

**SECTION 00100
REQUEST FOR PROPOSAL**

The Fulton County Schools invites you to submit a proposal for furnishing any or all items as listed on the proposal forms provided herein for **Barnwell Elementary School – Addition & Renovation**.

Sealed Proposals will be received subject to the attached terms specified in Section 00200 – Instructions to Offerors, the Operations Division, Capital Program Contracts Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. The proposal will be received up to **2:30 p.m.** local time, as per the Capital Program Contracts Department time clock, **28 October 2009**.

Questions regarding the Request for Proposal process should be directed to Wilma A. Gibbs-Matthews, Capital Program Contracts Department via facsimile at (404) 305-2169 or email cpcontracts@fulton.k12.ga.us . Only questions received prior to **4:30 p.m., 16 October 2009** (as per the Capital Program Contracts Department time clock) will be considered.

Offer (commonly known as Bid) security in the amount of five percent (5%) of the lump sum base offer shall accompany each proposal. The surety issuing the bond shall meet the requirements set forth in Articles 5.10 of the General Conditions. A pre-proposal conference will be held in accordance with Section 00325. The offeror is responsible for ensuring that they have complete Proposal Documents including all Addenda provided by the OWNER, prior to the proposal submission date.

PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE, ONE PROPOSAL PER ENVELOPE, PLAINLY MARKED “REQUEST FOR PROPOSAL NO. RFP “400-10” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS DATE OF PROPOSAL SUBMISSION. “NO PROPOSAL” MUST BE INDICATED AS SUCH ALONG WITH THE PROPOSAL NUMBER ON THE OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES, THE OFFEROR’S NAME AND COMPLETE ADDRESS MUST BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

**REQUEST FOR PROPOSAL (RFP)
NO. 400-10**

FOR

Barnwell Elementary School – Addition & Renovation

**FULTON COUNTY SCHOOLS
CAPITAL PROGRAM CONTRACTS DEPARTMENT
5270 NORTHFIELD BOULEVARD
COLLEGE PARK, GEORGIA 30349**

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FOR

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PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

1. INTRODUCTION

This solicitation is a Request for Proposal (RFP) and is a “competitive sealed proposal” process made pursuant to O.C.G.A. § 36-91-21(c). The contract will be awarded to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Fulton County Schools, taking into account the factors set forth in this RFP. See O.C.G.A. § 36-91-21(c)(1)(C).

This RFP has and/or will be advertised in accordance with O.C.G.A. § 36-91-21(c)(1)(A). This RFP and the accompanying documents contain conceptual program information that describes the required services in a level of detail appropriate to the RFP process and further describes the relative importance of each of the evaluation factors. Id.

All proposals must be received by **2:30 p.m. on 28 October 2009**, local time (per the FCS Capital Program Contracts Department time clock). See O.C.G.A. § 36-91-21(c)(1)(B). The proposals will then be opened and evaluated by a committee based on the evaluation factors discussed in the Proposal Documents. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. If a contract is not awarded based on the initial evaluation, the committee will afford the “responsible offerors” an opportunity for discussions, negotiations and revisions of their proposals. See O.C.G.A. § 36-91-21(c)(2). A “responsible offeror” is one whose proposal meets the criteria proposed by the Fulton County Schools and whose proposal is reasonably susceptible of being selected for contract award. Id. A proposal is “reasonably susceptible of being selected for contract award” if it is within the “competitive range” established by the evaluation committee. Id. If an offeror’s proposal is not evaluated as being within the competitive range, the offeror and its proposal will be excluded from the discussions to save time and money for both the offeror and Fulton County Schools.

Responsible offerors who are within the “competitive range” and have submitted proposals that are reasonably susceptible of being selected for contract award will be given an opportunity to discuss, negotiate and revise their proposals. O.C.G.A. § 36-91-21(c)(2). The discussions, negotiations and revisions shall take place at the Meadows Operations Center. The evaluation committee will not disclose the contents of an offeror’s proposal to another offeror. Id. At the conclusion of discussions, negotiations, and revisions, best and final offers (BAFOs) will be solicited from the responsible offerors.

The BAFOs will be evaluated and the results will be reported to a selection official who will select the proposal that is the most advantageous to the Fulton County Schools based on the evaluation factors in the Proposal Documents. O.C.G.A. § 36-91-21(c)(1)(C). The committee and/or selection official will prepare a written report setting forth the basis on which the award is made. Id. The selection will then be presented to the Fulton County Board of Education for its approval. If approved by the Board and other matters (insurance, bonds, etc.) are settled, a contract will be awarded.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

2. REQUEST FOR PROPOSAL PROCESS

- a. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed proposals consisting of one (1) original and six (6) copies will be mailed to the office of the Capital Program Contracts Manager, 5270 Northfield Boulevard, College Park, Georgia 30349.
- c. Proposals received after the date and time specified by the time clock in the FCS Capital Program Contracts Department will not be considered.
- d. The Fulton County Board of Education reserves the right to accept or reject any or all proposals and to waive any or all irregularities or technicalities. The Fulton County Board of Education reserves the right to take whatever actions which, in its sole judgment, it deems to be in the best interests of the Fulton County Schools. The judgment of the Fulton County Schools on such matters shall be final.

3. OWNER'S REPRESENTATIVE

- a. The owner for whom the work will be executed is the Fulton County Schools, hereinafter referred to as "FCS."
- b. The owner's representative who will manage the owner's program is Parsons Corporation.

4. PROPOSAL DOCUMENTS

- a. Offerors are notified that they must thoroughly examine the Proposal Documents which include: the Cover Sheet, Table of Contents, Proposal Conditions, Project Manual or Specifications, Drawings, Request for Sealed Proposal documents, and Bidder's Checklist, together with all Addenda thereto issued prior to receipt of the proposals.
- b. Proposal Documents may be obtained for a cost of \$350.00 on Monday through Friday from:

CDH Partners, Inc
675 Tower Road
Marietta, GA 30060
Phone (770) 423-0016
(Attention of Tammy Miller) for distribution.

- c. Offerors shall utilize a complete set of Proposal Documents in preparing a proposal.

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SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

- d. The failure or omission of an offeror to receive any Proposal Document, form, instrument, Addendum or other document shall not relieve the offeror from any obligations with respect to the proposal and/or contract.

5. PREPARATION OF PROPOSALS

- a. All proposals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.
- b. By submitting a proposal, the offeror warrants that any goods supplied to the FCS conform to specifications set forth in the drawings and specifications.
- c. To be considered for award, goods of foreign manufacture shall meet all specifications contained in the solicitation, shall be in stock in the continental United States, and shall be available for immediate shipment at the time an offeror submits a proposal.
- d. The Program Manager will be the sole judge in making determinations as to the quality of any goods.
- e. All supplies, materials, and equipment provided to the FCS shall be new and in first-class condition unless the solicitation specifically allows the use of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A vendor delivering any such equipment to the FCS will be deemed to have breached the contract, and appropriate action will be taken by the FCS Capital Program Contracts Manager.
- f. Time of delivery is part of the solicitation and an essential element of the contract that is to be awarded. If the offeror cannot meet the required delivery date, a proposal should not be submitted. Offerors may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in "calendar" days. Failure to deliver in accordance with the contract awarded could result in the Contractor being declared in default.
- g. An authorized officer of the company shall sign the proposal.
- h. All proposals shall be completed in their entirety, and the failure to complete the Proposal Documents in their entirety may result in the proposal being deemed non-responsive.

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6. FAILURE TO RESPOND TO THE SOLICITATION

If a proposal is not submitted, the solicitation is to be returned marked “no proposal”. Failure to provide a proposal or “no proposal” may result in the offeror being removed from the FCS mailing list.

7. TAXES

FCS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals.

8. ADDENDA

Offerors are notified that they must thoroughly examine proposal documents, which include the Cover Sheet, Table of Contents, Proposal Conditions, Project Manual or Specifications, Drawings, Request for Sealed Proposal and Offeror’s Checklist, together with the Addenda thereto issued prior to the receipt of proposal.

Any Addenda issued in writing during the time of solicitation shall be included in the proposal, and each Addenda will be incorporated in the subsequent contract.

If any person or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Capital Program Contracts Department for interpretation. Requests for interpretation must be submitted in writing not-less-than ten (10) days prior to the proposal due date and addressed to the Capital Program Contracts Department.

Interpretations of proposal documents will be made by Addenda only. Copies of all Addenda will be posted on the FCS Capital Program Contracts Department’s website, www.fcscpccontracts.org, for all who have obtained a set of submittal documents from the Capital Program Contracts Department to use in the preparation of submittals. The Fulton County Schools will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to offerors as to meaning of proposal documents. Requests for written interpretations shall be made in writing to the Capital Program Contracts Department. Failure on the part of the offeror to do so shall not relieve it of the obligation to execute such work in accordance with a later interpretation by the Fulton County Schools. All interpretations made to the offerors shall be made to the form of Addenda to the proposal documents and sent to all offerors. Offerors are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc. of the site will influence the proposal for contract performance.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

9. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to the FCS, unless the offeror makes a request in writing to the FCS prior to time set for opening proposals, or unless the FCS fails to accept or reject the proposal within ninety (90) days after the date fixed for receiving said proposals.

10. ADDITIONAL TERMS

The FCS shall not be bound by any terms and conditions included in any offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation or the FCS purchase order related to this solicitation or contract. If the offeror objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the proposal immediately after the executive summary.

If the objection is accepted by FCS it will be stated in the contract. If not stated in the contract the terms and conditions shall remain as written in the solicitation.

11. COMPLIANCE WITH LAWS

All property or services furnished in a Contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes and regulations.

12. PROTESTS

Protests dealing with the specifications or the solicitation shall be filed not later than three (3) working days prior to the proposal due date. Other protests shall be filed not later than three (3) working days after the proposal due date, or if the protest is based on subsequent action of the FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge of the facts given rise to the protest. Protests are considered filed when received by the Capital Program Contracts Manager. Issues not raised in the initial protest may be deemed waived at the discretion of FCS. Protests which are not filed in a timely manner, as set forth above will not be considered.

The FCS reserves the right to continue with the project, notwithstanding a protest, if it finds, in its sole determination, that continuing with the project is in the public's best interest.

13. PURCHASING POLICY

The FCS Purchasing Policy, Purchasing Procedures and Regulations are incorporated to this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation a offeror, potential offeror or contractor

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

agrees to be bound by the FCS Purchasing Policy, Purchasing Procedures and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

14. OFFEROR BOND

A Offeror Bond in the amount of five per cent (5%) of the total cost of work shall be submitted with the proposal. Failure to provide a offeror bond will result in the proposal being considered non-responsive.

15. PERFORMANCE AND PAYMENT BONDS

The selected offeror will be required to furnish a performance bond and a payment bond issued by a surety company licensed by the Commissioner of Insurance of the State of Georgia to do business as an insurance company in the State of Georgia. The performance and payment bonds must be in an amount equal to one hundred percent (100%) of the contract price.

These bonds will be furnished as security for the faithful performance of the work included in this Construction Contract Agreement, including stipulations and agreements of the Contract, the payment of all bills and obligations arising out the performance of the Contract, which bills and obligations might or would in any manner become a claim against the Owner, and guaranteeing the work included in the Construction Contract Agreement against faulty materials or poor workmanship, or both, for one (1) year after final acceptance of the work by the Owner. All performance bonds and payment bonds provided by the selected offeror shall be accompanied by an affidavit from the selected offeror that an investigation has been made and that the surety is licensed by the Commissioner of Insurance to do business as an insurance company in Georgia and is further authorized to serve as a surety.

A performance bond satisfactory to Owner in amount equal to one hundred percent (100%) of the total contract price and a payment bond in amount equal to one hundred percent (100%) of the total contract price shall be required of the selected offeror to guarantee completion of the work under the contract and payment for all labor and materials.

Bonds shall be executed by an agent of the surety residing in the State of Georgia. The date of these bonds shall be the same as the date of the award letter. The surety shall appoint an agent for service in Atlanta, Georgia, upon whom all notices shall be shown on each bond.

The person executing the bonds on behalf of the surety shall file with the bonds a General Power of Attorney, unlimited as to amount and type of bonds covered by such Power of Attorney, and certified by an official of said surety.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

The Construction Contract will not be executed by FCS until after the receipt and approval of the bonds by FCS.

If, at any time after the execution of the Construction Contract, the surety has been determined to be unsatisfactory by FCS, FCS shall have the right to require new bonds by issuing a notice to contractor that the surety on the bonds is unsatisfactory to FCS. Failure of the contractor to provide replacement performance and payment bonds, issued by a surety that is found to be satisfactory to FCS shall constitute a default under this paragraph.

In the event of the contractor's default under the terms and conditions of the General Conditions, FCS shall have such rights and may take such actions as are granted to FCS in the event of a default by the contractor pursuant to the General Conditions.

The FCS shall not be responsible for any costs incurred as a result of the selected offeror's failure to comply with its obligation to secure performance and payment bonds as set forth herein.

In addition, for each Subcontractor having a Subcontract of \$100,000.00 or more for roofing, HVAC, plumbing, sprinkler system and electrical work, the Subcontractor shall procure payment and performance bonds for one hundred percent (100%) of the Subcontract amount. The Subcontractor's bonds shall be written by a surety having the qualifications set forth above. The Subcontractor's payment and performance bonds shall be presented to Owner prior to the Contractor billing for or receiving payment for amounts under the applicable Subcontracts.

16. OFFEROR'S REPRESENTATIONS

Offeror, by submitting a proposal, warrants and represents that:

- a. Offeror has read, comprehends and submits the proposal in accordance with the provisions and requirements of the Proposal Documents.
- b. Offeror has visited the Project site and is completely familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Proposal Documents.
- c. The proposal is based upon the scope, materials, equipment and systems as required by the Proposal Documents, without exception.
- d. Offeror has the expertise and financial capacity to perform and complete all obligations under the Proposal Documents.
- e. The individual executing the Proposal Documents is duly authorized and empowered to execute the Proposal Documents on behalf of the offeror.

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SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

- f. Offeror is aware of and will comply with all applicable code requirements in the performance of the Work.
- g. All expenses incurred by offeror in preparing the proposal shall be borne solely by offeror.

17. LICENSE REQUIREMENTS

At the time the proposal is submitted and throughout the performance of the Work, offeror shall ensure offeror and all subcontractors, regardless of tier, possess the appropriate license issued by the State of Georgia Professional Licensing Boards Division for the Work to be performed under the Contract. FCS shall verify offeror's licensing information prior to awarding the Contract.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

1. CONTRACT LETTER

The Document 00400, Offer and Acceptance Form and/or establishing purchase order prepared by Fulton County Schools, furnished, to the selected Offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall consist of this solicitation and any addenda thereto, the selected Offeror's proposal (as amended by a best and final offer if called for), and the Document 00400, Offer and Acceptance Form. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the FCS Capital Program Contracting Manager all terms and conditions of the FCS contract documents shall be in affect and shall govern if in conflict with any term or condition otherwise presented. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

2. CONTRACT AWARD

A contract will be awarded to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the Fulton County Schools, based on the evaluation factors set forth below.

3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, FCBE terms and conditions shall govern.

4. INSURANCE

When the selected offeror has been identified, it will be notified of the necessity to provide the required insurance. Proof of insurance shall be provided within Ten (10) days of the date of written notification to the offeror.

A. The following general requirements apply to any and all work under this contract by all Contractors and Sub-Contractors of any tier.

- 1) Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of Fulton County Schools. Any and all insurance must be on an occurrence basis.

No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

- (2) The Fulton County Schools shall be covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies.
- (3) The Fulton County Schools shall be given no less than thirty (30) days prior written notice of cancellation of any policy of insurance required under this agreement. The Fulton County Schools shall be given not less than thirty (30) days prior written notice of any material changes to any policy of insurance required under this contract.
- (4) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract, that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia, and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- (5) Any and all companies providing insurance required by the contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
 - (b) Best's Financial Size Category not less than Class AVIII
- (6) In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, FCS shall have the right, but not the duty, to: (i) procure the same and deduct the cost thereof from monies then due or thereafter to become due to the Contractor; or, (ii) shall have the right to cancel the contract.

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SECTION II – CONTRACT AWARD

B. Worker’s Compensation and Employer’s Liability Insurance

The contractor shall procure and maintain Worker’s Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker’s Compensation	Statutory
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance.

- 1) Comprehensive Form
- 2) Contractual Insurance
- 3) Personal Injury
- 4) Board Form Property Damage
- 5) Premises - Operations
- 6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The contract shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles to be covered.

E. Hold Harmless Agreement

The Contractor shall Hold Harmless the Fulton County Schools from any and all claims, suits, actions, damages, liability and expenses in connection with loss of

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

PROPOSAL CONDITIONS

SECTION III – POST AWARD

1. ASSIGNMENT

By the submission of this proposal, the offeror agrees not to assign to others unless specifically authorized in writing by the FCS Capital Program Contracts Manager.

2. COSTS OF INSPECTION OR TESTING

Costs of inspection or testing which do not meet specifications shall be paid by the vendor.

3. PAYMENT

The Contractor shall invoice Fulton County Schools on a monthly basis, or, if payment is to be made by line item, when a single line item has been satisfactorily delivered. Complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs later. All invoices shall show the contract number, work performed and period of work performance.

4. TERMINATION FOR DEFAULT:

- a. In the event any property or service to be furnished by the Contractor under a contract or purchase order should for any reason not conform to the specifications contained therein or to the sample submitted by the Contractor with his proposal, the FCS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, the Contractor will be given the opportunity to respond to a “cure notice” and/or a “show cause notice”. In either case the Contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt of either notice. Failure to either correct the offending situation or provide an acceptable plan and time frame for correction will be cause for termination.

- b. If the contract is terminated for default, FCS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the Contractor or that may thereafter become due to the contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted.
- c. Failure by a Contractor to perform on delivery of goods or services as specified may also result in the removal of the contractor from doing business with FCS for a period of up to one (1) year.

PROPOSAL CONDITIONS

SECTION III – POST AWARD

5. TERMINATION FOR CONVENIENCE:

FCS reserves the right to terminate for convenience a contract awarded through this solicitation.

6. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS

The Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal laws, ordinances, rules and regulations. The Contractor shall maintain the licenses required in a current status after award and throughout the course of the contract.

In the performance of the contract, the Contractor shall comply with all local agreements which it has made with any association, union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

7. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by Fulton County Schools solely from appropriations received by Fulton County Schools. In the event such appropriations are determined in the sole discretion of the Associate Superintendent of Operations to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Associate Superintendent of Operations of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

8. OFFEROR’S APPLICATION FORM

In order to register your company with Fulton County Schools’ vendor database, each contractor will need to go to the FCS Capital Program Contracts Department website on the World Wide Web at www.fcsepcontracts.org and complete the vendor application.

9. PROGRESS REPORTS

When requested by FCS, the Contractor shall furnish such reports as required.

PROPOSAL CONDITIONS

SECTION IV – OTHER

1. NONDISCRIMINATION

The Contractor, by the submission of a proposal or the acceptance of an order or contract, agrees to provide the goods and services covered under the proposal or contract without discriminating in any way against any person or persons or refuse employment of any person or persons on account of color, religion, national origin, or sex.

2. FCS NONDISCRIMINATION

Fulton County School System does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Purchasing requirements.

4. DRUG-FREE WORKPLACE

By submission of a proposal, the offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such offeror.

5. CERTIFICATION OF NONCOLLUSION

By submitting a proposal, the offeror certifies that: "This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. Collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the offeror.

7. TERMINATION OF SOLICITATION

PROPOSAL CONDITIONS

SECTION IV – OTHER

In any event in which this solicitation is terminated or cancelled, in whole or in part, or in which all proposals are rejected, there shall be no liability on the part of FCS for any costs incurred by offerors or potential offerors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

REQUEST FOR PROPOSAL

The Fulton County School System invites proposals for:

1. CONTRACT TYPE

The contract type contemplated for this requirement is a Lump Sum General Contract.

2. CONTRACT TIMEFRAME

The contract timeframe will be for the duration of the project.

3. CATEGORIES OF AWARD

Award will be made on an "All or None" basis.

4. OTHER PROCEDURES

a. Standard Fulton County Schools Program Management contract and general conditions will be used as the form of contract.

b. The requirements of Georgia House Bill 1079 shall govern in case of conflict with any terms and conditions of this document or contracts awarded.

5. RECEIPT OF ADDENDUM CLAUSE

Offerors are encouraged to contact the FCS Capital Program Contracts Department prior to submitting a bid or proposal to determine if any addendum has been issued which they have not received. Addenda issued to solicitations will be available at the FCS Capital Program Contracts Department or on the department web site located at www.fcscpcontracts.org. However, FCS Capital Program Contracts Department shall not bear responsibility for receipt of addenda by mail.

6. OWNER'S REPRESENTATIVE

Management of the contract will be performed by the Owner's Representative, Parsons Corporation.

7. OFFEROR'S RESPONSIBILITY

It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth therein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal will be evaluated in its entirety.

REQUEST FOR PROPOSAL

8. PURPOSE

Fulton County School (FCS) intends to contract for the services of a General Contractor for the construction of an Addition and Renovation at Barnwell Elementary School. To qualify for consideration, firms shall possess and be prepared to provide expertise, financial resources, and personnel experienced in construction of educational facilities.

The services to be performed by the General Contractor shall have as their objective the efficient, economical, timely and complete delivery of the work by managing the construction of the project within the time and cost limitations and within established quality requirements.

9. SCOPE OF WORK

- a. This project will include all site and building work required for construction of a 23,000 SF addition to the main building, a 1,200 SF connector, a 1,910 SF expansion of the cafeteria as well as various floor finishes, replacement of all faucets throughout and installation of a new serving line in the kitchen.
- b. FCS anticipates that construction on these projects will begin no later than December 1, 2009 and be substantially completed no later than May 26, 2010 for the building addition and July 1, 2010 for the corridor, cafeteria extension and other miscellaneous renovation items.
- c. The selected firm will provide the required services for a lump-sum price.

10. SPECIFICATIONS

The selected contractor shall adhere to the attached project manual that details the general conditions and specifications for execution of the work.

11. OFFEROR BOND

A Bond in the amount of five percent (5%) of the total price of work shall be submitted with the proposal. Failure to provide a bond will result in proposals being considered non-responsive. (See Page 11, Section I, Paragraph 14, Bond.)

12. PERFORMANCE AND PAYMENT BONDS

The selected offeror will be required to furnish a performance bond and a payment bond issued by a surety company licensed by the Commissioner of Insurance of the State of Georgia to do business as an insurance company in the State of Georgia. The performance and payment bonds must be in an amount equal to one hundred percent (100%) of the Offer Price. (See Page 11, Section I, Paragraph 15, Performance and Payment Bonds.)

REQUEST FOR PROPOSAL

In addition, for each Subcontractor having a Subcontract of \$100,000.00 or more for roofing, HVAC, plumbing, sprinkler system and electrical work, the Subcontractor shall procure payment and performance bonds for one hundred percent (100%) of the Subcontract amount. The Subcontractor's payment and performance bonds shall be presented to Owner prior to the Contractor billing for or receiving payment for amounts under the applicable Subcontracts.

13. SITE VISITS:

The classroom addition and renovation project is located at an existing elementary school. Prior to submission of proposals, Parsons will provide the opportunity to arrange a walk through inspection tours of the school and site upon request. To schedule a site visit, please contact the Director of Construction John Smith (404) 305-3358.

14. SUBMISSION OF PROPOSAL:

Proposals shall be submitted in four sections: (1) price, (2) schedule, (3) technical capability, and (4) business stability. One (1) original and six copies (6) of the proposal shall be provided in a loose-leaf, three-ring binder.

15. EVALUATION OF PROPOSALS:

Proposals will be evaluated on the following factors: (1) price, (2) schedule, (3) technical capability, and (4) business stability. The evaluation factors shall be scored by the following percentages totaling to a maximum score of 100. Firms receiving a minimum score of 80 shall be in the competitive range, be deemed to be "responsible offerors," be asked to engage in discussions, negotiations and revisions, and be asked to provide a Best and Final Offer (BAFO):

1.	Price	25 Points
2.	Schedule	30 Points
3.	Technical Capability	25 Points
4.	Business Stability	20 Points

16. PREPARING THE PROPOSAL:

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped "proprietary". It is not acceptable to label the entire proposal as confidential and proprietary.

17. EXECUTIVE SUMMARY

An executive summary of not more than two (2) pages stating the Offeror's overview of the project shall precede the specific required sections.

REQUEST FOR PROPOSAL

18. THE PROPOSAL

SECTION I – PRICE

In this section, the Offeror shall offer the lump-sum cost of construction and related services together with a schedule of values and requested unit pricing. The lump-sum price shall include any allowances specified in the project documents.

A. Base Price: (PARSON WILL RE-WRITE THIS PARAGRAPH TO ENSURE IT CONFORMS TO THE PROJECT BEING SOLICITED- BELOW IS A EXAMPLE ONLY)

The Offeror proposes to fully and completely construct the Project in conformity with all requirements of the Contract Documents and furnish all necessary labor, material and equipment for such construction, and furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of _____ (\$_____). Said lump sum contract price is allocated, in its entirety, to the following minimum elements of the work: *(Include N/A for categories not included)*

General Conditions:	\$ _____
Earthwork:	\$ _____
Concrete Foundation and Slabs:	\$ _____
Masonry:	\$ _____
Structural Steel:	\$ _____
Roofing:	\$ _____
Doors & Windows:	\$ _____
Finishes:	\$ _____
Mechanical:	\$ _____
Electrical:	\$ _____
Fire Protection:	\$ _____
Plumbing:	\$ _____
Data:	\$ _____
Special Systems:	\$ _____
Other:	\$ _____
Total:	\$ _____

B. Allowances / Unit Pricing:

Item Description	Qty	Unit	Unit Price	Allowance
Additional Parking and Fire Signage in Parking Areas	1	LS	N/A	\$10,000.00
Television Wall Brackets	1	LS	N/A	\$ 5,000.00

REQUEST FOR PROPOSAL

	Estimated Quantity			Unit Cost	Estimated Cost
<u>Unsuitable Soil</u>					
<u>a. Mass</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>2,500</u>	Cy	x	\$/Cy	=\$
<u>b. Trench</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>100</u>	Cy	x	\$/Cy	=\$
<u>c. One C. Y. or greater per occurrence</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>3,200</u>	Cy	x	\$/Cy	=\$
<u>Rock</u>					
<u>a. Mass</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>3,200</u>	Cy	x	\$/Cy	=\$
<u>b. Trench</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>400</u>	Cy	x	\$/Cy	=\$
<u>c. One C. Y. or greater per occurrence</u>					
1. On site	<u>10</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>10</u>	Cy	x	\$/Cy	=\$
<u>Fill</u>					
Replace w/structural fill	<u>4,110</u>	Cy	x	\$/Cy	=\$
Replace w/57 stone	<u>1,500</u>	Cy	x	\$/Cy	=\$
Replace w/Surge Stone	<u>400</u>	Cy	x	\$/Cy	=\$
Replace w/G.A.B	<u>200</u>	Cy	x	\$/Cy	=\$
Install Terratex HD Fabric	<u>2000</u>	Sy	x	\$/Cy	=\$
 TOTAL UNIT COST	 <u>\$</u>				

REQUEST FOR PROPOSAL

SECTION II - SCHEDULE

A. Detailed Construction Schedule

- (1) Provide a detailed construction schedule in Primavera or program compatible with Primavera P3ec V.5 indicating that the project will achieve substantial completion no later than May 26, 2010 for the building addition and July 1, 2010 for the corridor, cafeteria extension and other miscellaneous renovation items. Include critical path and demonstrate key approval and delivery dates to maintain the schedule, as well as opportunities for acceleration or improvement where possible. Milestones must show start and finish for each phase.

B. Schedule Performance

- (1) Demonstrate your ability from prior projects to deliver accelerated completion schedules and/or fast track projects as well as phased renovations where tenant will occupy building during construction as identified by owner.
- (2) Document your schedule management techniques for (a) managing a fast track project and (b) implementing recovery plans when applicable. (c) managing a phased renovation project.
- (3) Provide qualifications of project scheduler.

SECTION III - TECHNICAL CAPABILITIES

A. Project Approach:

In this section, the Offeror shall describe in detail the methodology and approach that will be used to accomplish this project. This should include, but not be limited to, the following: planning, mobilization, project coordination, construction access, minimization of impacts to community, field procedures, and estimating, forecasting and valuation techniques. Offeror should include any other details that will aid in understanding how the job is proposed to be accomplished.

REQUEST FOR PROPOSAL

B. Capabilities:

- (1) Details of current and past experience in providing construction services for K-12 educational projects so as to demonstrate appropriate expertise in these areas.
- (2) Provide an outline of the organization that will be employed. The organization outline should clearly describe the numbers and professional category or personal to be employed, the chain of command of the organization, and the names of key personnel. Include resumes outlining the qualification of each key staff member who will be assigned to the project. The resumes shall include the individual's educational background, professional category (including certifications, licenses, etc.) and relevant work experience including similar major project participation.
- (3) Describe the work that will be self performed and provide a list of all major subcontractors including contact information and approximate contract value. The list should include subcontractors that have a significant role in the cost and schedule of the project, but not limited to the following: Site, Concrete, Steel, Masonry, Roofing, Finishes, Casework, Mechanical, Electrical, Data and Special Systems (Low Voltage).
- (4) Show evidence of established safety program, including OSHA Safety Record and Experience Modification Rate (EMR).
- (5) Show ability to guarantee cost effectiveness as evidenced by the results of successful contracts with comparable school districts.
- (6) Show evidence of established process and procedures in the areas of cost estimating, value engineering, project procurement, project management, and technology that qualifies the Offeror to provide construction services.
- (7) Describe any auxiliary or related services which may augment the proposed services and prove advantageous to Fulton County Schools. The Offeror must provide sufficient detail and evidence to show proficiency and experience in the provision of these services, as well as a detailed indication of how these services are to be provided or performed.
- (8) Describe other resources or services the contractor can make available to Fulton County Schools. Such services must be currently provided by the Offeror to other clients and resources must belong to the Offeror.

REQUEST FOR PROPOSAL

SECTION IV - BUSINESS STABILITY

- A. History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with FCS for contract negotiation and the name of the project manager proposed for this project should also be listed. The cover letter should also include a brief history of the company and the present organizational structure of the firm describing the management organization and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.
- B. Financial Status** - Describe the financial status of the firm and include the audited financial statements (income statements and balance sheets) for the past two (2) accounting years, as well as a D & B report.
- C. References** - List as references (names, address, contact persons and toll-free phone numbers) a minimum of three (3) clients of similar size and nature to FCS for which a project was completed within the last three (3) years. A brief description of the services provided shall accompany each reference.
- D. Previous Default** - Indicate if the Offeror has ever defaulted on a contract or been denied a proposal due to non-responsibility to perform. If so, provide the facts and circumstances.

20. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal process shall be directed in writing to the Capital Program Contracts Manager.

During the entire period of solicitation, proposal and evaluation, no Offeror shall contact any member or employee of FCS concerning this solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.

21. DISCUSSIONS, NEGOTIATIONS AND REVISIONS:

Fulton County Schools may require Responsible Offerors to participate in discussions, negotiations and revision regarding their proposals and qualifications for this project and to answer questions posed by the Fulton County Schools. Discussions will be held with responsible offerors in the competitive range at the Meadows Operations Center. Responsible offerors will be notified in writing if they are selected to engage in discussions.

REQUEST FOR PROPOSAL

22. BEST AND FINAL OFFERS (BAFOs)

BAFOs will be request by the Capital Program Contracts Department in writing and with a specified date and time for submission. The BAFOs will be evaluated on the aforementioned factors and a written determination shall be made as to which proposal/BAFO is the most advantageous to the Fulton County Schools.

23. CONTRACT AWARD

The BAFOs will be evaluated based upon the factors set forth above. The contract will be awarded to the responsible and responsive offerors whose proposal is determined to be the most advantageous to the Fulton County Schools, taking into consideration all of the factors set forth above. The notice of intent to award the contract shall be made in writing and shall indicate the basis on which the award is to be made.

REQUEST FOR PROPOSAL

DATE: _____

TIME: _____

PROPOSAL NO.: _____

NAME OF COMPANY: _____

The Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

Gentlemen:

Having carefully examined the Proposal Conditions and Specifications entitled **“Request for Proposal No “400-10 ”** for the performance of subject work and the Addendum(s) _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Offeror’s Checklist has been complied with, is completed, and is enclosed with this proposal.

COMMITMENT TO PERFORM AS PROPOSED

Respectfully submitted,

Name of Company

Address of Company

E-Mail Address

Business Telephone Number

Fax Number

Printed Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing proposals as principals are as follows:

The legal name of the Offeror is:

OFFEROR’S CHECKLIST

PROJECT: _____

PROPOSAL NO.: _____

- We have acknowledged receipt of addendum(s) received.
- We have included the 00400 Document , Offer and Acceptance Form Document
- We have included the 00410 Document, Offer Security Form for five (5% of the base offer amount).
- We have completed and included the 00480 Document, Non- Collusion form.
- Seven (1) copies (1-orginal, 6-copies) of all information requested have been provided.
- The proposal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

(COMPANY FEDERAL ID NUMBER)

(E-MAIL ADDRESS)

COMPANY NAME

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL

RETURN WITH PROPOSAL

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, contact Compliance Coordinator Mr. Ron Wade, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-4585. TTY 1-800-255-0135

APPENDIX I

PREQUALIFICATION OF OFFERORS

PREQUALIFICATION OF BIDDERS

I. Purpose

This procedure sets forth standards to determine what Bidders are not responsible and to disqualify non-responsible Bidders from contracting or subcontracting with the Fulton County School Board (Board) and the Fulton County School District (District). It applies to all construction contracts which the Board and the District are required by law to award to the lowest responsible Bidder.

This procedure provides protection for the Board, the District and the public interest by only awarding contracts to responsible Bidders.

Each prospective Bidder shall receive a copy of the Prequalification Criteria as part of the District's bid package.

II. Authority

This procedure is adopted by the Board and District pursuant to O.C.G.A. § 20-2-50; O.C.G.A. § 36-91-20(f); and Procedure DJE (E) (1).

III. Responsibility

The Superintendent is generally responsible to implement and enforce this policy and may designate subordinate officers or employees to perform any functions provided for in this procedure.

IV. Definitions

“Adequate evidence” means evidence sufficient to support a reasonable belief in the truth of the fact or conclusion it is offered to support and does not require proof in accordance with technical rules of evidence.

“Bidder” means any person or entity responding to an invitation for bids, Request for Proposals, Request for Qualifications or otherwise seeking to contract with the Board or District or with Contractors.

“Contractor” means any person independent of the Board or District who does or seeks to do business with the Board or the District pursuant to mutual agreement and includes persons who subcontract with the Board or District Contractors.

“Conviction” means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of nolo contendere regardless of whether an appeal of the conviction has been sought.

“Debarment” means exclusion as a Contractor for a specified time.

“Disqualification” means exclusion as a Contractor from award of any particular contract.

“Person” means an individual, company, firm, association, corporation, partnership, or other legal entity.

V. Disqualification through Prequalification Standards

All Contractors are presumed to be qualified unless disqualified in accordance with this procedure.

- A. A Bidder or Contractor may be disqualified with respect to any particular bid or contract award for any one or more of the following causes:

Conviction or civil judgment of an offense in obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract;

Conviction or civil judgment under state or federal anti-trust statutes;

Conviction or civil judgment of any offense indicating a lack of business integrity or business honesty;

Conviction or civil judgment for a violation of any laws governing labor or employment, including wages and hours, child labor, or discrimination on the basis of race, color, sex or national origin;

Conviction or civil judgment for a violation of any election or campaign finance laws;

Failure without good cause to perform in accordance with the terms of a previous contract with Fulton County School Board and District; or failure to perform in accordance with the terms of one or more contracts with any person or entity within a reasonable period of time before or during the District’s decision;

Failure to cooperate in any investigation or audit conducted by or through the Fulton County Board of Education or the Fulton County School District;

Providing false or misleading information as part of any prequalification statement, bid or contract, including but not limited to financial statements, fair employment forms, or product descriptions;

Unauthorized payments, gifts or other valuable consideration to any person having any official duties, direct or indirect, in connection with bidding, awarding or performing District contracts;

Inadequate financial resources to perform the contract;

Inadequate experience, organization, or technical resources to perform the contract;

Any other facts or circumstances showing a reasonable likelihood of inability to perform the contract including, but not limited to, that the Contractor proposes a Subcontractor who already is, or the District determines to be, disqualified under these criteria;

Any other cause which is determined to be so serious and compelling as to affect responsibility as a Contractor with Fulton County School District, including debarment or disqualification by another contracting entity; or any other lawful reason.

B. Procedure for Disqualification through Prequalification Procedure

The Superintendent or his or her designee shall begin disqualification proceedings by giving notice of the intent to disqualify to the Bidder or Contractor by certified mail or overnight delivery stating:

1. The intent to disqualify and the bid or contract involved;
2. The reasons for disqualification, along with a summary of the information on which the finding of disqualification is based;
3. The date the contract award is expected to be considered by the Board of Education; and
4. The disqualification shall be effective to render the Bidder or Contractor ineligible for the contract award at issue unless the Bidder or Contractor submits a written response before contract award by the Board of Education, including information sufficient to create a genuine dispute as to the facts on which it is based or to the application of this procedure.

VI. If a Bidder or Contractor timely opposes disqualification, the District official who issued the notice of disqualification shall, upon receipt of the response to disqualification, promptly refer this matter to the Board or, at their request, to the Superintendent or his or her designee. The Superintendent or his or her designee shall make a recommendation to the Board. The Board's decision shall be final.

A record shall be kept by the Superintendent of all disqualification procedures under this section and of all persons disqualified.

VII. Responsibility for Agents

Bidders, Contractors, and affiliates are deemed responsible for the acts of persons acting for or on their behalf.

VIII. Period of Disqualification

Depending on the nature of the basis for disqualification, it may be only for the particular project being bid or may be for a period of time not to exceed three (3) years. The notice advising a Contractor of such proposed disqualification shall state the limits of the period of disqualification.

The Board may reduce the period of disqualification upon the Bidder's or Contractor's written request supported by adequate evidence of good cause, such as:

- a. Reversal of the conviction or judgment upon which the disqualification was based without a new trial within a reasonable time;
- b. Bona fide change in ownership or management of the Bidder; or
- c. Elimination of other causes for which disqualification was imposed.

END OF SECTION

APPENDIX II

SB 529

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration>, verifying information of all new employees and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the Fulton County Board of Education has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot/E-Verify Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200____

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

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 _____, which is under contract with the Fulton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot/E-Verify Program User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 200_____

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Document Date: October 19, 2009

**DOCUMENT 00400
RFP 400-10
Barnwell Elementary School Addition and Renovation
OFFER AND ACCEPTANCE FORM**

Offeror Name: _____

1.01 PROPOSAL SUBMISSION INSTRUCTIONS

Submit this form, in a sealed envelope, plainly showing offeror's business license name and number, description of the Work and the proposal submission date; and deposit with Capital Program Contracts Department located at 5270 Northfield Boulevard, College Park, Georgia.

- A. Offerors shall keep the Proposal Acceptance Form intact and return all pages when submitting the PROPOSAL.
- B. Failure to submit the complete Proposal Acceptance Form may invalidate the PROPOSAL.

1.02 PROPOSAL DUE DATE: Before: 2:30 p.m. on 28 October 2009

1.03 PROJECT IDENTIFICATION:

- A. The undersigned is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other PROPOSAL Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for:

**RFP 400-10
Barnwell Elementary School Addition and Renovation**

In strict conformity with the Drawings and Specifications issued by:

Fulton County Schools
Fulton County, Georgia

1.04 Offeror acknowledges receipt of the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number

1.05 BASE OFFER (MUST BE FULLY COMPLETED BY OFFEROR)

- A. Offeror will complete the Work in accordance with the Contract Documents for the following base offer amount including all allowances and alternates:

B. TOTAL OFFER AMOUNT

(Use words)

(\$ _____)
(Figures)

- C. The base OFFER amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.
- D. The base OFFER amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01025 -Allowances.

a. SPECIFIED ALLOWANCES

- 1. ALLOWANCE NO. ONE: Additional Parking and Fire Signage in Parking Areas

Sub-total = \$10,000.00

- 2. ALLOWANCE NO. ONE: Television Wall Brackets

Sub-total = \$ 5,000.00

TOTAL ALLOWANCE \$ 15,000.00

b. UNIT COST ALLOWANCE:

	Estimated Quantity			Unit Cost	Estimated Cost
<u>Unsuitable Soil</u>					
<u>a. Mass</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>2,500</u>	Cy	x	\$/Cy	=\$
<u>b. Trench</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>100</u>	Cy	x	\$/Cy	=\$
<u>c. One C. Y. or greater per occurrence</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>3,200</u>	Cy	x	\$/Cy	=\$
<u>Rock</u>					
<u>a. Mass</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>3,200</u>	Cy	x	\$/Cy	=\$
<u>b. Trench</u>					
1. On site	<u>N/A</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>400</u>	Cy	x	\$/Cy	=\$
<u>c. One C. Y. or greater per occurrence</u>					
1. On site	<u>10</u>	Cy	x	\$/Cy	=\$
2. Haul off site	<u>10</u>	Cy	x	\$/Cy	=\$
<u>Fill</u>					
Replace w/structural fill	<u>4,110</u>	Cy	x	\$/Cy	=\$
Replace w/57 stone	<u>1,500</u>	Cy	x	\$/Cy	=\$
Replace w/Surge Stone	<u>400</u>	Cy	x	\$/Cy	=\$
Replace w/G.A.B	<u>200</u>	Cy	x	\$/Cy	=\$
Install Terratex HD Fabric	<u>2000</u>	Sy	x	\$/Cy	=\$

TOTAL UNIT COST \$ _____

1.06 ALTERNATES (MUST BE FULLY COMPLETED BY OFFEROR)

- A. Offeror shall submit a dollar amount for the following Alternates, as follows: N/A
- B. A complete description of the alternates is set forth in Section 01030 –ITEMS (Alternates)

1.09 BASIS OF AWARD OF CONTRACT:

- A. The **best value** responsive and responsible OFFER shall be determined by the **best value** OFFER amount including the allowances, unit costs, and any selected alternates for the base OFFER.
- B. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.**

Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with the following titled Project:

**RFP 400-10
Barnwell Elementary School Addition and Renovation**

[Proposal Number/Project Number(s) – to be filled in by Facilities Construction Contracts

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Substantial Completion of the Work shall be set forth in the Notice to Proceed issued by the OWNER and 01010 Exhibit A Milestone Schedule document..

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

The CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;
3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and

4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence.

Article 4 - Insurance

CONTRACTOR will provide its own insurance coverage as to all types of insurance relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

Article 5 - Bonding

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Performance Bond. Both Bonds shall be for 100% of the Contract Amount and contain the terms and conditions required by Articles 5.10 and 5.11 of the General Conditions.

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

PROPOSAL DATE: _____, 20_____

By _____ (SEAL)
(Firm Name as it appears on Business License)

(Signature of authorized person to sign Proposal)

(Print Name of authorized person to sign Proposal)

Business Address:

Phone No. _____

Fax No. _____

Federal Tax ID: _____

Email Address: _____

1.10 ACCEPTANCE

This Agreement is made and entered into on the date set forth on Page 4 of this Agreement, by and between the Fulton County Board of Education, by and through its Board of Education (hereinafter the "OWNER"), and

,((Name as it appears on Contractor's Business License – to be filled in by OWNER /Contracts Department)

(sole ownership, partnership, corporation, joint venture, or other)

This Agreement is for the purpose of constructing that Project identified as

RFP 400-10
Barnwell Elementary School Addition and Renovation

CONTRACTOR is the lowest responsive and responsible offeror in response to a Request for Proposal issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of

(To be filled in by OWNER / Contracting Department)

(\$ _____), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM **MAY** RENDER THE PROPOSAL NON-RESPONSIVE

10-19-09

ADDENDUM #2 10/19/09

Executed on _____, 20____ at Atlanta, Georgia.

FULTON COUNTY BOARD OF EDUCATION

By _____
Superintendent

BLUE INK SIGNATURE REQUESTED
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM
SHALL RENDER THE PROPOSAL NON-RESPONSIVE

END OF DOCUMENT

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM **MAY** RENDER THE PROPOSAL NON-RESPONSIVE

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements governing Contract allowances.
 - 1. Allowances as set forth in the Specifications are to be used as compensation for items as set forth in this Section. The amounts listed in the schedule and/or Specifications are to be included in the base bid and shall be listed separately in the Schedule of Values and Application for Payment.
- B. Type of allowances include the following:
 - 1. School and Site Signage - contractor shall include an allowance amount specified below for inclusion in base bid. Contractors shall include an allowance for School and Site Signage that is not included in contract. Prior to installation, contractor shall provide Owner with three written proposals for the cost of the School and Site Signage work for allowance disbursement.
 - 2. Television Wall Brackets - contractor shall include an allowance amount specified below for inclusion in base bid. Contractors shall include an allowance for Television Wall Brackets that is not included in contract. Prior to installation, contractor shall provide Owner with three written proposals for the cost of the Television Wall Bracket installation for allowance disbursement.

1.02 RELATED SECTIONS

- A. Section 01020: Project Forms
- B. Section 01050: Schedule of Values
- C. Section 01080: Application for Payment
- D. Divisions 2-16: Specifications

1.03 ALLOWANCES

- A. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicate the amounts to be charged to the respective allowance amount.
- B. At Substantial Completion of the Work or at any time designated by the OR, credit unused amounts remaining in the allowances to the OWNER by Change Order.

1.04 ALLOWANCE DISBURSEMENT

- A. CONTRACTOR shall submit a request for allowance disbursement on an allowance disbursement form. Include all substantiating and/or required data along with the request. Utilize the allowance disbursement authorization form as set forth in the Project Forms Section 01020.

School Code: 0817

- B. The request shall have the requested amount listed as an allowance disbursement without CONTRACTOR overhead and markup.
- C. Once the OR has accepted the disbursement, ARCHITECT and OR will sign the allowance disbursement form.

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION****3.01 SCHEDULE OF ALLOWANCES**

- A. Include in the base bid the following allowances in the following amounts:

<u>Section</u>	<u>Description</u>	<u>Allowance Amount</u>
	School and Site Signage	\$ 10,000.00
	Television Wall Brackets	\$ 5,000.00

END OF SECTION

**SECTION 01110
APPLICABLE STANDARDS**

PART ONE - GENERAL

1.01 SCOPE

Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.

1.02 PURPOSE OF STANDARDS

- A. The sole purpose of these standards is to govern the work of the Contractor on this Project.
- B. The fact that any particular standard is listed in these specifications shall not be construed as a representation that the Architect and/or Engineers have followed the standard in the design of this work.

1.03 QUALITY ASSURANCE

- A. Familiarity with pertinent codes and standards: In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
- B. Rejection of non-complying items: The Architect reserves the right to reject items incorporated into the Work which fail to meet the specified minimum requirement. The Architect further reserves the right, and without prejudice to other recourse the Architect may take, to accept non-complying items subject to an adjustment in the Contract Amount as approved by the Architect and the Owner.
- C. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.
- D. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Architect, to deliver to the Architect all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Architect, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Architect.

1.04 STANDARDS

Insofar as is applicable, the following standards shall govern the work of this Contract.

- 1. AISC - American Institute of Steel Construction, Inc.
One East Wacker Drive, Suite 3100
Chicago, IL 60601-2001
- 2. ANSI - American National Standards, Institute

(successor to USASI and ASA)
25 West 43rd Street, 4th Floor
New York, New York 10036

3. ASTM - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, Pennsylvania 19428-2959
4. AWS - American Welding Society, Inc.
550 NW LeJeune Road
Miami, Florida 33126
5. CRSI - Concrete Reinforcing Steel Institute
933 North Plum Grove Road
Schaumburg, Illinois 60173-4758
6. CS - Commercial Standards of NBS, U.S. Dept. of
Commerce, Government Printing Office
Washington, D.C. 20402
7. FM - Factory Mutual Global
1301 Atwood Avenue/P.O. Box 7500
Johnston, RI 02919
8. NAAMM - The National Association of Architectural Metal Manufactures
8 South Michigan Avenue, Suite 1000
Chicago, Illinois 60603
9. NEC - National Electrical Code
10. NEMA - National Electrical Manufacturers Association
1300 North 17th Street, Suite 1847 Rosslyn, VA 22209
11. NFPA - National Fire Protection Association
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
12. PDCA - Painting and Decorating Contractors of America
9380 Wehrle Drive
Clarence, NY 14031
13. SMACNA - Sheet Metal and Air Conditioning Contractors
National Association, Inc.
4201 Lafayette Center Drive
Chantilly, VA 20151-1209
14. TCA - Tile Council of America, Inc.
100 Clemson Research Blvd.
Anderson, SC 29625
15. UL - Underwriters' Laboratories, Inc.
333 Pfingsten Road
Northbrook, Illinois 60062-2096

1.05 DEFINITIONS

- A. Wherever the terms “necessary”, “suitable”, “as directed”, “when directed”, “good and sufficient”, “approved”, or other general qualifying terms are used on the drawings, they are deemed to be followed by the words “in the opinion of the Architect”, or “by the Architect”, as the case may be.
- B. The terms “approval”, “approved”, “approved equal”, “or equal”, or “other approved”, means approved by the Architect.
- C. “Furnish” means to supply and deliver materials to project site, ready for installation. “Install” means to place, in final position for service or use, completely anchored and connected. This would include doing all work necessary to make item being installed fully operational to serve its intended purpose. “Provide” means to furnish and install complete and ready for intended use. When neither furnish, install nor provide is stated, “provide” is implied.

1.06 ARRANGEMENT OF SPECIFICATIONS AND DRAWINGS

The specifications and drawings are separated into numbered and titled sections for convenience of reference. Neither the Owner nor the Architect assumes any responsibility for defining the limits on any subcontracts on account of the arrangement of the specifications and/or drawings. Notwithstanding the appearance of such language in the various sections of the specifications as “The Masonry Contractor”, the Contractor is responsible to the Owner for the entire contract and the execution of all the work referred to in the Contract Documents. Regardless of so called “trade customs”, any work called for in any section of the Specifications or on any sheet of the drawings must be performed (or furnished) by the Contractor.

END OF SECTION

**SECTION 01160
REQUEST FOR INFORMATION**

PART ONE - GENERAL

1.01 SCOPE

- A. Procedure for requesting clarification of the intent of the Contract Documents.
- B. General Conditions, Supplementary Conditions and General Requirements shall govern the work of this Section.

1.02 RELATED SECTIONS

- A. Section 01005: Summary of the Work
- B. Section 01020: Project Forms
- C. Section 01700: Contract Closeout

PART TWO - PRODUCTS (Not applicable)**PART THREE- EXECUTION**

3.01 PROCEDURE

- A. CONTRACTOR shall prepare a Request for Information on the form provided in Section 01020. CONTRACTOR shall transmit the Request for Information to the OWNER'S REPRESENTATIVE.
- B. ARCHITECT's response is a clarification of the intent of the Contract Documents and does not authorize changes in the Contract Amount, Milestones and/or Contract Time. ARCHITECT responses shall be routed through the OWNER'S REPRESENTATIVE for approval before being released to the CONTRACTOR.
- C. A Request for Information may be returned with the notation "Not Reviewed" if:
 - 1. The requested information is not ambiguous or unclear;
 - 2. The requested information is equally available to the requesting party by researching and/or examining the Contract Documents;
 - 3. CONTRACTOR has not reviewed the Request for Information prior to submittal.
- D. Allow a minimum of nine (9) days for review and response time, after receipt by ARCHITECT and OWNER'S REPRESENTATIVE. CONTRACTOR shall verify and is responsible in verifying ARCHITECT and OWNERS REPRESENTATIVE receipt of a Request for Information.
- E. Changes or alterations to the approved drawings or specifications shall be made by means of addenda or change order.

END OF SECTION

SECTION 16721
ADDRESSABLE VOICE PAGING FIRE ALARM SYSTEM

PART 1 GENERAL1.01 SCOPE

- A. The work included under this section of the specifications shall include, but shall not be limited to, furnishing and installation of a Life Safety System with the following sequence of operation:
1. Addressable Type Fire Alarm and Voice Communication:
 - a) Actuation of any alarm initiating device shall initiate the following:
 - 1) Cause a red LED to flash on the actuated zone module and an audible signal to sound at the Central Control Station.
 - 2) Cause the following to occur in the building:
 - (a) All speakers to sound a 70 db alerting tone.
 - (b) All visual alarms to flash.
 - (c) Operation of the fire alarm microphone must immediately override the alerting tone and/or pre-recorded evacuation instructions without moving any switches except the one on the microphone.
 - 3) Release all magnetically held smoke doors.
 - 4) Provide signals to the mechanical controls to shut down or reroute air handling systems to prevent the recirculation of smoke.
 - 5) Activate signals to the elevator controls to override automatic elevator programming and cause immediate non-stop return of all automatic elevators to the primary discharge level; except that, when the alarm has been initiated on the primary discharge level, the elevators shall be returned to the second level above that level.
 - 6) Provide a signal for connection to a central station or local municipal fire department. Connection and leased line, if required, shall be provided by building owner.
 - 7) Provide a remote hand held microphone mounting in a flush mounted cabinet.
 - 8) The fire alerting tone shall be a low to high "slow whoop" from 200 Hz to 830 Hz lasting 2.5 seconds. Operation of the hand held microphone shall override the fire alerting tone or pre-recorded evacuation instructions. Release of the microphone button shall allow the pre-recorded evacuation instructions to continue.
 - 9) It shall be possible to silence the alarm signals by operating the acknowledge switch causing the zone alarm LED to cease flashing and remain illuminated. However, the activation of another zone shall repeat the entire alarm process thus causing the signals to resound.
 - 10) Each speaker circuit will have a manual selector switch. Operation of this switch will activate the speakers, and the fire lights.
 2. General Operation:
 - a) Power failures, opens, grounds or any disarrangement of the system wiring or components shall be indicated by a visual and audible trouble signal. The audible trouble signal may be silenced; however, the trouble LED shall remain lit until the system has been returned to normal operating condition.
 - B. Standards:
 1. The systems shall conform to the requirements set forth in the following standards.
 - a) NFPA 70
 - b) NPFA 72
 - c) NFPA 101
 - d) Standard Building Code.
 - e) State of Georgia Rules of Safety Fire Commissioner.
 2. All equipment comprising the system shall be listed and labeled by Underwriter's Laboratories, Inc.
 3. The contractor shall comply with all requirements for permits and tests, shall provide all certificates, and shall pay all costs for same.
 - C. System Features:
 1. The system shall include the following features as a minimum:
 - a) Each alarm initiating circuit and speaker circuit shall be supervised. Any disarrangement of system wiring such as loss of power, opens or grounds, shall activate the audible and visual trouble indicators at the control panel. Actuation of the trouble silence switch shall silence the audible trouble indicator, but the trouble LED will

- remain lit. The trouble LED shall be non-canceling, except by an actual clearing of the trouble condition.
- b) Power for operating approved 2-wire 24 volt DC smoke detectors will be obtained from the control panel.
 - c) The control panel shall be provided with a 4PDT alarm relay with dry contacts rated at 3 amps, to provide interfacing to HVAC, elevator and door controls as required.
 - d) The control panel shall obtain its primary operating power from a 120 VAC single-phase 60 Hz supply. The control panel shall also be provided with a 24 VDC battery standby power source capable of operating the entire system for a period of 24 hours in the supervisory mode and subsequently be capable of operating the alarm devices for a minimum of 5 minutes in alarm. Lightning suppression shall be provided.
 - e) Audio alarm tone and emergency communication modules shall be furnished within the fire detection control panel to provide an alarm tone and verbal emergency communications to effect orderly evacuation or relocation of the building occupants. Interconnection of separate fire alarm monitoring and voice communications systems shall not be acceptable.
 - f) The control panel cabinet shall be a single enclosure constructed with heavy gauge steel (#16Ga.) in compliance with the requirements of Underwriters Laboratories Standard 864. The cabinet shall be suitable for surface or flush wall mounting, and shall contain the voice and fire control devices.
- D. Quality Assurance:
1. The equipment shall be supplied by a firm regularly engaged in the manufacture of Life Safety Systems of the type required and shall have supplied similar apparatus to comparable installations rendering satisfactory service for at least five years.
- E. Submittals:
1. Submittal of shop drawings and product data are required under provisions of section 16000 and 01300.
 2. Submittals shall include the following:
 - a) Complete sequence of operation of all functions of the system.
 - b) Complete system wiring diagrams for all components and interfaces to equipment supplied by others.
 - c) Floor plan drawings indicating the location of all required fire alarm components and point to point wiring.
 - d) Provide voltage drop calculations for all signal and alarm circuits.
 - e) Provide a complete list of current drain requirements for normal supervisory, trouble, and alarm conditions.
 - f) Provide battery standby calculations showing total stand-by power required to meet the specified system requirements.
 - g) Provide a list of system addresses provided for purposes of alarm initiation, status monitoring, supervised signaling and auxiliary controls.
 3. Submit manufacturer's installation instructions.
 4. Submit manufacturer's certificate that the system meets or exceeds specified requirements.
 5. Submit written certification that a submittal has been made to the Authority Having Jurisdiction.
- F. Submission To The Authority Having Jurisdiction:
1. In addition to the submission of the above material an identical submission shall be made to the Authority Having Jurisdiction (AHJ). Include contract documents as required to facilitate review. Any additional requirements shall be identified in the bid. By not identifying any differences, the contractor is not entitled to any additional money.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Notifier
- B. Edwards
- C. FCI
- D. Seimens
- E. The listing of a manufacturer as "acceptable" does not imply automatic approval. It is the sole responsibility of the electrical contractor to ensure that any price quotations received and submittals made are for products/systems that meet or exceed the specifications included herein.
- F. Simplex is not an approved manufacturer.

2.02 CENTRAL CONTROL EQUIPMENT

- A. A fire command station control panel shall be provided for monitoring the status of the detection and alarm conditions and for implementing safe and orderly evacuation of the building occupants during emergency conditions. The control panel shall be located at the main level of access for the responding fire service and shall be readily accessible.
- B. Location of the control panel, alarm actuating devices and audible alarm signaling devices shall be as shown on the plans, or as directed by local Fire Department.
- C. The control panel shall consist of plugable and modular type assemblies to facilitate easy removal for repair and ease of expansion.
 - 1. At least 160 individually identified sensors, as well as conventional initiating device and notification appliance circuits shall be supported within a single control panel.
 - 2. The speaker circuit module shall be capable of dividing the output of the system amplifier module. The speaker circuit card shall provide two supervised speaker circuits and provisions for supervision and annunciation via individual LED indicators for each circuit.
 - a) Selector switches shall be provided to direct the alarm tone or voice communications to selected speaker circuits or to all circuits. Operation of the system microphone during transmission of the alarm tone shall have priority over the alarm tone, or pre-recorded instructions.
 - b) The microphone module shall provide a high quality microphone with a molded cyclac "T" (ABS) high impact case and a push-to-talk switch.
 - c) The panel shall provide supervision of the speaker circuits and provisions for supervising the amplifier and initiating circuits. Faults in these circuits will illuminate the individual trouble LED associated to the faulty circuits. In additions, the common trouble indicators will be actuated.
 - 3. The panel system amplifier shall be modular in design and shall be field replaceable with no wiring necessary at time of replacement.
 - 4. The power supply module shall provide the DC power needed to operate the fire detection and emergency communication system. This power supply shall operate from standard 120 VAC line voltage. It shall include automatic transfer to battery standby.
 - 5. A fully automatic, adjustable rate, battery charger shall be supplied as part of the system. The charger shall be capable of charging a fully discharged battery to 70% of charge within 12 hours. The battery charger shall include a green LED status indicator to indicate that the charger is on. The charger shall be provided with trouble and High Rate LED's. The system batteries shall also be housed within the control cabinet. External mounting of batteries and/or charger shall not be permitted.
- D. Manual Stations:
 - 1. Furnish Manual Alarm Stations as shown on the plans. The station body shall be so constructed that chips and scratches will not expose metal. All stations shall be master keyed with the control equipment. When actuated, the "pull lever" shall remain at right angle to the station body until reset.
- E. Photoelectric Smoke Detectors:
 - 1. Provide Photoelectric Smoke Detector Heads as shown on the plans. Detectors shall be of the solid state photo electronic type utilizing a stable LED light source and a silicone photo diode as the receiving element to form a highly accurate means of smoke detection. Internal detector circuits shall be shielded against electrical interference and resistant to transient, "noise" and RH interference.
 - 2. Nominal detector sensitivity shall be 1.4% per foot obscuration with a range of 1% to 1.84% regardless of sensitivity settings, the detector's stability shall be unaffected by high air velocity. No radioactive material shall be used.
- F. Alarm Signals:
 - 1. Provide Audio Visual Units with Flush Trims and Backboxes for all wall mount audio-visual unit locations as shown on the plans.
 - 2. Provide Speakers with Mounting Plates for all locations requiring surface mounted audio device only.
 - 3. Provide Visual Alarm Signals as shown on the plans.
- G. Fire Dampers
 - 1. Electrical sub-contractor shall provide fire alarm signal to each smoke damper control relay as required. Refer to mechanical drawings for control wiring diagram. Refer to mechanical and electrical drawings for smoke damper locations.
- H. Duct Mounted Photoelectric Smoke Detectors:

1. Electrical sub-contractor to furnish Photoelectric Duct Mounted Smoke Detectors with sampling tubes as shown on the plans. Duct mounted smoke detectors shall be installed by the mechanical contractor and electrically connected to the Life Safety System by the electrical contractor. Each detector to have its own SPDT 3 amp rated relay.
- I. Sprinkler Flow Switches:
 1. Flow switches and tamper switches as required shall be furnished by others and connected by the electrical contractor.
- J. Remote Relays:
 1. Provide Relays as required for interface with elevator controls and pressurization fan controls.
- K. Magnetic Door Holders:
 1. Provide wall or floor mount magnetic door holders and associated devices as required for designated doors.
- L. Remote Annunciator and Microphone or Telephone:
 1. The remote annunciator to have read-out consisting of 2 lines x 40 characters, alphanumeric, back lit, liquid crystal display.
 2. Remote annunciator and microphone shall be mounted in a common flush mounted enclosure.
- M. Provide a digital two line communicator transmitter (phone dialer) which automatically transmits to a central monitoring station.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Provide all equipment, wiring, conduit and outlet boxes required for the erection of a complete and operating system in accordance with applicable local, state and national codes, the manufacturer's recommendations, these plans and specification. All wiring shall be in a completely separate conduit system. Color code shall be used throughout.
- B. The manufacturer's authorized representative shall provide supervision of final system panel connections, perform a complete functional test of the system and submit a written report to the contractor attesting to the proper operation of the system.
- C. All equipment and wiring shall be guaranteed against defects in materials and workmanship for a one year period from the start up and beneficial use of the system. Warranty service for the equipment shall be provided by the manufacturer's factory trained representative during normal working hours, Monday through Friday excluding holidays. Emergency service provide at times other than as stipulated above, shall be available from the same source at additional cost to the owners.
- D. Upon satisfactory completion of system tests, the manufacturer's representative shall present for the owner's consideration a proposal to provide semi-annual inspection and tests of the system.
- E. Upon completion of the installation, the electrical contractor shall provide to the architect, with a copy to the manufacturer's representative, a signed written statement attesting that all system equipment was installed in accordance with these specifications and in accordance with wiring diagrams instructions and directions provided to the contractor by the manufacturer.
- F. Provide a record copy (on CD) of site specific software for the operation of the system.

END OF SECTION

SECTION 16760
INTERCOMMUNICATIONS AND PROGRAM DISTRIBUTION SYSTEM

PART 1 GENERAL1.01 RELATED SECTIONS

- A. Refer to the following sections for work applicable to this section.
1. Section 16000 Electrical General
 2. Section 16121 Wiring
 3. Section 16141 Boxes

A. Coordinate with other divisions of this specification where applicable.

1.02 CODES

- A. The systems shall conform to the requirements set forth in the following standards.
1. NFPA 70
 2. NPFA 72
 3. NFPA 101
 4. Standard Building Code.
 5. State of Georgia Rules of Safety Fire Commissioner.
- B. The contractor shall comply with all requirements for permits and tests, provide all certificates and pay all costs for same.

1.03 SUBMITTALS

- A. Submittal of shop drawings and product data are required under provisions of section 16000 and 01300.
- B. Where equipment is specified herein or on drawings, by manufacturers' names or numbers, this shall denote minimum requirements as to quality, type, capacity, function and performance. All equipment must have the Engineer's approval before ordering.
- C. Submittals shall include the following:
1. Complete sequence of operation of all functions of the system.
 2. Complete system wiring diagrams on the system and all its components including wiring diagrams, schematics and interconnections and interfaces to equipment supplied by others.
 3. Floor plan drawings indicating the location of all required and point to point wiring.
 4. Provide voltage drop calculations for all signal circuits.
 5. Manufacturer's standard catalog literature which includes performance specifications indicating compliance to the specification.
 6. Manufacturer's certificate that the system meets or exceeds specified requirements.
 7. A cover sheet for each piece of equipment itemizing equipment features to show compliance with or deviation from the requirements contained in the specifications and drawings.
- D. Submittals shall provide the names of service personnel that have completed factory training on the proposed system and have been factory certified. A copy of the factory certification certificates and manufacturer's five year warranty shall accompany the submittal.

1.05 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. The contractor shall furnish not less than six (6) copies of operating and maintenance instructions for all equipment he has furnished and installed. This shall include internal schematics and wiring diagrams, detailed to allow a technician to install, operate, maintain, calibrate and repair the equipment.

1.06 SERVICE FACILITIES

- A. Contractor shall make available to the Owner a Service Department of a duly authorized distributor of the equipment manufacturer, which shall stock the manufacturer's standard parts.

1.07 QUALITY ASSURANCE

- A. The equipment shall be supplied by a firm regularly engaged in the manufacture of Systems of the type required and shall have supplied similar apparatus to comparable installations rendering satisfactory service for at least five years.
- B. All material shall be new and shall be listed by the Underwriters' Laboratories, Inc., as conforming to its standards in every case where such a standard has been established for the particular type of material in question or except as otherwise specified or implied herein.
- C. The entire equipment cabinet with its electronics shall be factory wired and tested in the United States. (No Exceptions.)

1.08 SYSTEM DESCRIPTION

- A. The existing Rauland Telecenter V equipment will be expanded by Richardson Technology Systems who shall perform the warranty as herein specified. All equipment specified herein that is required to be installed, Richardson Technology Systems shall be responsible for its installation, checkout and shall warrant for one year as part of this contract. An additional four year warranty shall be provided for parts.
- B. The administrative telephone communication system shall connect into the existing Rauland Telecenter V and provide the following features and functions:
1. The Administrative Control Center shall be a standard pushbutton dialing telephone complete with solid-state pre-tuned tone oscillators identical to those employed by the public telephone companies.
 2. The Central Switching Exchange shall be a Global Switching System, that is, there shall be no linking within the system that would restrict or block telephone communications.
 3. Direct dialing private two-way telephone communications between all locations equipped with administrative telephone and staff telephone shall also be provided.
 4. The Central Switching Exchange shall have facilities for 32 full duplex unrestricted simultaneous private telephone conversations between administrative telephones and between administrative telephones and staff telephones.
 5. Facilities for automatically sounding a warning tone signal over any loudspeaker selected for two-way "amplified voice" communication. The warning tone signal shall sound as soon as the station is selected, and shall be automatically repeated at regular intervals.
 6. Direct-dialing, two-way "amplified voice" communications between all locations equipped with administrative telephones and staff (classroom) loudspeakers without the use of a press-to-talk or talk-listen switch. The Central Switching Exchange shall have facilities for multiple (12) watt two-way "amplified voice" communication channel(s), providing simultaneous communication on each channel from administrative telephones. Provide one channel under this contract.

Automatic Queuing shall be provided for the two-way amplified voice communication channels. A call waiting shall be automatically connected when a channel becomes available. The amplified voice communication channel shall have automatic level control on return speech to assure a constant return speech level.

7. Capacity to call staff (classroom) stations having both telephones and loudspeakers, either by ringing the telephone or by a loudspeaker for two-way amplified voice communications. It shall be possible to program each staff location to be called either by speaker first or by ringing the telephone first. Only one station number to be used for the loud speaker and telephone.

Ability to change the mode of communication during a call, i.e., change from amplified voice communications to phone-to-phone communications.

During the course of a call, the conversation may be continued over the telephone by lifting the telephone handset. The conversation shall automatically be switched from the speaker the handset.

8. Capability for any administrative telephone to transfer a "call" from another administrative telephone or any staff (classroom) telephone to any other telephone.
9. Facilities for conference calls between administrative telephones and between administrative telephones and staff (classroom) telephone or loudspeaker stations. Facilities for two-way communications between any staff (classroom) telephone and any classroom loudspeaker station. Provide the capability of assigning speaker locations to any one or more of eight (8) software programmable zones for zone paging or time signal reception. Through programming, it shall be possible to exclude selected speakers from the reception of paging announcements.
10. Provisions for restricting access to the Emergency Announcements, paging or tone signal origination to certain administrative telephones. This shall be accomplished by the use of an authorized administrative telephone. The system shall provide Personal Identification Numbers (PIN) for selected administrators. By dialing their PIN from any telephone, regardless of that phone's restrictions, they shall have all the capabilities of their office telephone.

If a telephone which is associated with a speaker originates a "paging announcement", the speaker shall automatically be muted to prevent feedback.

11. Facilities to easily change the dial code number of any circuit. The assignment of the architectural numbers shall be accomplished by the use of any authorized administrative telephone.
12. The system shall provide facilities for up to twelve (12) independent digital readout displays upon which incoming calls are identified by their designated numbers. The display shall show visually, in the order received, three (3) calls at a time. Emergency calls shall override normal calls and shall be identified as "EMER" and the station number.

Originating calls from any staff/classroom location may be directed to any or all of the twelve independent displays via programming from a designated administrative phone.

13. Provide a minimum of four (4) independent program memory sets. The choice of time of service change and active memory set selected shall be completely programmable. This feature shall allow selected stations to operate with different functions depending on the time of day.
14. The system shall be expandable up to 500 telephone and/or speaker circuits. Combining separate systems is not acceptable.
15. It shall be possible to review all calls stored, in groups of three in order received.
16. Facilities for answering calls registered in the readout merely by pressing a single "response" button. Provide an All-Cancel function from an administrative telephone to cancel all classroom annunciated calls.
17. The system should have complete interconnect capabilities to central office lines. It shall be possible to transfer central office lines to any station in the system. Access to outside lines can be limited to certain authorized administrative telephones. Provide space for five CO modules. Diagnostic functions shall be provided to simplify maintenance. An RS-232C serial data port shall be provided for connection to a computer for "on site" or via a modem for to a remote computer diagnostic functions by distributor or maintenance personnel.
18. The system shall provide standard classroom communication and emergency capabilities independent of the microprocessor equipment. Should the microprocessor fail, communication functions shall be accomplished from the main console. (No Exceptions)
19. The entire equipment cabinet with its electronics shall be factory wired and tested in the United States. (No Exceptions)
20. The system shall be equipped with one (1) telephone intercom channel, 32 communication links, (1) "manual" console intercom channel (capable of communicating with any classroom simultaneously with the telephone intercom channel), 1 program channel, 1 channel for zone function, sufficient classroom speaker lines with ten spare circuits as shown on the drawings. Furnish the quantity of administrative stations, administrative stations with digital readouts as indicated. Provide connection for customer's telephone system.
21. Common corridor or area circuits of multiple speakers shall be limited to twelve speakers per circuit.
22. Exterior speaker circuits shall be limited to six speakers. The Emergency Sound/Communications system shall provide at least the following features and functions:
 - o Direct 2-way voice communications between the Control Center and any classroom or any other speaker-equipped location.
 - o Adequate power (15 watts minimum) to over-ride high noise levels in such areas as shops, gymnasiums, natatoriums, bus loading points and playing fields.
23. Facilities for automatically sounding a warning tone signal (beep) over any loudspeakers selected for 2-way communications, to prevent unauthorized monitoring. The warning tone signal shall sound whenever the classroom is being monitored, and shall automatically repeat at regular intervals.
24. Selective distribution of program material to any or all classrooms.
25. Ability to transmit a program or announcement simultaneously to all classrooms and locations by the simple operation of a single color-coded All-Call pushbutton switch.

26. Built-in facilities for the following provided they have been described in other sections of this specification or indicated on plans:
- Reception of AM and FM broadcasts from built-in tuner, and their distribution to any or all speakers.
 - Reproduction of recorded music and other program material from built-in CD player and its distribution to any or all speakers.
 - Distribution of programs originating at remotely located microphones with provisions for volume control at the remote location.
 - Pickup and broadcast of live programs from remote locations. Program selection shall be easily accomplished by simply pressing the appropriately labeled pushbutton.
27. Distribution of announcements from the Control Center microphone to any or all speakers. Provisions for the instantaneous distribution from the Control Center of emergency messages to all locations equipped with loudspeakers, simply by pressing a single red pushbutton. This action shall bypass all other controls, over-ride all other programs, and transmit the emergency message at a preset volume level. Input facilities for 2 low-impedance microphones and 3 auxiliary program sources. Distribution of a tone-signal (pushbutton activated) to any or all classrooms as a pre-announcement alert signal or, for other signaling purposes. Aural and visual monitoring facilities for each program channel. Distribution of repeating chime signal (activated by master clock) through system.
28. Distribution of emergency, alert and clear signals through system (manually).
29. Facilities for emergency call switches in specified locations to originate an emergency call to the Control Center. The system shall provide standard classroom communication and emergency capabilities independent of the microprocessor equipment. Should the microprocessor fail, communication functions shall be accomplished from the main console.
30. Color-keyed pushbuttons and colored guidelines shall be provided for each of the system's functions. The communications channel shall be identified by orange guidelines. The program channel shall be identified by green pushbuttons and guidelines on the Master Program panel.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Central Control Unit:
1. Existing Rauland central control unit is Model TC4002. Provide all necessary equipment to expand central control unit to allow for connection as indicated.
- B. Control Panel:
1. Existing control panel is Rauland Model MCZ300. Provide all necessary equipment to expand control panel to allow for connection as indicated.
- C. Power Amplifier:
1. Rauland/BiAmp Model MPA 250, shall be capable of delivering an audio output of 250 watts RMS per channel into 4 ohms. Frequency response shall be plus/minus 1 dB, 20-20,000Hz. The amplifier shall operate continuously from 120VAC. The amplifier shall include fused outputs protective circuit to safeguard against damage from prolonged overloads and from extreme overloads, such as shorted output line. Controls shall be provided for level control. An LED pilot indicator shall be incorporated. The amplifier shall be capable of delivering full rated power to 25V or 70V constant voltage lines.
- D. Alarm Signal Control Panel:
1. Existing alarm signal control panel is Rauland Model RX1027. Provide all necessary equipment to expand alarm signal control panel to allow for connection as indicated.
- E. Room Selector Panel:
1. Existing room selector panel is Rauland Model SW25. Provide all necessary equipment to expand room selector panel to allow for connection as indicated.
- F. Speaker Control:
1. Existing speaker control is Rauland Model TC4110. Provide all necessary equipment to expandspeaker control to allow for connection as indicated.

G. Speakers:

1. Rauland Model USO188, shall be an 8" permanent magnet cone type having viscous-damped cone and a ceramic (Indox 5) magnet weighing 5 oz. It shall have a frequency response of at least 65-17KHz, a 8 watt program power- handling capacity and an axial spl of at least 97.6db. Voice coil shall be 3/4" diameter with 8 ohm impedance. The speaker shall be equipped with a 25V/70V multi- tap transformer .312, .625, and 1.25, 2.54, and 5 watts. (Lowell equal)

H. Flush Ceiling Grille:

1. Rauland Model ACC1000 constructed of steel and have a white baked epoxy finish. It shall include matched hardware for mounting a standard 8" speaker. Its overall diameter shall be 12 7/8" with center perforation of 7 5/8". (Lowell WB8 equal)

I. Gypsum/Plaster Ceiling Speaker Backbox:

1. Rauland Model ACC1110 shall be recessed round enclosures for 8" speaker/baffle assemblies. It shall be made of 22-gauge welded steel with a rust-inhibiting coating, and undercoated with a fire-retardant resonance damping material. Knockouts shall be spaced at 90 degrees. The mounting ring shall provide 1/8" holes for nailing or wiring in place. Tinnerman clips shall be provided. The backbox shall be suitable for mounting in poured or plaster ceilings. (Lowell equal)

J. Flush Wall Speaker Baffle:

1. Rauland Model ACC1003 constructed of heavy gauge CRS and shall have a white epoxy finish. It shall have a square grille opening with a separate subplate for mounting speaker baffle to the ACC1105 backbox. Its dimensions are 11 1/2" square by 3/16". (Lowell equal)

K. Lay-in Tile Ceiling Speaker Assembly:

1. Rauland Model BAFKIT1X2S Ceiling Speaker Assembly consists of a USO188-type, 8" loudspeaker complete with a 25V line matching transformer mounted on a 1 foot by 2 foot lay-in baffle with an integrated backbox that runs the length of the baffle. (Lowell equal)

L. Surface Mounted Baffle:

1. Rauland Model ACC1004 constructed of heavy gauge CRS and shall have a white epoxy finish. It shall have a square grille opening with a separate subplate for mounting speaker baffle to the ACC1102 surface backbox. The backbox shall be 12 1/2" square by 4" deep with white epoxy finish. (Lowell equal)

M. Speaker/Call Station:

1. Rauland Model HSS1 shall interface with the Rauland Telecenter and Director series systems. Two-way communications shall be accomplished by the built-in speaker-microphone. A call-in momentary pushbutton switch shall be provided. The complete unit shall be vandal- proof in design and construction, protected externally by an 11 gauge stainless steel plate with brushed finish. Actuator shall be flush with face plate and completely isolated from the push-button, and movement shall be coupled through a coil spring to prevent damage. Speaker-microphone shall be protected against tampering as well as by flame or liquids. Unit shall mount in a standard three-gang electrical box. Surface mount requires ACC1119 box. Provide one (1) each in the Café and Gym areas.

N. Tamperproof Speaker Grille:

1. Rauland Model ACC1008 vandal proof baffle is designed for mounting a standard 8 inch speaker. It shall be constructed of a special self-aging aluminum alloy with tensile strength of 44,000 psi and shall be backed up with a heavy gauge cold rolled steel perforated screen to protect speaker. Each unit shall include tamperproof hardware to prevent entry into interior. It shall be finished in textured white baked enamel and have overall dimensions of 10 3/4" square by 3/4" projection. Provide MISCO #FC8WP weatherproof speaker and ACC1108 back box. Provide for Gym/Exterior Areas. (Lowell equal)

O. Call Station:

1. Lowell Model CS10, call origination switch shall be mounted on a stainless steel plate and require one momentary depressing of the button to activate a "call in". Provide additional "Emergency" call button where indicated.

P. Volume Control:

1. Rauland Model ACC1300 provides 10 steps of attenuation plus an Open Circuit position, and is designed for use with either 25V or 70V lines. Attenuation is accomplished in 6db steps at positions 1 and 2, and 3dB steps at positions 3 through 10. (Lowell equal)

Q. Administrative Master:

1. Rauland Model TC6402 shall be a desk type high quality touch dial telephone, dual-tone instrument suitable for desk use or wall mounting, complete with call buzzer, 5 1/2' retractable cord with plug. It shall conform to public utility specifications. The dial shall be a standard 12 pushbutton type with solid-state pretuned oscillators. The instrument housing and handset shall be of high impact plastic, finished in gray color. Furnish desk or wall type stations as required. Model 630ANS4 master jack.

R. LCD Desk Display:

1. Rauland Model TC4221TG shall display up to four three digit station numbers simultaneously; the first three shall be registered calls and the fourth shall indicate the last number called. An audible tone shall be provided and the display shall be equipped with a dip switch for selecting its own addressable code to allow routing calls to it independently of other displays.

S. UPS/Line Conditioner:

1. Rack Mount Model – SMK-1500A-RM

T. Lighting Protection:

1. DITEK lightning protectors shall be provided for any copper cables that are installed between buildings.

U. Cable:

1. Corridor / Exterior Speaker Cable-----West Penn 25292BBLUE
2. Classroom Cable-----West Penn 25357BBLUE
3. Cable to Speaker from Call Station-----West Penn 25292BBLUE
4. Cable for Administrative Stations-----West Penn 25357BBLUE

PART 3 - EXECUTION

- A. Contractor must coordinate with the owner to provide telephone interface connection (CAT5e cabling from the intercom equipment cabinet to the Telephone PBX System) to allow intercommunication from the Telephone and Intercom Systems.
- B. Check each speaker line for correct impedance: the load shall not be larger than the amplifier output.
- C. Tap each speaker for proper volume in area to be served. The system supplier's authorized representative shall be on hand for final hook-up and test, and shall certify, in writing, that the system is fully operational and meets the requirements of this section.
- D. Richardson Technology Systems shall provide a one year warranty on parts and Labor. An additional four year warranty shall be provided on parts by Richardson Technology System and the Rauland Corporation. The systems shall be demonstrated to the proper authorities and a letter of certification from the authorized supplier stating that the systems are operating as herein specified shall be forwarded to the School District representative.
- E. Contractor shall provide for replacement of defective materials and repair of faulty workmanship within twenty-four (24) hours of notification by Owner guaranteed at no cost to the Owner during the warranty period.
- F. Contractor is to maintain necessary insurance to the full value of the equipment and material on site. The insurance shall cover loss from fire, vandalism and theft, and all be carried until formal acceptance of the completed work. Also, maintain additional insurance to protect the Owner against damage claims for personal injury, including death, which may arise during performance of work covered by this specification.

**SECTION 16775
PAGING SYSTEM****PART 1 GENERAL****1.01 DESCRIPTION**

- A. Furnish labor, equipment, materials and services for the complete installation and checkout of the system as outlined in these specifications.

1.02 SYSTEM DESCRIPTION

- A. The Sound System shall provide at least the following features and functions:
1. System to be compatible with existing system in existing building.
 2. The system shall be capable of adding background music at a future date.
 3. Provide volume controls where indicated.

1.03 SUBMITTALS

- A. Product Literature: Four sets of manufacturer's printed literature fully describing the system including pictorial representations of each piece of equipment, listing of all provided options, operation and maintenance manuals.
- B. Manuals: Four sets of operation and maintenance manuals shall include internal schematics and wiring diagrams, detailed to allow a technician to install, operate, maintain, calibrate and repair the equipment.
- C. Shop Drawings: Four sets of wiring diagrams, schematics and interconnections.

1.04 MAINTENANCE SERVICE

- A. The Contractor shall make available to the Owner the service department of a duly authorized distributor of the equipment manufacturer, which shall stock the manufacturer's standard parts.

PART 2 PRODUCTS**2.01 ACCEPTABLE MANUFACTURERS**

- A. Subject to compliance with requirements of these Specifications, provide products from one of the following manufacturers:
1. Rauland

2.02 EQUIPMENT

- A. The following equipment shall be provided to fulfill the proceeding requirements.
- B. Amplifier: The amplifier shall be solid state surface mounted type complete with back box, locking front cover panel, (5) microphone preamplifiers with balanced inputs and (1) stereo auxiliary. The amplifier shall provide 120 watts RMS power. Microphone inputs shall have individual volume controls, low and high equalizing controls, phantom power, zone and main output controls. Auxiliary inputs shall have individual volume controls, low and high equalizing controls, zone and control. Zone and main line level outputs shall also be provided. The amplifier shall have Master Volume Controls, for main output and a 9 Band Equalizer Level Controls. The output transformer shall have outputs of 8 ohms, 25, 70, and 100 volts. Provide power light and switch, mixbus and resetable circuit breaker.
- C. Grille: Rauland Model ACC1000, flush ceiling type finished in a white baked epoxy and furnished with mounting hardware for mounting a standard 8 inch speaker. Lowell Acceptable.
- D. Backbox: Rauland Model ACC1101, shall be a round one-piece four inch deep backbox for flush mounting a standard 8 inch speaker and grille. Lowell Acceptable.
- E. Support Bridge: Rauland Model ACC1104, shall be a single piece unit constructed of 24 gauge cold rolled steel designed for firm support of ceiling speaker, grille and backbox. Lowell Acceptable.
- F. Volume Controls: Rauland Models ACC1300 and ACC1050 with override as required. Lowell Acceptable.
- G. Relay Assembly: Provide Zoning capabilities and all call functions. The relay and power supply shall be mounted in a MK1500 surface wall cabinet.
- H. Microphone: Provide omnidirectional dynamic, desk type public address or paging type with base constructed of die-cast zinc alloy with durable molded cyclac body in matching black. Dynamic moving coil incorporates a special diaphragm of mylar, resulting in excellent sensitivity and smooth wide-range peak-free response of 60 - 10,000 Hz. It shall incorporate switching for eleven zones of paging with one switch designated for "all call".
- I. Cable:
1. Speaker Cable: West Penn 25293 Blue
 2. Microphone Cable: West Penn 443

3. Microphone cable in conduit

PART 3 EXECUTION

3.01 SYSTEM CONNECTING

- A. Check each speaker line for correct impedance and short circuits. The load shall not be greater than the amplifier output.

3.02 CERTIFICATION

- A. The system supplier's representative shall be on hand for final hook-up and test, and shall certify, in writing, that the system is fully operational and meets the requirements of this Section.

END OF SECTION