



## **Request for Proposal**

**For**

### **Cafeteria Furniture**

**For The**

**Whitfield County Schools  
Purchasing Department  
1030 Hill Road  
Dalton, GA 30721**

**RFP # WCS-SN-2016-008**

**April 25, 2016**

RFP # WCS-SN-2016-008

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

- 1.1 Product / Service: **Cafeteria Furniture**
- 1.2 Owner: **Whitfield County Board of Education  
1306 South Thornton Ave.  
Dalton, Georgia 30721**
- 1.3 Representative of Owner: **Jim Fugate  
Director of Logistics and Purchasing**

1.4 Anticipated Time Frames:

Issue RFP to market	April 25, 2016
Pre-Proposal meeting	N/A
Questions on RFP due	May 2, 2016
Response to questions posted on Vendor Registry	May 4, 2016
RFP responses due in Procurement Office by 2:00pm	May 9, 2016
Proposal Evaluations	May 10, 2016
Vendor Presentation/Interview	May 12-13, 2016
Recommendation to Whitfield County Board	June 6, 2016

**END OF SECTION**

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

2.1 **QUESTIONS**

All questions and comments should be sent via email to:  
[jim\\_fugate@whitfield.k12.ga.us](mailto:jim_fugate@whitfield.k12.ga.us).

2.2 **SUBMISSION**

All proposal submissions must contain **2 Hard Copies**, be clearly marked  
**“PROPOSAL – RFP WCS-SN-2006-008 Cafeteria Furniture”** and submitted to:

Jim Fugate  
Director of Logistics and Purchasing  
1030 Hill Road  
Dalton, Georgia 30721  
**OR**  
[jim\\_fugate@whitfield.k12.ga.us](mailto:jim_fugate@whitfield.k12.ga.us)

2.3 **SUBMISSION DEADLINE**

Proposals must arrive no later than **2:00 pm (EST) on Monday, May 9, 2016.**

2.4 **EVALUATION**

Proposed 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 services. All companies who submit a proposal will be notified of the final award.

2.5 **FUNDING**

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

2.6 **PRICING**

All pricing is to be FOB destination.

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 PURCHASES / PAYMENTS

Procurement instrument to be used are purchase orders from firm fixed prices after formal bid process is complete. Payment for services received will be made on a monthly basis after the invoice is approved by the Director of School Nutrition. 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
- 4) Umbrella or Excess of Loss Coverage
  - a) \$10,000,000 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.whitfield.k12.ga.us/purchasing](http://www.whitfield.k12.ga.us/purchasing)

2.14 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.

2.15 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.

2.16 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.

2.17 CONTRACT

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, 2016 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 which was submitted in the proposer's proposal may be increased or decreased.

2.18 TRANSFER

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

2.19 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.

2.20 TOBACCO/ALCOHOL/DRUGS

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

2.21 BUY AMERICA ACT – 7 CFR 210.21

Contractor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

Buy American -(1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means-

- (i) An agricultural commodity that is produced in the United States; and
- (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

2.22 CIVIL RIGHTS ACT

"In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability."

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

2.23 CIVIL RIGHTS PROVISIONS

The contractor providing services under this Request for Proposals must comply with the provisions of the Civil Rights Act of 1964, as amended.

The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

2.24 FORCE MAJEURE

The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and usually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

2.25 COMPETITION

This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify Whitfield County Schools in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

2.26 MINORITY/SMALL BUSINESS

Whitfield County School District will take all affirmative steps to assure that minority firms, women's business enterprises and labor surplus firms are used when possible.

2.27 PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS

"Any employee or any official of the Whitfield County School district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

2.28 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.

2.29 FEDERAL EPA REQUIREMENTS

The contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

2.30 ENERGY POLICY AND CONSERVATION ACT STATEMENT

The contractor affirms compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871)

2.31 RETENTION OF RECORDS

The contractor agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment. Whitfield County Schools, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

2.32 PROPOSER'S QUALIFICATIONS

Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products in accordance with the terms and conditions of these specifications. The Whitfield County Schools reserves the right to make the final determination as to their ability to provide the products requested herein.

2.33 PROPOSER RESPONSIBILITY

Each company offering a proposal shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

2.34 BID ELIGIBILITY

Vendors shall not submit a bid for the contract if a conflict of interest, real or apparent would be involved. Conflicts of interest arise when any of the following has a financial or other interest in the bidding firm:

- a. An employee, officer or agent of the "Whitfield County Board of Education".
- b. Any member of the immediate family of the above designated person.
- c. Any partner of any of the above designated persons.

2.35 RIGHT TO PROTEST

Proposers/Bidders right to protest shall comply with the Whitfield County School District protest procedures. Proposers should obtain and submit a complaint form from the Whitfield County Board of Education Central Office located at 1306 South Thornton Ave., P. O. Box 2167, Dalton, GA 30722. Protests must be received no later than 30 days after award of contract.

2.36 CERTIFICATION VERIFICATION

Whitfield County Schools will check the Excluded Parties List System (EPLS) at [www.epls.gov](http://www.epls.gov) to verify the proposer has not been excluded or disbarred from participation in Federal Procurement of purchases over \$25,000.

2.37 LOBBYING CERTIFICATION AND DISCLOSURE

Proposers must complete attached certification and disclosure form ensuring that funds have not been spent on lobbying activities. (For contracts over \$100,000)

2.38 PURCHASE INCENTIVES, DISCOUNTS, REBATES AND CREDITS

Any purchase incentives, discounts, rebates or credits available as the result of this purchase will be returned to the Whitfield County School District's non-profit Child Nutrition account.

**END OF SECTION**

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

**For The General Proposal for the Goods/Services: Cafeteria Furniture**

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

Dear Jim Fugate,  
Having carefully examined the Request for Proposal

**Titled: Cafeteria Furniture**

**Dated: April 25, 2016**

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)**

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**Representative (Name and title)**

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**Signature**

---

**Business Address**

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**Federal I.D. Number**

**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 rubrics will be used to assist with the selection of the company. The rubrics will deal with 1. proposal, 2. cost, 3. technical, and 4. references.

#### **4.1 PROPOSAL CRITERIA**

- 4.1.1 Proposal submitted on time.
- 4.1.2 Requirements met as included in Section 5.0 Proposal Requirements.
- 4.1.3 Requirements met as included in Section 6.0 Services Requirements.

#### **4.2 COST**

- 4.2.1 Determination based on price proposal.

#### **4.3 TECHNICAL**

- 4.3.1 Determination based on specifications included in Section 6.0
- 4.3.2 Performance Requirements.
- 4.3.3 Appropriateness for the tasks required.
- 4.3.4 Equipment proposed.
- 4.3.5 Warranty

#### **4.4 REFERENCES**

- 4.4.1 Information received from contacting references.

**Whitfield County Board of Education reserves the right to make its selection of an approved company 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:

- 5.1.1 Proposal form from Section 3.0.
- 5.1.2 A brief statement of the general background and capabilities of the firm submitting the proposal.
- 5.1.3 Three references: including phone numbers, addresses, and contact person. These references should be someone who has received the same product or service.
- 5.1.4 E-Verify affidavit.
- 5.1.5 Price proposal should include any and all equipment / tools / personnel / supplies required to meet the proposal requirements.

**END OF SECTION**

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## **SECTION 6.0**

### **PRODUCT REQUIREMENTS**

#### **6.1 GENERAL TABLE REQUIREMENTS**

- 6.1.1 Tables are to be folding “mobile” type.
- 6.1.2 Lift assist system to ease raising to locked position.
- 6.1.3 Partial Open/Close 2<sup>nd</sup> lock position to prevent accidental closing on fingers.
- 6.1.4 Table edges sprayed on / permanent type. No glued on or T - Mold plastic strip edges that will come off.
- 6.1.5 Frame is to be welded and constructed of 14ga. or better, minimum 1” diameter steel tubing.
- 6.1.6 Frame can be Chrome or Powder Coat
- 6.1.7 Casters are to be hard rubber with ball bearings and swivels.
- 6.1.8 Stools are to be attached via flat, square steel plate with minimum of 4 screws. No single pole into plastic attachment.
- 6.1.9 All standard table surfaces GREY GLACE with Black stools.
- 6.1.10 Optional table colorations from Wilson Laminate.

#### **6.2 DIMENSIONS**

- 6.2.1 All stools are 17” high.
- 6.2.2 12 ft Rectangle table with 12 stools. Table surface 144”L x 29”H x 30”W
- 6.2.3 12 ft Elongated / Oval table with 12 stools. 144”L x 29”H x 30”W
- 6.2.4 60” round table with 8 stools. 60”Diameter x 29”H
- 6.2.5 2 sizes of Bistro Height tables that will seat 4 and seat 6 persons. Round, Square, Rectangle and or Wave. Include Chairs in quote.
- 6.2.6 ADA Compliant version of Rectangle, Elongated and Round.

**END OF SECTION**

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**SECTION 7.0**  
**QUANTITIES / ADDITIONAL INFORMATION**

- 7.1 Quote each size / shape / ADA version table with price that is fixed until December 31, 2016 with the option for renewal for four (4) additional years with prior written agreement between Whitfield County School District and vendor. See section 2.17 CONTRACT. Prices may be adjusted up or down at point of renewal with approval by Whitfield County School District representative.
- 7.2 As we are seeking to establish standard tables for current and future needs, quantities can be anywhere from 1 each to an entire cafeteria of tables. Contract will be at the same fixed price regardless of quantity.
- 7.3 All pricing shall be FOB destination in Whitfield County Georgia.
- 7.4 Include pricing for full installation of quantity 1 and pricing that reflects quantity price breaks for larger installations as appropriate.

**END OF SECTION**

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