ONE WHITFIELD

Whitfield County Schools

1306 South Thornton Avenue, Dalton, Georgia 30721 wcsga.net • (706) 217-6780

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Request for Proposal

For

Back Flow Device Inspection and Maintenance

For The

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

RFP # WCS-FA-2019-025

December 10, 2019

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SECTION 1.0 NOTICE TO INTERESTED COMPANIES

1.1 Product / Service: Back Flow Devices Inspection and Maintenance

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

Pre-Proposal meeting

Questions on RFP due

Response to questions posted

RFP responses due in Procurement Office by 2:00pm

Proposal Evaluations

December 10, 2019

N/A

December 12, 2019

December 13, 2019

TBD

Proposal Evaluations TBD (Optional) Vendor Presentation/Interview TBD

Recommendation to Whitfield County Board January 6, 2019

END OF SECTION

SECTION 2.0 GENERAL INSTRUCTIONS

2.1 **OUESTIONS**

All questions are to be submitted on Vendor Registry at:

<u>www.wcsga.net/purchasing -> OPEN SOLICITATIONS</u>

2.2 MANDATORY PRE-PROPOSAL MEETING

There will be no pre-proposal meeting.

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-2019-025"** 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 -> OPEN SOLICITATIONS

2.4 SUBMISSION DEADLINE

Proposals must arrive no later than 2:00 pm (EST) on December 16, 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.**

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 **Director of Facilities**. 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.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. Said contract will be completed as a separate document referring to this RFP for specifications of the product or services offered.

One time procurements will be executed by Purchase Order.

For procurement agreements that would potentially involve multiple years there will be a separate controlling contract written. This contract will be for a period beginning on the date the contract is signed by both parties and ending December 31 of that 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, which was submitted in the proposer's proposal, may be increased or decreased based on documented market forces. Price changes must be approved by Whitfield County School District in writing before the beginning of the renewal.

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

SECTION 3.0 PROPOSAL FORM

For The General Proposal for the Product or Service: Back Flow Devices Inspection and Maintenance

ADDRESSED TO: Jim Fugate

Whitfield County Schools

1030 Hill Road

Dalton, Georgia 30721

Dear Jim Fugate,

Having carefully examined the Request for Proposal

Titled: Back Flow Devices Inspection and Maintenance

Dated: December 10, 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:

Contractor/Vendor (Company Name) Representative (Name and title) Signature Business Address Federal I.D. Number END OF SECTION

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.

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

SECTION 5.0 PROPOSAL REQUIREMENTS

5.1 Proposal Requirements:

The proposal must include the following items in a tabbed and bound document in the order specified here to be considered a complete proposal:

TAB 1 Company and contact information

- 1. Cover letter of introduction of company.
- 2. Vendor Company Name
- 3. Street Address
- 4. City, State, Zip
- 5. Contact person
- 6. Telephone number
- 7. Email address

TAB 2 Understanding and Ability to meet all RFP Requirements

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

TAB 3 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 4** 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 5 Cost

1. Submit total cost of proposal with adequate detail to identify cost of separate classifications of products / services.

TAB 6 Additional information not requested.

END OF SECTION

SECTION 6.0 PRODUCT / SERVICE REQUIREMENTS

6.1 GENERAL REQUIREMENTS

- 6.1.1 All work under this agreement must be performed by personnel who are certified in the State of Georgia for the specific task.
- 6.1.2 Must provide copies of all licenses and certifications showing compliance with all by federal, state and local laws.

6.2 SERVICE LEVEL AGREEMENT

- 6.2.1 Perform inspection of all Back Flow Devices 1x per year.
- 6.2.2 First inspection of all equipment must be performed from July 1, 2018 to July 31, 2018.
- 6.2.3 All inspections performed by certified technicians.
- 6.2.4 24 hour email notification of anything that fails inspection.

6.3 THE WORK/PRODUCT

6.3.1 Perform annual inspections and maintenance of Back Flow Devices.

6.4 THE FACILITIES WHERE WORK IS TO BE PERFORMED

6.4.1 22 physical school sites of Whitfield County Schools.

	T
Antioch Elementary	Beaverdale Elementary
1819 Riverbend Road	9196 Highway 2
Dalton, GA 30721	Dalton, GA 30721
Cedar Ridge Elementary	Cohutta Elementary
285 Cedar Ridge Road	254 Wolfe Street
Dalton, GA 30721	Cohutta, GA 30710
Dawnville Elementary	Dug Gap Elementary
1380 Dawnville Road	2032 Dug Gap Road
Dalton, GA 30721	Dalton, GA 30720
Eastside Elementary	New Hope Elementary
102 Hill Road	1175 New Hope Road
Dalton, GA 30721	Dalton, GA 30721
Pleasant Grove Elementary	Tunnel Hill Elementary
2725 Cleveland Road	203 East School Street
Dalton, GA 30721	Tunnel Hill, GA 30755
Valley Point Elementary	Varnell Elementary
3798 S. Dixie Road, SE	4421 Hwy 2
Dalton, GA 30721	Dalton, GA 30721
Westside Elementary	Eastbrook Middle
1815 Utility Road	1382 Eastbrook Dr
Rocky Face, GA 30740	Dalton, GA 30721
New Hope Middle	North Whitfield Middle
1111 New Hope Road	3264 Cleveland Road
Dalton, GA 30721	Dalton, GA 30721
Valley Point Middle	Westside Middle
3796 S. Dixie Road, SE	580 LaFayette Road, SW
Dalton, GA 30721	Rocky Face, GA 30740
Northwest High	Southeast High
1651 Tunnel Hill-Varnell Rd.	1954 Riverbend Road
Tunnel Hill, GA 30755	Dalton, GA 30721
Career Academy	Coahulla Creek High
2300 Maddox Chapel Rd	3361 Crow Rd
Dalton, GA 30721	Dalton GA 30721
Central Office	Maintenance / Operations
1306 South Thornton Ave	1030 Hill Road
Dalton, GA 30720	Dalton, GA 30721
Central Office	Maintenance / Operations
1306 South Thornton Ave	1030 Hill Road
Dalton, GA 30720	Dalton, GA 30721

6.5 NUMBER OF DEVICES BY FACILITY

Whitfield County Schools	Backflows
Antioch Elementary	6
Beaverdale Elementary	3
Cedar Ridge Elementary	6
Coahulla Creek High School	8
Crossroads Academy	0
Cohutta Elementary	3
Dawnville Elementary	6
Dug Gap Elementary	6
Eastside Elementary	5
Eastbrook Middle	8
New Hope Elementary	5
New Hope Middle	4
North Whitfield Middle	2 5
North GA College & Career A	5
Northwest High School	11
Pleasant Grove Elementary	6
Phoenix High School	0
Southeast High School	10
Tunnel HIII Elementary	3
Valley Point Elementary	3 3 3 5
Valley Point Middle	3
Varnell Elementary	
Westside Elementary	3
Westside Middle	5
Bus Garage	1
Whitfield Operations Building	1
Whitfeild Central Office	2
Student Service Center	2
Total Counts	122

END OF SECTION

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

SECTION 9.0 EVALUATION MATRIX / COMMITTEE

Expreience with Company

Total Points 100% Wet RFP Response Requirements

Jim Fugate Eric Patteson Ronnie Shepherd Committee:

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

Procurement Officer
Director of Facilities and Safety
Supervisor - HVAC, Bectrical, Plumbing

RFP Respondent Selection Matrix
Fire Alam / Sprinkler Inspection and Fire Extinguish Maintenance
RFP WCS-FA-2018-007

END OF SECTION

APPENDIX A PRICE QUOTES

1. Price for replacement hardware. Recent inspection report posted on Vendor Registry.

Manufacturer	Model #	Size Inches	Device Only Replacement Cost	Rebuild Cost (Kit + Labor)
Wilkins	975XL	3/4"		
Wilkins	950XL	1"		
Wilkins	950XLT	1 1/4"		
Wilkins	975XL	1 1/2"		
Wilkins	950XLT	2"		
Wilkins	975	3"		
Wilkins	350	4"		
Wilkins	N/A	6"	N/A	N/A
Wilkins	350	8"		
Watts	007M1	3/4"		
Watts	007M1	1"		
Watts	919	1 1/2"		
Watts	919	2"		
Apollo	1/2" DC	1/2"		
Apollo	4SG-600	6"		
Ames	2000B	3/4"		
Ames	COLT 200N	2 1/2"		
Ames	2000SS	4"		
Ames	3000SS	6"		
Ames	3000SE	8"		
Combraco	4010799T	1 1/2"		
Combraco	4010899T	2"		
Combraco	4" DC	4"		
Febco	805YN	3/4"		
Febco	DN100	4"		
Febco	DN200	8"		

2. Other Costs:

Inspection of Back Flow Devices	
List total annual cost all 122 devices	
Hourly labor rate for repairs	
Service Call Price Including Travel	

END OF SECTION