



**Whitfield County Schools**

1306 South Thornton Avenue, Dalton, Georgia 30721

wcsga.net • (706) 217-6780

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# **Request for Proposal**

**For**

## **Westside Elementary - Playground Equipment**

**For The**

**Whitfield County Schools**

**Purchasing Department**

**1030 Hill Road**

**Dalton, GA 30721**

**RFP # WCS-FA-2019-006**

**February 26, 2019**

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**SECTION 1.0**  
**NOTICE TO INTERESTED COMPANIES**

1.1 Product / Service: **Westside Elementary - Playground Equipment**

1.2 Owner: **Whitfield County Board of Education**  
**1306 South Thornton Ave.**  
**Dalton, Georgia 30720**

1.3 Representative of Owner: **Jim Fugate**  
**Procurement Officer**

1.4 Anticipated Time Frames:

Issue RFP to market	February 26, 2019
Pre-Proposal meeting	March 7, 2019
Questions on RFP due	March 13, 2019
Response to questions posted	March 15, 2019
RFP responses due in Procurement Office by 2:00pm	March 22, 2019
Proposal Evaluations	March 25, 2019
(Optional) Vendor Presentation/Interview	TBD
Recommendation to Whitfield County Board	April 8, 2019

**END OF SECTION**

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**SECTION 2.0**  
**GENERAL INSTRUCTIONS**

2.1 QUESTIONS

All questions are to be submitted on Vendor Registry at:

[www.wcsga.net/purchasing](http://www.wcsga.net/purchasing) -> OPEN SOLICITATIONS

2.2 MANDATORY PRE-PROPOSAL MEETING

A mandatory Pre-Proposal meeting will be held on:

**March 7, 2019 at 12:00pm**

at

**Westside Elementary School  
1815 Utility Road  
Rocky Face, GA 30740**

2.3 SUBMISSION

All proposal submissions must contain both **2 Hard Copies and a PDF version on a USB drive or CD/DVD**, be clearly marked **“PROPOSAL – RFP WCS-FA-2019-006”** and submitted to:

Jim Fugate  
Procurement Officer  
1030 Hill Road  
Dalton, Georgia 30721

**OR**

You may submit electronic version on Vendor Registry to meet deadline. However, hard copies must be received within 2 business days for proposal to be considered.

[www.wcsga.net/purchasing](http://www.wcsga.net/purchasing) -> OPEN SOLICITATIONS

2.4 SUBMISSION DEADLINE

Proposals must arrive no later than **2:00 pm (EST) on March 22, 2019**

2.5 EVALUATION

Proposed product / services will be evaluated by a team representing the different departments involved within Whitfield County Schools and a decision will be reached by consensus of all parties involved as to the suitability and appropriateness of the product / services. All companies who submit a proposal will be notified of the final award. **See Section 9.0 for evaluation matrix.**

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2.6 FUNDING

This proposal is based on available funding; therefore, work cannot begin until Whitfield County Schools has issued a Purchase Order.

2.7 COSTS

Full cost of preparation is to be borne by the quoting company.

2.8 SIGNATURE

Proposals must be signed in ink by a company official with authorization to commit company resources.

2.9 SELECTION

The Whitfield County Board of Education reserves the right to 1) reject any or all proposals; 2) waive informalities and irregularities in proposals received; 3) select one that the Board considers the most advantageous for the Board.

2.10 PAYMENTS

Payment for product / services received will be made on a monthly basis after the invoice is approved by the **Facilities Director**. Payment shall be made within a reasonable timeframe. The Whitfield County School District is exempt from all state sales tax and federal excise tax. These taxes must be deducted from any proposal.

2.11 SITE INSPECTION

The sites should be thoroughly examined in relation to conditions that might directly or indirectly affect the work required in this proposal. The proposal sum shall reflect all such affecting conditions. Proposers shall be responsible for verifying all dimensions that may affect the work.

2.12 INSURANCE

The proposer shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the District before the commencement of any work:

- 1) Commercial/Comprehensive General Liability
  - a) \$1,000,000 Bodily Injury Per Person
  - b) \$1,000,000 Bodily Injury Aggregate Limit
  - c) \$ 500,000 Property Damage Per Occurrence
  - d) \$1,000,000 Property Damage Aggregate Limit
- 2) Comprehensive Automobile Liability
  - a) \$1,000,000 Property Damage Per Occurrence
- 3) Workmen's Compensation and Employer's' Liability
  - a) \$ 500,000 Bodily Injury Per Person

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- 4) Umbrella or Excess of Loss Coverage
  - a) \$2,000,000 Per Occurrence
- 5) The proposer will provide an insurance certificate with 21 days after acceptance of contract.
- 6) Whitfield County School District must have 10 days notice of cancellation or change in insurance coverage and give its approval.

The District shall be named as an additional insured by Endorsement on the proposer's policy as to the subject contract.

2.13 E-VERIFY AFFIDAVIT

Proposer shall complete and include with RFP response an E-Verify affidavit that may be downloaded from our web site at:

[www.wcsga.net/purchasing](http://www.wcsga.net/purchasing)

2.14 NON-COLLUSION CLAUSE

By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting an offer for the same items, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

2.15 GOVERNING LAW

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK AND THE SERVICES HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN GEORGIA, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

2.16 INDEMNIFICATION

The vendor shall indemnify, hold harmless and defend the Board, its agents, servants and employees from and against any and all claims, liability, losses, charges, expenses (including attorney fees) and / or cause of action, which may

arise from any negligent act, or omission of the vendor, its agents, servants, or employees in the performance of services under this contract.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the Board's right to assert under any circumstances whatsoever its claims of governmental and or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

2.17 AWARD

The Whitfield County School District may elect to make an award offer without conducting interviews or negotiations. However, after the proposals have been reviewed, the Evaluation Committee may elect to interview selected proposers. The committee may then enter into additional negotiations.

2.18 CONTRACT

If applicable, it is the full intent, assuming that satisfactory proposals are received, to award a contract. If an award is made it will be for a period beginning on the date the contract is signed by both parties and ending December 31 of the current year at a fixed price, with the ability of Whitfield County School District to renew the contract for four (4) additional one year terms. A termination for convenience provision will be included. The contract must comply with O.C.G.A. § 20-2-506. Renewals will be made based upon the recommendations of the authorized representatives of Whitfield County School District and the proposer. In case of extensions, the cost that was submitted in the proposer's proposal may be increased or decreased based on consumer price index or other relevant market forces beyond the control of the respondent. The District must approve any cost adjustments prior to implementation.

2.19 TRANSFER

No contract or its provisions may be assigned, sublet, or transferred without written consent of the District.

2.20 TERMINATION

Whitfield County School District reserves the right to cancel the contract upon thirty (30) days written notice to the proposer, with or without cause.

2.21 TOBACCO/ALCOHOL/DRUGS

All forms of tobacco products, alcohol, and drugs are prohibited on District property.

2.22 PROPOSER'S EMPLOYEES

2.22.1 All matters pertaining to recruiting, screening, hiring, compensating, retaining, and terminating shall be the exclusive responsibility of the proposer. These matters shall be done fully in compliance with all state and



federal statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour, insurance, and any other stipulations prudent to employee management.

- 2.22.2 Employees shall be of good integrity and character. **Whitfield County School District policy requires that all contractors, consultants, or vendors providing services on Whitfield County Schools premises be fingerprinted and submit to a criminal background check**, initiated by Whitfield County Schools, prior to providing services to the District. There is a fee associated with the background check that is payable online at time of registration for fingerprinting of each applicant. The payment of this fee is the sole responsibility of the contractor, consultant, vendor or the employing company.
- 2.22.3 Only those employees who have been properly trained shall be assigned duties under this proposal.
- 2.22.4 Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the School District upon request of the Maintenance Director.
- 2.22.5 All employees shall be dressed in a manner authorized by the proposer and in accordance with the Whitfield County Schools Employee dress code which may be found at: <http://files.wcsga.net/support-services/WCS-Staff-Dress-Code.pdf> . **Uniforms shall be worn which fully identify the employee as a member of the proposer's work force.**
- 2.22.6 All vendor vehicles must be clearly marked with company name and logo to identify ownership.

**END OF SECTION**

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**SECTION 3.0**  
**PROPOSAL FORM**

**For The General Proposal for the Product or Service: Westside Elementary -  
Playground Equipment**

**ADDRESSED TO:** Jim Fugate  
Whitfield County Schools  
1030 Hill Road  
Dalton, Georgia 30721

Dear Jim Fugate,  
Having carefully examined the Request for Proposal

**Titled: Westside Elementary - Playground Equipment**

**Dated: February 26, 2019**

Having also examined/understood the site of the work, existing conditions, and all other conditions affecting the work on the above-named project, the Undersigned hereby proposes to furnish all materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc., required by said document to complete all divisions of the Work stipulated above for the sum included in this proposal.

**Respectfully submitted:**

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**Contractor/Vendor (Company Name)**

---

**Representative (Name and title)**

---

**Signature**

---

**Business Address**

---

**Federal I.D. Number**

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**SECTION 3.0**  
**PROPOSAL FORM (Continued)**

**Base Services Cost Proposal**

\_\_\_\_\_ (Company) agrees to each specification listed in the RFP **Westside Elementary - Playground Equipment** and submits the proposal of:

\_\_\_\_\_ (Dollars) Total for all products and services rendered.

\_\_\_\_\_ (Dollars) Portion for removal and disposal of existing.

It is understood that Whitfield County Schools will be billed for the full amount of the contract when the project is completed and signed off on by **Facilities Director**.

**Additional Cost Items**

\_\_\_\_\_ (Company) agrees to the following hourly rates for additional work provided outside the terms of the contract.

\_\_\_\_\_ Hourly rate for labor (man hours).

**Include this form with your complete proposal as detailed in:**

**SECTION 5.0 PROPOSAL REQUIREMENTS**

**END OF SECTION**

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## **SECTION 4.0**

### **SELECTION CRITERIA**

Selection of the company and system will be based on the following standards. Four metrics will be used to assist with the selection of the company. The evaluation will center around 1. Proposal, 2. Cost, 3. Technical, and 4. References.

**PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA IN THE SELECTION PROCESS.**

#### **4.1 COST**

4.1.1 Determination based on price proposal.

#### **4.2 PROPOSAL CRITERIA**

4.2.1 Proposal submitted on time.

4.2.2 Requirements met as included in Section 2.0 General Instructions.

4.2.3 Requirements met as included in Section 5.0 Proposal Requirements.

4.2.4 Requirements met as included in Section 6.0 Product/Service Requirements.

4.2.5 WCBOE is not obligated to consider responses from offerors who are deemed non-responsive. Non-responsive offerors are those who submit proposals that do not unequivocally agree to perform the exact work / provide products as reflected in the RFP, or have material omissions or unapproved substitutions.

4.2.5 WCBOE is not obligated to consider responses from offerors who are deemed to be not responsible. Offerors will be considered responsible if they possess the judgement, skill, experience, financial resources, personnel, facilities, equipment and integrity necessary to perform the contract.

#### **4.3 TECHNICAL**

4.3.1 Determination based on specifications included in Section 6.0 and Section 8.0

4.3.2 Performance Requirements.

4.3.3 Appropriateness for the tasks required.

4.3.4 Equipment / Services proposed.

#### **4.4 REFERENCES / EXPERIENCE**

4.4.1 Information received from contacting references.

4.4.2 WCBOE past experience with the offeror.

**Whitfield County Board of Education reserves the right to make its selection of an approved vendor based on what it deems to be in the best interest of Whitfield County Board of Education. The Request for Proposal does not in any way obligate Whitfield County Board of Education to award a contract, nor to pay any cost which might be incurred by anyone in responding to this request.**

**END OF SECTION**

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## **SECTION 5.0**

### **PROPOSAL REQUIREMENTS**

#### **5.1 Proposal Requirements:**

The proposal must include the following items in a systematic organization in order specified to be considered a complete proposal:

#### **TAB 1 Understanding and Ability to meet all RFP Requirements**

1. Cover letter of introduction of company.
2. Section 3.0 Proposal Form signed by a representative authorized to legally bind the company.
3. Acknowledge receipt of any amendments.
4. Completed copy of E-Verify form.
5. How long in business (submit date organized).
6. Submit number of employees currently on payroll.
7. Submit a summary of understanding of the requirements and the management capabilities to fulfill the requirements.

#### **TAB 2 Satisfactory Record of Performance**

1. Submit experience in school facilities of similar size.
2. Provide minimum of three (3) references for clients of similar size who have received the exact or substantially identical product or service. The client list should include: Company name, mailing address, contact name, telephone number, project scope and dates of service.

#### **TAB 3 Training, Qualifications and Experience of key personnel who will be assigned to this project.**

1. Submit name, experience, training, certifications and qualifications of key personnel to be assigned to this contract.

#### **TAB 4 Cost**

1. Submit total cost of proposal with adequate detail to identify cost of separate classifications of products / services.
2. List cost of removal and disposal of existing equipment as separate cost. WCS may handle this internally.

#### **TAB 5 Additional information not requested.**

**END OF SECTION**

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## **SECTION 6.0**

### **PRODUCT / SERVICE REQUIREMENTS**

#### **6.1 GENERAL REQUIREMENTS**

6.1.1 New playground equipment.

#### **6.2 SERVICE LEVEL AGREEMENT**

6.2.1 Must be IPEMA Certified.

6.2.2 Must meet ASTM F1487-17 standards and CPSC Guidelines #325

#### **6.3 THE WORK/PRODUCT**

6.3.1 Remove and dispose of existing playground equipment. List as separate cost item.

6.3.2 Provide and install new playground equipment.

Product for Example:



 Meets National Standards for: ✓ ASTM F1487-17 ✓ CPSC Guidelines #325

#### **Product Description**

For kids who love to slide and play with their friends, there is no better play structure than Divinity Hill. The most exciting feature of this play structure is, of course, the trio of 5-foot slides that children can ride down after climbing up to the hill's summit via the Sea Creature Climber or accessible Transfer Station. The Wave Slide in the middle follows a straight path, but has a bumpy shape that slows kids down and adds to the fun. The Left and Right Turn Slides on either side of it are longer, and have an optional colorful striped pattern. For children who want a slightly gentler ride, there is also a 3-foot Double Slide. The fun continues at the bottom of the slides, where kids will find a Store Panel that is a perfect setting for them to play out imaginary games and scenarios with friends. For even more creative outlets, there is a set of Bongos where they can practice making rhythms, and a Ship's Wheel that puts them at the helm of their own imaginary vessel.

#### **Product Specifications**

**Price:**  
**Model Number:** PKP009P  
**Age Range:** 2-12 years  
**Child Capacity:** 28-32  
**Fall Height:** 60"  
**Post Diameter:** 3.5-inch  
**Product Type:** Quick Ship  
**Safety Zone:** 35' 2" x 31'

✓ **ADA Compliant**   
**Elevated** 5 components  
**Ground Level** 3 components

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**6.4 THE FACILITIES WHERE WORK IS TO BE PERFORMED**

Westside Elementary School  
1815 Utility Road  
Rocky Face, GA 30740

**END OF SECTION**

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**SECTION 7.0**  
**ADDITIONAL INFORMATION**

Please include under this section any additional information that you feel we need to know to make the best decision. This would include any information you feel would differentiate you, your company, your services and / or your proposed solution from the competition.

**END OF SECTION**



**SECTION 8.0**  
**ADDITIVE / ALTERNATE**

**END OF SECTION**

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## SECTION 9.0 EVALUATION MATRIX / COMMITTEE

### RFP Respondent Selection Matrix

WES Playground Equipment  
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Categories

Respondents	Ranking	Weighted	Ranking	Weighted	Ranking	Weighted
Price	30%	0		0		0
Met RFP Response Requirements	25%	0		0		0
Quality and design of product	20%	0		0		0
Experience with Company	15%	0		0		0
Management Expertise	10%	0		0		0
<b>Total Points</b>		<u>0</u>		<u>0</u>		<u>0</u>

Ratings are 5 = Best 1 = Worst

Note: All RFP requirement must include Certificate of Insurance that meets RFP stated requirements.

Signed

Date

Jim Fugate

\_\_\_\_\_

Eric Patterson

\_\_\_\_\_

Marty Robertson

\_\_\_\_\_