



Request for Proposal

For

Eastbrook Middle Gym Furniture

For The

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

RFP # WCS-EMS-2016-012

October 31, 2016

RFP # WCS-EMS-2016-012

Contents

SECTION 1.0	4
NOTICE TO INTERESTED COMPANIES	4
SECTION 2.0	5
GENERAL INSTRUCTIONS	5
2.1 QUESTIONS	5
2.2 MANDATORY PRE-PROPOSAL MEETING	5
2.3 SUBMISSION	5
2.4 SUBMISSION DEADLINE	5
2.5 EVALUATION	6
2.6 FUNDING	6
2.7 COSTS	6
2.8 SIGNATURE	6
2.9 SELECTION	6
2.10 PAYMENTS	6
2.11 SITE INSPECTION	6
2.12 INSURANCE	6
2.13 E-VERIFY AFFIDAVIT	7
2.14 NON-COLLUSION CLAUSE	7
2.15 GOVERNING LAW	7
2.16 INDEMNIFICATION	8
2.17 AWARD	8
2.18 CONTRACT	8
2.19 TRANSFER	8
2.20 TERMINATION	8
2.21 TOBACCO/ALCOHOL/DRUGS	8
2.22 PROPOSER'S EMPLOYEES	9
SECTION 3.0	10
PROPOSAL FORM	10
SECTION 4.0	11
SELECTION CRITERIA	11
4.1 PROPOSAL CRITERIA	11
4.2 COST	11

RFP # WCS-EMS-2016-012

4.3	TECHNICAL	11
4.4	REFERENCES.....	11
SECTION 5.0		12
PROPOSAL REQUIREMENTS.....		12
5.1	Proposal Requirements:.....	12
SECTION 6.0		13
PRODUCT / SERVICE REQUIREMENTS		13
6.1	PRODUCTS TO BE INCLUDED IN DESIGN	13
6.2	SERVICE LEVEL AGREEMENT	13
6.3	THE WORK	13
6.4	THE FACILITIES WHERE WORK IS TO BE PERFORMED	13

SECTION 1.0
NOTICE TO INTERESTED COMPANIES

- 1.1 Product / Service: **Eastbrook Middle Gym Furniture**
- 1.2 Owner: **Whitfield County Board of Education**
1306 South Thornton Ave.
Dalton, Georgia 30721
- 1.3 Representative of Owner: **Jim Fugate**
Procurement Officer

1.4 Anticipated Time Frames:

Issue RFP to market	October 31, 2016
Pre-Proposal meeting	November 4, 2016
Questions on RFP due	November 8, 2016
Response to questions posted	November 9, 2016
RFP responses due in Procurement Office by 2:00pm	November 11, 2016
Proposal Evaluations	November 14, 2016
Vendor Presentation/Interview	November 16, 2016
Recommendation to Whitfield County Board	TBD

END OF SECTION

RFP # WCS-EMS-2016-012

SECTION 2.0
GENERAL INSTRUCTIONS

2.1 **QUESTIONS**

All questions and comments should be sent via email to:

jim.fugate@wcs.ga.net

2.2 **MANDATORY PRE-PROPOSAL MEETING**

A mandatory Pre-Proposal meeting will be held on:

November 4, 2016
1:00 pm

at

Eastbrook Middle School
1382 Eastbrook Dr SE
Dalton, GA 30721

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-EMS-2016-012”** 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.whitfield.k12.ga.us/purchasing -> OPEN SOLICITATIONS

2.4 **SUBMISSION DEADLINE**

Proposals must arrive no later than **2:00 pm (EST) on November 11, 2016.**

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.

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 after the invoice is approved by the **Principal of Eastbrook Middle School**. 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

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.

RFP # WCS-EMS-2016-012

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

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, 2017 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.

2.19 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.whitfield.k12.ga.us/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.**

END OF SECTION

RFP # WCS-EMS-2016-012

SECTION 3.0
PROPOSAL FORM

For The General Proposal for the Product: Gym Furniture for Eastbrook Middle

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

Dear Jim Fugate,
Having carefully examined the Request for Proposal

Titled: Eastbrook Middle Gym Furniture

Dated: October 31, 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:

Contractor/Vendor (Company Name)

Representative (Name and title)

Signature

Business Address

Federal I.D. Number

END OF SECTION

RFP # WCS-EMS-2016-012

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 PROPOSAL CRITERIA

- 4.1.1 Proposal submitted on time.
- 4.1.2 Requirements met as included in Section 2.0 General Instructions
- 4.1.3 Requirements met as included in Section 5.0 Proposal Requirements.
- 4.1.4 Requirements met as included in Section 6.0 Product/Service 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 Overall Design for the project.
- 4.3.4 Products and Equipment proposed.
- 4.3.5 Warranty and after the sale support

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 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

RFP # WCS-EMS-2016-012

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

RFP # WCS-EMS-2016-012

SECTION 6.0

PRODUCT / SERVICE REQUIREMENTS

6.1 PRODUCTS TO BE INCLUDED IN DESIGN

ALL PRODUCTS MUST BE OF HIGH QUALITY, AESTHETICALLY PLEASING, ERGONOMIC DESIGN, OF MODERN STYLING THAT HAS AN ENGAGING QUALITY TO IT AND BE MODERATELY PRICED.

- 6.1.1 Lobby Area: Bistro Height seating.
- 6.1.2 2 ea. Coaches offices: Desks, chairs, bookcases, filing cabinets for 2 coaches per office.
- 6.1.3 Special Needs Students Classroom: Combo desk / chair for 18 students. 2 each kidney tables with 5 chairs each. Teacher work area (desk, bookcase, file, etc.). 2 additional seats with wheels for para-pros. 2 tables with chairs for computers (2 per table).
- 6.1.4 Standard Classroom – Health Science: Seating for 32 students, 1 Teacher desk, chair, bookcase, filing cabinet. Student seating preference for modular, flexible, collaborative seating.
- 6.1.5 30 ea. Padded, folding, logo seats. Logo available upon request.
- 6.1.6 12ea. 72” plastic folding tables with cart(s). 120 ea. plastic / metal folding chairs (300lb+ rating) with carts.
- 6.1.7 5 ea. Press Room rolling chairs.
- 6.1.8 4 ea. Concession stand Stool height rolling chairs.
- 6.1.9 2 bench seats for back vestibule.
- 6.1.10 Outdoor Concession stand tables / seating with 1 table / seat that is ADA accessible.

6.2 SERVICE LEVEL AGREEMENT

- 6.2.1 Provide product warranty and service plans included with product.

6.3 THE WORK

- 6.3.1 Design around the minimum stated product requirements.
- 6.3.2 School Colors - Sherwin Williams SW 6966 Blueblood and SW 6868 Real Red
- 6.3.3 School logo available on request.
- 6.3.4 Gym drawing available with dimensions in .dwg and .pdf file formats.
- 6.3.5 All pricing is to include delivery and installation.

6.4 THE FACILITIES WHERE WORK IS TO BE PERFORMED

- 6.4.1 Eastbrook Middle School Gym

END OF SECTION

RFP # WCS-EMS-2016-012