

RFP 23-1882 Fire Protection Services

Issued: July 19, 2023

Due on or Before: August 16, 2023, 1:00 PM (CT)

Proposals will not be publicly opened



GADSDEN STATE

COMMUNITY COLLEGE

Purchasing Department

P. O. Box 227 • Gadsden, Alabama 35902-0227 • www.gadsdenstate.edu

Purpose

Gadsden State Community College (College) is soliciting proposals from certified fire alarm contractors, to provide fire protection services on East Broad, Valley Street, and Wallace Drive campuses located in Gadsden, Alabama, the Cherokee County campus located in Centre, Alabama, and the Ayers Campus located in Anniston, Alabama. The selected contractor must be capable of installation and replacement of fire protection panels and provide monitoring and emergency services. Panels shall consist of components and circuits that meet State of Alabama Fire Marshal code and that shall meet the requirements of all locally adopted codes and standards of the municipalities listed herein.

This is a Request for Proposals (RFP), not an Invitation for Bid: responses will be evaluated based on the merits of the proposals; there will be no public opening and reading of responses received by the Purchasing Department.

Background

GSCC is a comprehensive community college offering an array of associate degree and certificate programs. Students may enroll in classes at any of the College's five locations in Northeast Alabama. For more information about GSCC visit www.gadsdenstate.edu.

Scope of Work/Performance

Provide monitoring services for at least 27 fire protection systems. First year monitoring costs shall be prorated according to the awarding of the contract for services.

Provide yearly inspection services of at least 27 fire protection systems. All systems and all their parts will be inspected tested and cleaned as required by required codes and NFPA-72. A copy of a report for each fire alarm system shall be presented to the College (Facility Maintenance Supervisor or designee) upon completion of inspection, showing all pertinent information about inspection and system information listed within the report.

All systems must have inspection sticker or tag displayed prominently on main fire protection panels.

Provide as needed, emergency and standard repairs as well as servicing of all fire protection systems. These services include, but are not limited to, electronic, dry sump, and sprinkler units. Response time for these services shall occur within 4 hours and general repair services shall occur within 24 hours.

Provide protection services for building acquisitions, renovations, additions, and new construction.

CONTRACTOR REQUIREMENTS

The contractor must be a State of Alabama Certified Firm Alarm Contractor.

The contractor shall follow the installation standard, inspections, repairs, maintenance, and monitoring set forth by the latest edition of the National Fire Protection Association 72 National Fire Alarm Code current edition and 2015 IFC International Alarm Code.

The scope of work must meet all State of Alabama Fire Marshall codes as well as all applicable municipality adopted codes and standards.

The contractor must possess a valid State of Alabama Fire Marshal's permit.

The contractor must possess a valid NICET Fire Alarm System Technician Level III or above certificate.

Before commencing work, the awarded contractor must deliver to the appropriate municipality's building official a copy of their State Fire Marshal's permit.

The awarded contractor must be licensed in applicable cities as well as the State of Alabama.

Subcontracting and the use of proprietary equipment or services is prohibited. Any access codes and or programming codes used in the installation of equipment shall become the property of the College and provided in writing to the Supervisor of Facility Maintenance (or designee) immediately after installation.

The work area(s) must be, well kept, clean, clear, and safe.

All debris associated with the scope of work must be placed in designated trash dumpsters.

Project installation and programming shall be completed in the order outlined herein and must be completed within 90 days of receipt of a purchase order.

PROJECT WALK THROUGH

A mandatory pre-bid conference will be held on Wednesday, July 26 at 9am in Joe Ford Building, Room 210.

Requests for Clarification

Offerers desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to purchasing@gadsdenstate.edu, at least seven (7) calendar days prior to bid submission deadline. Answers to such requests will be posted at <https://www.gadsdenstate.edu/operating-financial-data.cms>.

Proposal Submission

An original hard copy of the proposal plus one in USB format of the proposal must be mailed or hand-delivered in a sealed envelope, marked with the RFP name and number listed on the outside envelope to the address provided herein. Proposals submitted after the due date and time will not be considered.

Include in your proposal:

1. A brief description of your company and any parent company
2. A list of at least three (3) current accounts of similar scope and size to the College, an account point of contact, and account location
3. Locations of office(s) that would service this account
4. Certificate of Insurance
5. Proposal Form
6. RFP Certification

Evaluation

Responses will be evaluated based on the merits of the proposal using the below considerations. The considerations are listed by ranking.

- 1) Proposal Cost
- 2) Similar Work

Intent to Award

The College will issue an "Intent to Award" before a final award is made. The "Intent to Award" will be posted at <https://www.gadsdenstate.edu/operating-financial-data.cms>. The "Intent to Award" will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code, Chapter 355-4-6-.01. All protest communications filed via email must be sent to: purchasing@gadsdenstate.edu.

Contract Period

The College intends to award a contract to a sole offerer and establish a 12-month contract with the option to extend for a second, third, fourth, and fifth 12-month period. Any extensions must have written approval by both parties. Price adjustments may be considered during any contract extension period.

Delivery

Proposals delivered by the **U. S. Postal Service** must be addressed to:

Gadsden State Community College

ATTN: Purchasing Department

P. O. Box 227

Gadsden AL 35902-0227

Proposals delivered by **special courier service** (FedEx, UPS) must be addressed to:

Gadsden State Community College

ATTN: Purchasing

1001 George Wallace Drive

Gadsden AL 35903

Proposals may be **hand-delivered** to:

Gadsden State Community College

1001 Korner Street

Joe Ford Center, Suite 113

Gadsden AL 35903

Proposals delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the RFP number indicated on the envelope.

Form of Proposal

All proposals must be sealed when received. Electronic proposals will not be considered.

Alternate Bid Responses

The College will not accept and evaluate alternate bid submittals to the RFP.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4(A)(11), the College is exempt from paying sales tax. Prices are not to include sales tax. An exemption letter will be furnished upon request.

Delivery/Performance Schedule

The offerer should provide uninterrupted monitoring services (24 hours/7 days a week) and timely repair services.

Inspection

It is the responsibility of the offerer to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment.

Acceptance

The responsibility of determining the acceptability of any products offered rests solely with the College.

Amendments to RFP

The receipt of all amendments must be acknowledged by offerers.

Discussions

Discussions may be conducted with offerers who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time by which best and final offers must be submitted.

Late Proposals, Late Withdrawals, and Late Modifications

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

Responsibility and Responsiveness

Proposals will only be considered by an offerer who has submitted a proposal which conforms in all material aspects to the RFP.

Offerer Responsibilities

The offerer will assume all liability for employees while working on College campuses.

The offerer will assume all liability for any injuries suffered by any person in connection with the offerer's equipment and vehicles.

The offerer will be responsible for the repair or replacement cost of any damage to College property caused by the use, misuse, or negligence of the offerer's employees.

The offerer must report to the Chief of Police, in writing, within 72 hours the occurrence of damage to College property. Failure to report the damage within the specified time may be cause for termination of this contract.

All Contractor's employees working on this contract shall be bonded, or the Contractor accepts all responsibility.

The offerer agrees to indemnify, defend, save the College, the Alabama Community College System and its Board of Trustees (hereinafter Releasees) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all person whatsoever, in any manner, caused or contributed to by the offerer, its agents, servants, or employees, while in, or about College premises on which the work under this RFP is to be done, or while going to or departing from same, and to save the Releasees harmless from and on account of damages of any kind which the Releasees may suffer as the result of the acts of any of the offerer's agents, servants or employees in or about the performance of any contract between the offerer and the College.

The offerer shall indemnify, defend and hold the Releasees harmless for any liability incurred by the Releasees because of the non-payment, for any reason, of any debt or obligation for which the offerer has agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

The offerer will be completely responsible for supervising and directing the work under this RFP.

The offerer agrees that it is fully responsible for the acts and omissions of persons employed by the offerer.

Offerer will be responsible for labor, equipment and supplies to provide services described herein.

Any defective work or materials, non-conformance to RFP requirements, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful offerer at no additional charge. Unless specifically called for in the RFP, all products for purchase must be new, never previously used, the current model and carry the manufacturers' standard warranty. Remanufactured, demonstrator, used or irregular items will not be considered.

College Rights

College reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the bidding in the best interest of the College.

College reserves the right to purchase according to availability of funds.

College may cancel any contract resulting from an award of this RFP at any time with 15 days' written notice of termination.

Payment shall be contingent upon the College's inspection of and satisfaction with completed work, services or materials.

Insurance

The offerer shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, policies, and from claims for injury to, loss, or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from offerers operations under the scope of work, whether such operations be by offerer anyone directly or indirectly employed by offerer for whose acts offer may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The Releasees shall be named as an additional insured on all policies. Offerer shall provide with its offer a copy of its Certificate of Insurance.

Licenses and Permits

The offerer must obtain and maintain, any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in conjunction with the performance of the scope of work. The College may request valid copies of necessary licenses and permits.

The offerer must conduct background checks for persons to perform work on this Contract. The College reserves the right to request the offerer to provide the resulting information to the College for approval.

State of Alabama Disclosure Statement

Section 41-16-82 of the Code of Alabama 1975 requires the Vendor Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Beason-Hammon Alabama Taxpayer and Citizen Protection Act

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision

shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.” Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of the supplier’s bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>.

Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the offerer is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Debarment and Suspension

Per e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this proposal, the offerer is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

- a. The vendor certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b. That the vendor has not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The vendor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local); and
- d. The vendor has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Federal Contracting Provisions

By submitting this proposal, the offerer agrees to comply with all the provisions required for federal contracting and agrees to provide the College with appropriate documentation. These provisions, include, but are not limited to, the Davis-Bacon Act, Copeland “Anti-Kickback” Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the offerer acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided under 41 CFR 61-1.4(b).

Additional Terms and Conditions

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without

giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Contracting party/offerer understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement.

Proposal Form
RFP 23-1882 Fire Protection Services
Cost Proposal - Monitoring

Company Name/Offerer: _____

Building	Alarm Type	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price
Allen Hall	Gamewell GF505					
Beck Field House	Gamewell 7100 and Sprinkler					
Bevill Hall	Gamewell 7100					
Helderman Hall	Gamewell 7100					
Naylor Hall	Notifier 5000 W/CBC					
Inzer Student Center	Gamewell GF505					
Fowler Hall	Siemens MXL-IQ and Stand Pipe					
Wallace Hall	Notifier AFP 400 and Stand Pipe					
Central Receiving	Gamewell GF505					
Security Building	Notifier SFP 1024					
Wallace Drive Totals:						
Administration Building	Honeywell 7075					
Electrical Building	Gamewell AFP 200					
Machine Shop / GRACE Academ	FCI GF-510					
Welding Shop	Gamewell GF 505					
Cosmetology Building	Firelite AFP 200					
Bevill Center	Gamewell 7075					
Ralls Hall	FCI GF-510					
Joe Ford Center	Honeywell GF 510					
Science Building	Notifier NFS 320 and Sprinkler					
One Stop Center	Notifier NFS 320 and Sprinkler					
East Broad Totals:						
HBCU Building	Notifier NFS 320 and Sprinkler					
Valley Street Totals:						
Academic Building	Notifier NFS-30 and Sprinkler					
Arena	Notifier TBD / NFS 3030D and Sprinkler					
Cherokee Campus Totals:						
LRC	Gamewell ZANS 400					
Computer Science	Gamewell ZANS 400					
Student Center	Gamewell 7100					
Cheaha Bldg	Gamewell S3					

Fire Protection Services
RFP 23-1882
Cost Proposal - Emergency and Standard Repair and Service

Vendor: _____

List below itemized costs for emergency and standard repair as well as services not listed in this RFP for fire protection services. All associated cost must be listed. *Price for parts to be supplied via quote. Itemized costs include, but are not limited to travel, fuel surcharge, service rates per hour, and holiday rates. Attach additional sheets if needed.

RFP Certification Form

RFP 23-1882 Fire Protection Services

Company Name: _____

Street Address: _____

City, State: _____ Zip: _____

Telephone: _____ Email: _____

Signature and Title of Authorized Officer/Agent _____

Typed or Printed Name of Above: _____

Notary's Signature

Date

Notary Seal and Expiration Date

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among offerers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.