

RFP P24-10

Machinery Equipment Sales & Service

August 23, 2024

To: All Proposers
The Forsyth

Machinery Equipment Sales & Service. Pricing shall remain firm for one year after award. The Forsyth County School System is tax exempt.

The RFP Closing is: **# P24-10** **September 10, 2024**

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GENERAL TERMS AND CONDITIONS

1.0 PREPARATION OF PROPOSALS

1.1 Proposals must be on forms
a sealed envelope marked with
& Service clearly marked on

1.2 Vendors are instructed to carefully read the Request for Proposal. Proposals (whether typed or written in ink or through) must be initialed by the vendor. If the proposal is not initialed, the proposal may be rejected in the Request for Proposal.

1.3 Each vendor is responsible for knowing and following Georgia Code and FCS regulations.

1.4 FCS Purchase Order Form BT/F1 10.98

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SAMPLES

6.1

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- 8.6 Authority-** Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that person as duly authorized to enter into this contract on behalf of such party
- 8.7 Choice of Law and Venue-**The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Forsyth County, Georgia.
- 8.8 Entirety of Contract-** All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between FCS and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the RFP Response by the Vendor conflicts with the language of the RFP, the language of the RFP shall govern and control for all purposes, unless consented and agreed to by FCS in writing.
- 8.9** FCS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of FCS.

SHIPPING

- 9.1** All prices are to include delivery to the location(s) specified in the Proposal or the Purchase Order. All delivery for goods must be FOB destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by FCS.
- 9.2** In the event of damage, shortage, or other loss resulting from shipment to any FCS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.
- 9.3** FCS reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the vendor list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by FCS.

INVOICING

10.1

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ASSIGNMENT, DELEGATION, OR SUBCONTRACT

11.1

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SPECIAL TERMS AND CONDITIONS

1.0 PURPOSE AND OBJECTIVE

Forsyth County Schools (FCS) is accepting proposals for as needed machinery equipment sales and services. These purchases are typically to support our career tech programs and include manufacturers such as JET, SawStop, Safety Speed, Camaster, etc. It will be the intent for FCS to have a pool of qualified vendors that can provide equipment, installation and related services as needed during the contract year. This contract shall meet the specifications, terms and conditions herein and be consistent with premium industry standards, best practices and all relevant codes consistent with the scope of work. **Price will not be the sole determinant of award as FCS will consider non-cost elements to include qualifications, experience, past performance, references, and methodologies.**

2.0 BASIC RFP AND CONTRACT GUIDELINES AND REQUIREMENTS

2.1 Evaluation- Award will be made based upon the evaluation criteria published in this RFP. It is also known that FCS may use knowledge of prior experience and/or information from any

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gestures, and any behavior deemed non-appropriate for the K-12 environment.

- 2.9 **Uniform and Identification of Personnel-** All contractor personnel shall wear proper uniforms and identification at all times. ID issued by FCS must be worn and be visible at all times.
- 2.10 **Damage by Contractor-** Any damage done to any part of the any FCS property shall be replaced to the satisfaction of FCS, at no cost to FCS. This includes, but not limited to sprinkler heads, vehicles, structures, and windows. FCS will not be responsible for any repairs to utility lines damaged while digging. Contractor is responsible for all locates as per section 3.6.
- 2.11 **Workmanship-** All work shall be done in a professional manner and must comply with all Federal, State, and Local codes. All work requiring licensed mechanics by code or regulation shall be done only by employees having met such criteria.
- 2.12 **Inspection of Work-** Under this contract, the Contractor has assumed the responsibility of furnishing all services, labor, and materials for the work as specified. Any inspection of the work by FCS personnel shall in no way affect said responsibility of Contractor; nor shall the failure of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any work not in accordance with said specifications.
- 2.13 **Correction of Work-** Any work deemed unsuitable per contract standards as determined by FCS shall be corrected within 24 hours. Any corrected work shall be at no additional cost to FCS.
- 2.14 **Interaction with FCS Students, personnel, and visitors should be limited to business pertaining only to the performance of this contract.**
- 2.15 **Insurance-** Proof of insurance must be submitted with proposal response and at any point during the life of the contract.

Hazards-Compliant with 12.0 of the General Terms and Conditions

- In accordance with Georgia Code

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

Split Limits of Liability:

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

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

Or If Combined Single Limit of Liability:

Bodily Injury and Property Damage Combined:

\$500,000 each occurrence; \$1,000,000 aggregate

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

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

Split Limits of Liability:

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

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

Or If Combined Single Limit of Liability:

Bodily Injury and Property Damage Combined: \$500,000 each occurrence

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

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

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to supply the rental equipment at its own cost. **(This percentage over cost is one of the criteria that will be evaluated for award)**

- **NOTE:** FCS expects that rental equipment be used ONLY in the event that the contractor does not own the equipment required to perform the work. FCS will consider equipment capabilities as a consideration for award, therefore it expects the

3.7 Itemized Billing- All invoices must be submitted fully itemized showing all elements that make up the final cost. Cost for parts or equipment must be accompanied by a copy of the original invoice for audit purposes.

For Example:

Technician 4 Hours	\$ XX per hour contracted rate =	\$ XXXX.00
Parts (see enclosed list)	\$ XXX (X 10%) =	\$ XXXX.00
Total Job (not exceeding estimate)	=	\$ XXXX.00

3.8 Per Job Completed- Unless otherwise agreed upon, FCS will pay per job, upon completion, inspection, and sign-off by FCS personnel. Invoice will not be forwarded to the Finance Department for payment until receipt of a fully itemized invoice, including all supporting documentation to include purchase order number and/or work order number.

3.9 Overview (Purchase of Parts)- Awarded vendors shall provide some type of discount structure available to FCS for the day-to-day purchase of kitchen related parts and equipment. Please provide

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4.0 **PROPOSAL EVALUATION**

4.1 **Organization and Completeness of Proposal**

requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be labeled and any additional documents provided by the vendor must reference the appropriate section of the RFP. All requested information must be included and all forms completed in entirety. (All spaces must be completed on all requested documentation.) Any proposals that do not include all required information may be considered non-responsive and disqualified.

4.2 **Evaluation Procedures Review of Proposals**

A committee will evaluate the proposal responses based on qualifications, relevant experience, responsiveness of proposers, as well as the estimated cost of the engagement. Cost will not be the sole determining factor in the award. Each proposal will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily. The committee will determine any areas requiring additional clarification/information and request this information from the responding vendor. The committee will evaluate the quality and completeness of each response as it addresses each requirement of the RFP. All non-cost related areas of the response are evaluated during this phase.

The selection of contractors will be based on the review of several key elements in the proposals submitted.

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PROPOSAL FORM

*The elements contained herein are the primary criteria that will be used for evaluation of responses and award decisions. **Supplying this information is critical for award consideration.***

Criteria One: Contractor Qualification Statement- Please complete and submit with RFP the

Criteria Two: References-
attached to the end of this solicitation.

Criteria Three: Experience- Please detail the experience your company has in K-12 and with Forsyth County Schools

Criteria Four-Staffing

Single Point of Contact- Please provide the name, experience, and qualifications for the individual that will be the Single Point of Contact for this contract

Labor Experience and Qualifications- Discuss the experience, qualifications, training, and certification (etc) of the staff that will be assigned to this contract (Attach copies of documentation if applicable)

(Attach on separate page if necessary)

Subcontracting- Will you used subcontractors for the performance of this contract? _____(Y/N)

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Criteria Five- Equipment and Resources- Please detail below the equipment and resources that your company owns and will dedicate to the performance of the work herein (trucks, specialty tools and equipment etc.) **Please Note:**

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Criteria Six-Cost

Labor Rates:	Normal Time	Overtime
Service Technician	\$ _____	\$ _____
Equipment Installer	\$ _____	\$ _____
Other _____	\$ _____	\$ _____

Parts and Rental Equipment

Parts- % Miscellaneous Mark-up for Parts For Service Work
_____ %

Rental Equipment- % Mark-up for Rental Equipment If Needed
_____ %

Equipment Cost Structure List below the discount structure for purchasing equipment under P24-

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Freight Terms- Provide your offering for freight terms under this RFP. Will there be free freight based on manufacturer offerings etc.?

Warranty Please include information on your offering for warranty of work.

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

P24-10 - CONTRACT AGREEMENT

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

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Coordinator gives

_____	_____
Company Name	(Must be signed in ink)
_____	_____
Address	(Please type or print)
_____	_____

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REFERENCE SHEET

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



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IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

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

Date of Authorization (of E-Verify authorization)

Name of Contractor

Name of Project/Contract Number/Purchase Order Number

Name of Public Employer

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

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Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____) on behalf of (**Forsyth County School System**) has

Name of Contractor

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