Annual-Kitchen Hood Cleaning & Inspection (twice per year)	\$	\$	x 2	\$

#### 4. Labor Rates:

Labor rates for unscheduled maintenance and repairs as identified herein.

Labor	Regular Time (\$/Hour)	Over Time (\$/Hour) (Weekends & after regular business hrs. on weekdays, if applicable)
Technician (Fire Alarm Systems)		
Includes Transportation	\$	\$
Technician (Security/Intruder Systems)		
Includes Transportation	\$	\$
Technician (Sprinkler Systems)		
Includes Transportation	\$	\$
Technician (Kitchen Hood Suppression		
Systems)		
Includes Transportation	\$	\$

5. Over Time may apply to hours outside our regular business hrs. of:

6. <u>Material Rate:</u> Percentage over cost: \_\_\_\_%

#### 7. SC Sales Tax #

Georgetown County is <u>not</u> exempt and is subject to 6% SC Sales Tax on applicable purchases. If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Number on the line above, otherwise write "NO" on the line above.

- 8. Bid cost must remain valid ninety (90) days from bid opening date.
- 9. Contact Address:

10. Contact Person		
	Fax Number	
12. E-Mail address		
13. Remittance Address:		
14. Accounting Contact:		
15. Telephone Number	Fax Number	
16 E-Mail address		

17. List three (3) customer references (preferably government) for similar size and scope of services:

Entity Name:	
Contact:	

Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	

Brief Explanation of Relationship:	
------------------------------------	--

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

#### 18. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <a href="https://www.epls.gov/">https://www.epls.gov/</a> for additional information.]

- 19. If the bid is accepted, the required Contract must be executed within fifteen (15) days of written notice of formal award of Contract.
- 20. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?
  - Yes No
- 21. <u>Acceptance of Invitation for Bid Content</u>: The contents of the successful IFB/RFP/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

#### 22. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

#### 23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes No

- 24. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
- 25. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposals No. <u>23-065</u> were received.

## 26. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

Yes No

Is the bidder a Minority Business certified by another governmental entity?
Yes No
If so, please list the certifying governmental entity:
Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?
Yes       No         If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?         %
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?
Yes       No         If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?        %
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
Traditional minority
Traditional minority, but female
Women (Caucasian females)
Hispanic minorities
DOT referral (Traditional minority)
DOT referral (Caucasian female)
Temporary certification

SBA 8 (a) certification referral

U Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

27. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

28.

#### **INFORMATION ONLY:**

U Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment?

Our company does not accept VISA government procurement cards.

29. Printed Name of person binding bid:

30. Signature (X)\_\_\_\_\_

31. Date: \_\_\_\_\_

# **<u>NOTE</u>**: THE ENTIRE SOLICITATION PACKET NEED NOT BE RETURNED. Thank you.



# **EXCEPTIONS PAGE**

# **<u>RFP #23-065, Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance</u> <u>MANDATORY BID SUBMISSION FORM</u>**

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".

# EXHIBIT A

Location	Adderss	Service Required	Main Contact	Main Contact Email	Main Contact Phone Number	Alternate Contact	Alternate Contact Email	Alternate Contact Phone Number	
Airport Terminal	129 Airport Rd.,Georgetown, SC 29440	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Jim Taylor	jtaylor@gtcounty.org	M (843) 630-2652	William Brown	william.brown@chslog.com	M (843) 240-1320	
Andrews Recreation Center	220 South Ceder Ave.,Andrews, SC 24510	<u>Annual</u> -Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Wora White	ewhite@gtcounty.org	M (843)-241-6713	Beth Goodale	bgoodale@gtcounty.org	M (843)-318-1735	
Choppee North West Recreation Center	8259 Choppee Rd., Georgetown, SC 29440	<u>Annual</u> -Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Tim Mention	tmention@gtcounty.org	M (843)-833-1604	Beth Goodale	bgoodale@gtcounty.org	M (843)-318-1735	
Detention Center	2394 Browns Ferry Rd.,Georgetown, SC 29440	Annual- Fire Alarm Inspection/Test & Service;Fire Sprinkler Inspection/Test & Back Flow Inspection/Test; <u>Semi-Annual</u> -Kitchen Hood Cleaning & Inspection (twice per year)	Mark Goude	mgoude@gtcounty.org	O (843)-545-3400 M (843)-503-6882	Mark Gumpert	mgumpert@gtcounty.org	M (843)-344-0369	
DSS	330 Dozier St., Georgetown SC 29440	Annual-Fire Alarm Inspection/Test & Service	Sadie Gibson	Sadie.Gibson@dss.sc.gov	O (843)-546-5134 M (843)-598-8957	Latasha Moultrie	N/A	M (843)-543-1504	
Historic Courthouse	129 Screven St. Georgetown, SC 29440	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	Donny Cummings	dcummings@gtcounty.org	O (843)-545-3556 M (843)-833-9349	Pat Sanders	psanders@gtcounty.org	M (843)-461-5571	
Howard Recreation Center	1610 Hawkins St., Georgetown, SC 29440	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	Beth Goodale	bgoodale@gtcounty.org	M (843)-318-1735	Vanessa Brown	vmbrown@gtcounty.org	M (843)-855-1449	
Judicial Center	401 Cleland St., Georgetown, SC 29440	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Rob Burris	rburriss@gtcounty.org	O (843)-545-3328 M (843)-458-6239	Alma White	awhite@gtcounty.org	M (843)-240-8308	
Library Andrews	105 N Morgan Ave., Andrews, SC 29510	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	Hailey Davis	hdavis@gtcounty.org	M (843)-344-7843	Olean Avant	oavant@gtcounty.org	M (843)-834-2058	
Library Carvers Bay	13048 Choppee Rd., Hemingway, SC 29554	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	Marilynn Robb	mrobb@gtcounty.org	M (843)-340-1054	Shantell Linnen	slinnen@gtcounty.org	M (843)-319-0511	
Library Georgetown	405 Cleland St., Georgetown, SC 29440	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring	Trudy Bazemore	tbazemore@gtcounty.org	M (843)-997-1892	Shelia Sullivan	ssullivan@gtcounty.org	M (843)-359-3011	
Library Southern	4219 Powell Rd.,Georgetown,SC 29440	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Sharea Drayton	sdrayton@gtcouty.org	M (843)-359-6125	Elmond Obispo	eobispo@gtcounty.org	M (843)-446-5913	
Library Waccamaw	41 St. Pauls Place, Pawleys Island, SC 29585	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Tamara McIntyre	tmcintyre@gtcounty.org	O (843)-545-3623 M (814) 688-0272	Jasmine Lewis	jlewis@gtcounty.org	M (843)-833-8890	
Litchfield Exchange	14363 Ocean Hwy, Pawleys Island, SC 29585	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Gary Davis	gdavis@gtcounty.org	O (843)-545-3329 M (843)-503-6307	Donny Cummings	dcummings@gtcounty.org	O (843)-545-3556 M (843)-833-9349	
Midway Fire Station 81	67 St. Pauls Place, Pawleys Island, SC 29585	Inspection Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Bill Collins	mcollins@gtcounty.org	O (843)-545-3658	Mike Kallette	mkalette@gtcounty.org	O (843)-545-3610 M (843)-331-5338	
Midway Fire Station 82	112 Beaumont Dr., Pawleys Island, SC 29585	Inspection Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Bill Collins	mcollins@gtcounty.org	O (843)-545-3658	Mike Kallette	mkalette@gtcounty.org	O (843)-545-3610 M (843)-331-5338	
Midway Fire Station 83	56 Firehouse Dr.,Pawleys Island, SC 29585	Inspection/Test Inspection Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Bill Collins	mcollins@gtcounty.org	O (843)-545-3658	Mike Kallette	mkalette@gtcounty.org	O (843)-545-3610 M (843)-331-5338	
Murrells Inlet Community Center	4462 Murrells Inlet Rd. Murrells Inlet, SC 29576	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Tonya Hodge	thodge@gtcounty.org	M (843)-503-6833	Beth Goodale	bgoodale@gtcounty.org	M (843)-318-1735	
Waccamaw Recreation Center	83 Duncan Lane, Pawleys Island, SC 28585	Annual-Fire Alarm Inspection/Test & Service; Alarm Monitoring; Fire Sprinkler Inspection/Test & Back Flow Inspection/Test	Beth Goodale	bgoodale@gtcounty.org	M (843)-318-1735	Jason Walters	jwalters@gtcounty.org	M (843)3526473	

<u>EXHIBIT B</u>																
FACILITY	ADDRESS	PANEL TYPE	MAIN FIRE ALARM PANEL	ANNUNCIATOR	SMOKE SENSOR ADDRESS- ABLE	HEAT DETECTOR RESTORABLE	DUCT SENSOR ADDRESS- ABLE	PULL STATION	AUDIO- VISUAL ADDRESS- ABLE	MONITOR IAM/ZAM /RELAY	SP-WET	SP-BACK- FLOW FIRE	KITCHEN HOOD TEST & INSPECT	QTY	KITCHEN HOOD CLEANING	QTY PROBLEMS
Airport Terminal	129 Airport Rd., Georgetown, SC 29440	Simplex 4010	1	1	42	2		10	25		1	1				
Andrews Recreation Center	220 South Ceder Ave., Andrews, SC 24510	EST IO 1000	1		24	2	4	3	33							
Choppee North West Recreation Center	8259 Choppee Rd., Georgetown, SC 29440	Simplex 4100ES	1		17	2	4	10	32		1	1				
Detention Center	2394 Browns Ferry Rd., Georgetown, SC 29440	Gamewell FACP	1	1	89	6	11	20	34		1	1	System-KH-ANSUL	1 1	(H-Clean	1
DSS	330 Dozier St., Georgetown SC 29440	Simplex 4010	1		19			4	4							Out Dated not working need to replace
Historic Courthouse	129 Screven St. Georgetown, SC 29440	Esdwards Quickstart	1		74	3	13	16	79							Front annunciator panel not working
Howard Recreation Center	1610 Hawkins St., Georgetown, SC 29440	Simplex 4100ES	1		68	2	4		8							
Judicial Center	401 Cleland St., Georgetown, SC 29440	Simplex 4100U	1		39	8	15	18	96		1	1				
Library Andrews	105 N Morgan Ave., Andrews, SC 29510	Honeywell Vista	1	2	18	1		5	20							
Library Carvers Bay	13048 Choppee Rd., Hemingway, SC 29554	Simplex 4010	1	1	2		6	3	20							
Library Georgetown	405 Cleland St., Georgetown, SC 29440	Simplex 4002	1		24	2	3	5	7							Making a beeping sound and can't turn it off
Library Southern	4219 Powell Rd., Georgetown, SC 29440	Notifier NFW-100x	1	1	5	2		3	19							
Library Waccamaw	41 St. Pauls Place, Pawleys Island, SC 29585	4100ES	1		7	1		7	26	5						Not working missing main board
Litchfield Exchange	14363 Ocean Hwy, Pawleys Island, SC 29585	Simplex 4100U	1		12		6	7	28		1	1				
Midway Fire Station 81	67 St. Pauls Place, Pawleys Island, SC 29585	Fire Light MS-5UD	1		6	12			5		1	1	System-KH-Hood	1 1	(H-Clean	1
Midway Fire Station 82	112 Beaumont Dr., Pawleys Island, SC 29585	Radionics D7212	1		9	8	1	9	14		1	1	System-KH-Hood	1 1	(H-Clean	1 This panel needs to be replaced
Midway Fire Station 83	56 Firehouse Dr., Pawleys Island, SC 29585	Slimpex 4004	1		9			1	10		1	1	System-KH-Hood	1 1	KH-Clean	1
Murrells Inlet Community Center	4462 Murrells Inlet Rd. Murrells Inlet, SC 29576	Gamewell FACP	1	1	5		1	3	20	2	1	1				
Waccamaw Recreation Center	83 Duncan Lane, Pawleys Island, SC 28585	Gamewell FACP	1	1	16			7	30		1	1				Not being monitored