



PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL  
FOR  
DPS SCHOOL MOVING SERVICES  
2021 DALTON PUBLIC SCHOOLS

BID NUMBER (RFP FY21 Moving Services)

ISSUED February 26, 2021

Proposal Opening: March 24, 2021 (2:00pm)

## SECTION 1: INTRODUCTION

### Introduction

Dalton Public Schools is seeking a contractor to provide moving services for four secondary schools for the 2021 – 2022 school year. School moves would begin on Tuesday, June 1, 2021 and completed no later than June 30, 2021. A contractor who is accurate, flexible, careful, and understands the critical nature of the timeline is essential to Dalton Public Schools.

### About Dalton Public Schools

Dalton Public Schools is an independent public city school district in Whitfield County, Georgia. The school district was established in 1886, continues to be a premier school district in Georgia and is known for its excellence and tradition. Dalton Public Schools currently operates a total of 9 schools and has built another school to address its growing enrollment. Beginning with the 2021 – 2022 school year, the district will operate 10 schools on 9 campuses, and close one school. Part of these facility changes involves a grade reconfiguration at the secondary level.

The secondary school campuses requiring the move of instructional and office materials, records equipment, appliances and furniture typically found in a school setting are located at:

- **1250 Cross Plains Trail, Dalton, GA 30720.** This is the current middle school for students in grades 6 – 8. The 243,000 square foot, single story facility has enrollment capacity of 1800. It is undergoing a renovation predominately in one wing to divide the facility into two schools. The main campus will become Dalton Junior High for grades 8 – 9, and the front wing renovation will become The Dalton Academy for up to 600 students in grades 10 – 12.
- **1500 Manly St., Dalton, GA 30720.** This is Dalton High School for students in grades 9 – 12. The 334,000 square foot, two story facility has enrollment capacity of 1900. As part of the secondary grade reconfiguration, Dalton High will have 36 staff relocated to the other schools, and reduced enrollment of about 1400 students in grades 10 – 12.
- **104 Fort Hill Terrace, Dalton, GA 30721.** This is the current Morris Innovative High School for students in grades 9 – 12. The 54,000 square foot, two story facility has enrollment capacity of 630 and will be closed as of June 30, 2021. As part of the secondary grade reconfiguration and school closing, Morris High School will have 45 staff relocated to the other schools.
- **303 Pleasant Grove Dr. NE, Dalton, GA 30720.** This is the new Hammond Creek Middle School for students in grades 6 – 7. The 205,000 square foot, two story facility has enrollment capacity of 1200. As part of the secondary grade reconfiguration, Hammond Creek will receive 101 staff relocated predominately from the current Dalton Middle School as well as some staff from the two current high schools.

**Schedule of Events**

The schedule of events layout Dalton Public Schools expected timeline. Dalton Public Schools reserves the right to adjust dates on an as needed basis.

Activity	Date	Time
Publication of RFP	Friday, February 26, 2021	12 PM
Optional Visit of Schools	Wednesday, March 10, 2021	9 AM -12 PM
Deadline for Written Questions	Monday, March 15, 2021	5 PM
Proposals Due	Wednesday, March 24, 2021	2 PM
Submission to Board for Approval	Monday, April 12, 2021	6:30 PM
Contactor Work Begins	Tuesday, June 1, 2021	8 AM
Contactor Work Completed	Wednesday, June 30, 2021	5 PM

**Contract Term**

The term for this contract will be from the date of acceptance (estimated to be April 13, 2021) through June 30, 2021. The proposed moving schedule for the project is slated to be completed no later than June 30, 2021.

**Cancellation/Termination**

If the contractor defaults in its agreement to provide personnel or equipment to Dalton Public Schools’ satisfaction, or in any other way fails to provide service in accordance with the contract terms, Dalton Public Schools shall promptly notify the contractor of such default and if adequate correction is not made within five (5) business days, Dalton Public Schools may take whatever action it deems necessary to provide alternative services and may, at its option, immediately cancel this contract by providing written notice to the contractor. Except of such cancellation with cause by Dalton Public Schools, either Dalton Public Schools or the contractor may terminate this contract by giving 30 days advanced written notice to either party. Cancellation does not release the contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

**SECTION 2: GENERAL INFORMATION & INSTRUCTION**

**Purpose**

Dalton Public Schools is seeking a contractor to provide moving services for three secondary schools for the 2021 – 2022 school year. School moves would begin on Tuesday, June 1, 2021 and completed no later than June 30, 2021. The school district is seeking a contractor who is accurate, flexible, careful, and understands the critical nature of the timeline.

Dalton Public Schools currently operates a total of 3 secondary schools and has built another school to address its growing enrollment. Beginning with the 2021 – 2022 school year, the district will operate 4 secondary schools on 3 campuses, and close one school. Part of these facility changes involves a grade reconfiguration at the secondary level.

The secondary school campus moves of instructional and office materials, records, equipment, appliances and furniture typically found in a school setting will comprise of:

- Moving 101 teachers and staff instructional and office equipment, materials and furniture to Hammond Creek on Pleasant Grove Drive with 94 employees coming from the current Dalton Middle School at Cross Plains Trail, 2 employees coming from Dalton High, and 5 employees coming from Morris Innovative High School.
- Completing internal moves of an estimated 58 teachers and staff instructional and office equipment, materials and furniture at Cross Plains Trail for the new Dalton Junior High and The Dalton Academy.
- Moving 25 teachers and staff instructional and office equipment, materials and furniture to Dalton Junior High at Cross Plains Trail with 16 employees coming from Dalton High School and 9 employees coming from Morris Innovative High School.
- Moving 34 teachers and staff instructional and office equipment, materials and furniture to The Dalton Academy at Cross Plains Trail with 18 employees coming from Dalton High School and 16 employees coming from Morris Innovative High School.
- Moving 14 teachers and staff instructional and office equipment, materials and furniture to Dalton High on Manly Street with 1 employee coming from the current Dalton Middle School at Cross Plains Trail and 13 employees coming from Morris Innovative High School.
- Completing internal moves of an estimated 16 teachers and staff instructional and office equipment, materials and furniture at Dalton High School on Manly Street.

Dalton Public Schools is seeking a contractor that can provide the best overall value to the district through cost, customer service, accuracy, delivery options, and timeliness. The Request for Proposal (RFP) states the instructions for submitting the letter of intent and proposal, the specifications for the work, the criteria by which a contractor may be selected and the contractual terms by which Dalton Public Schools intends to govern the relationship between itself and the selected contractor.

### **Proposal Submission Guidelines**

The proposal price should include everything necessary for the execution and completion of the project. Proposals are to exclude sales tax.

Dalton Public Schools is not liable for any costs incurred by the contractor in the preparation of proposals submitted.

Contractors shall submit the following documents as either an electronic copy via email or four (4) paper copies delivered to the school district. The subject line of an email shall state or paper copy shall be labelled “**RFP FY21 MOVING SERVICES**”. If hand delivering, bring four (4) paper copy to the third floor of the address below. Email or delivered response shall go to:

Angela Macon  
[Angela.macon@dalton.k12.ga.us](mailto:Angela.macon@dalton.k12.ga.us)  
Dalton Public Schools  
Attn: RFP/Angela Macon  
PO Box 1408  
300 West Waugh St  
Dalton GA 30722

Response received after 2:00 PM on Wednesday, March 24, 2021 may not be considered.

All submitted proposals shall include:

1. **Cover Letter:** Provide one to two page letter describing experience with moving that is signed by an authorized representative of the company. Optional marketing materials and documents may also be submitted for consideration.
2. **Profile, Experience, and References:** Contractor shall include company profile, background information on employees and references from other entities similar to Dalton Public Schools for which the contractor has provided such relevant services. Bids should be submitted with 3 customer references, with school references preferred. Commercial references with similar or larger square footage are acceptable.
3. **Employee Screening Process:** Contractor shall describe employee background screening process – using state and federal databases, or just state? How far back does the screening of an employee go? Does the contractor look at convictions or just arrests? What disqualifies a candidate from assignment/employment?
4. **Certificate of Insurance:** Contractor shall provide proof of Workers Compensation, General Liability, Automobile Liability, Transportation Insurance and Fidelity Bond insurance.
5. **All-Inclusive Proposed Fees:** Contractor shall include any additional projected fees not expressly stated or requested in the RFP, including one-time fees that may be charged. What are the hourly rates for moving service?
6. **Scope of Services:** The proposal shall outline approach for providing services noted in the scope of services above and elsewhere in this RFP. Describe number of workers to be assigned to the project, listing of the equipment that will be used, type of vehicles to be deployed, and an estimated timetable for the coordinated moves. How many hours per day, how many days? Does the contract intend to use any subcontractors, if so provide name(s) of those involved in providing the service? Also, indicate whether there are services outlined in the scope that your organization is not prepared to offer.
7. **Supplemental Documentation:** Contractor shall include supplemental information, i.e. packing training documents or instructions, any pack/move recommendations based on findings from school tours, a sample of move labels recommended for the move.
8. **School Visits:** All contractors are invited to attend an optional pre-proposal tour of the schools on Wednesday, March 10, 2021 starting at Hammond Creek, 303 Pleasant Grove Dr., Dalton GA starting at 9:00 AM.
9. **Certificates and Required Documents:** Complete the forms in the proposal. Contractor shall complete the Electronic Verification of Work (eVerify) form, the Debarment or Suspension

Certificate and all required documents.

All proposals should be submitted via email to [angela.macon@dalton.k12.ga.us](mailto:angela.macon@dalton.k12.ga.us) or mailed/hand delivered to Dalton Public Schools by 2:00PM on March 24, 2021. Late responses will not be accepted.

All questions about the scope should be directed to Angela Macon via email at [angela.macon@dalton.k12.ga.us](mailto:angela.macon@dalton.k12.ga.us) between the hours of 8:00 AM and 4:00 PM. Dalton Public Schools encourages all prospective contractors to submit any questions as soon as possible. Questions should include “School Moving RFP Questions” in the subject line to ensure that the email is identified as relating to this RFP.

### **Mandatory Contractor Qualification Criteria**

Dalton Public Schools must be assured that the selected contractor has all the resources to qualify and successfully perform under the contract. This includes, but is not limited to:

- Regional management residing in or near northwest Georgia (could include Tennessee and Alabama)
- Adequate number of personnel with required skills
- Availability of appropriate equipment in sufficient quantity to meet the ongoing needs throughout the secondary school moves of instructional and office materials, equipment and furniture
- At least 3 current or recent client reference that Dalton Public Schools may contact
- Financial resources sufficient to complete performance under the contract

### **Submitting Questions**

All questions concerning this RFP must be submitting in writing via email to Angela Macon at [angela.macon@dalton.k12.ga.us](mailto:angela.macon@dalton.k12.ga.us) . Questions other than those submitted in writing will not be accepted. Only written responses will be binding. All contractors must submit questions by the deadline identified in the Schedule of Events.

## **Proposal Evaluation**

Dalton Public Schools reserves the right to reject any and all proposals received as a result of this RFP. The selected proposal will be the most advantageous regarding timing, quality of service, qualifications and capability to provide specified service, cost, and references. Evaluation criteria will be determined as follows:

Criteria	Points
Approach to project and proposed schedule	30
Ability to relocate items accurately and without damage	15
Qualifications of company	15
Cost	20
Required proposal documents and certificates	10
References from schools and similar projects	10

### **Failing to Comply with Submission Instructions**

Understanding proposals received after the identified due date and time or submitted by any other than means those expressly permitted by the RFP will not be considered. Proposals must be complete in all respects, as required in each section of this RFP. By submitting a proposal, the contractor agrees and assures that the specifications are understood and are adequate, and the contractor accepts the terms and conditions herein. Any exception must be noted in the contractor's response.

### **Rejection of Proposals; Right to Waive Immaterial Deviation**

Dalton Public Schools reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items when to do so would be to the advantage of Dalton Public Schools. It is also within the right of Dalton Public Schools to reject proposals that do not contain all elements and information requested in this RFP. A proposal will be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by Dalton Public Schools on a case-by-case basis.

## **SECTION 3: SPECIFICATIONS & REQUIREMENTS**

### **Contractor Information**

The contractor will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to this proposal.

## **Communication & Authorization**

An appointed school district representative will be the point of contact of the contractor of which requests, direction, coordination, and authorization will be communicated through.

Both the contractor and the school district will provide a working lead person at each site who shall be responsible to accept and execute instructions during the contract period. These persons shall have the responsibility to coordinate the move with other contractor employees.

## **Assignment**

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign the right to any proceeds from the performance of the contract without the prior written consent of Dalton Public Schools. In furnishing services, the contractor shall be acting as an independent contractor in relation to Dalton Public Schools. The manner in which the services are performed shall be controlled by the contractor, however, the nature of the services and the results to be achieved shall be specified by Dalton Public Schools. The contractor is not to be deemed an employee or agent of Dalton Public Schools and has no authority to make any binding commitments or obligations on behalf of Dalton Public Schools except as expressly provided herein. This clause of the contractor does not prevent Dalton Public Schools from requiring the contractor to have its employees follow normal rules and guidelines for work performance, discipline and safety or from requiring contractor to perform the requirements of this contract satisfactorily.

## **Security/Confidentiality**

The contractor is required to screen all employees for on-site operations for prior criminal records of violence, acts against women or children, perversion or similar acts that could put members of Dalton Public Schools community at risk. Dalton Public Schools reserves the right to screen all contractor employees appointed to on-site operations, including independent background checks. Dalton Public Schools reserves the right to bar access to the campus to individuals deemed to be a threat to the campus community. The campus is drug free, alcohol free, smoke free, and weapon free workplace, and Dalton Public Schools reserves the right to request removal of any contractor employee from campus, at will. The contractor must agree to comply with this request.

School district employees will be available to open and close school and room access each day for the contractor to fulfill the work requirements of the contract. All doors and windows shall be closed and locked upon completion of cleaning or maintenance operations in the area. If contractor requires extended hours or weekends to complete the project in a timely and cost effective manner, badge access to the school may be considered. Contractor and its employees shall not disturb papers or personal effects on desks, and shall not open drawers or cabinets, or use any office equipment including but not limited to telephones, computers, copiers, radios or televisions. No unauthorized person or persons shall accompany contractor's personnel conducting work under this contract.



## **Personnel**

All work must be performed by skilled, experienced personnel, directly employed, supervised and trained to work with materials and equipment of the trade in a safe and appropriate manner. Any complaints shall be handled through the school's designated representative. At the request of the school district, the contractor shall replace any person in the company that Dalton Public Schools deems to be unqualified to perform the work. The school district and contractor shall each promptly notify the other of any complaints received.

## **Work Permission Requirement**

The contractor agrees and acknowledges that its employees and agents, as well as any subcontractor or subcontractor's personnel, working on the contract must be a citizen of the United States, or must be lawfully admitted for residence and be permitted to work in the United States under the immigration and naturalization Act 8 USC 101, et seq.

## **Storage**

Dalton Public Schools prefers that moving activities are timed to occur within the daily work schedule to avoid overnight storage of materials, equipment and furniture on the tractor trailer or truck. However, temporary overnight tractor trailer or truck storage may be used if there are unforeseen constraints that do not permit unloading until the next workday. The trailer must be secured and staged in an area approved by a school district representative. It will be a requirement of Dalton Public Schools that the school district materials, records, equipment and furniture remain on the school property if contractor's trailers or trucks are not unloaded at the end of each work day.

Contractor will maintain transportation insurance for the vehicle and district contents. The contractor's transportation insurance would be used in an event of damage or loss during transportation or overnight storage, even on school district property.

## **Safety**

The contractor will perform all work in a safe manner, adhering to OSHA and DOT guidelines, with proper techniques and equipment in order to preserve the safety of school employees, contractors and visitors. At no time will the contractor perform any act that is unsafe.

Contractor employees will be required to possess and readily show company identification while working on school campus.

Contractor vehicles must not park in fire lanes, on sidewalks, in landscaped areas or any area not intended for vehicles.

## **Additional Requirements**

At a minimum, the selected contractor must carry the following insurance for the entire period of the awarded contract and must name Dalton Public Schools as an additional insured:

- Workers' Compensation Insurance at a minimum \$1,000,000 per incident that covers all employees of contractor that works in/on the schools.
- General Liability or similar comprehensive insurance policy with a minimum of \$1,000,000 per incident coverage for the following:
  - Property Damage
  - Contractual Liability
  - Personal or Bodily Injury
- Business Automobile Liability at a minimum \$1,000,000 per incident that covers all vehicles and drivers of contractor that works on the schools moving project.
- Transportation Insurance

Contractor warrants to Dalton Public Schools that all labor performed and materials furnished by the contractor shall conform to the specifications of this agreement, be of good quality and free of defects. Contractor expressly warrants that the work shall remain free of defect for a period of at least three months from the date of completion.

## **COVID-19 Protocols**

Dalton Public Schools requires wearing face masks where social distancing may be difficult to maintain. The CDC advises that wearing face masks will assist in slowing the spread of the virus and help people who may have the virus unknowingly from transmitting respiratory droplets to others.

## **SECTION 4: SCHOOL MOVE REQUIREMENTS**

### **Packing and Moving Responsibilities**

Dalton Public Schools will be responsible for packing items in the classrooms, offices, and shared spaces. The school district shall pack, move and unpack all technology. Dalton Public Schools is seeking a contractor to move boxes of instructional materials, books, office files, supplies; furniture; physical education equipment; instruments; and appliances.

### **Materials, Records, Furniture, and Equipment**

Dalton Public Schools expects that most of the items to be moved will be staff boxes of classroom and media center books, instructional materials, office or classroom supplies, and records. Some of the moves will be unique where the teachers instructional materials would go to one facility, yet

their classroom supplies would go to another room or facility.

Most furniture and equipment will remain in the current school facility with some exceptions. At both the 1250 Cross Plains Trail facility and 1500 Manly St (Dalton High), some band instruments will be tagged to move to another school, and some instruments will stay at that school. There will be some furniture and equipment moved for the special education and the physical education programs. The school district assumes that some weight and exercise equipment will move from Dalton High to both 1250 Cross Plains and 303 Pleasant Grove Dr (Hammond Creek).

Since 104 Fort Hill Terrace (Morris Innovative High) is closing, the school district expects a greater amount of furniture and equipment to move out of the school to the other three (3) secondary schools. However, old, damaged, and unnecessary equipment and furniture will remain. Dalton Public Schools anticipates media center furniture will move to Hammond Creek, as well as the nurse's office, teacher podiums, and appliances like faculty room refrigerators, classroom stove, and washer and dryer. There will be student science tables and other student classroom furniture to be moved to 1250 Cross Plains, as well as teacher podiums. There are early childhood classroom furniture of cribs, tables, chairs, desks, cabinets, bookcases that will be moved to Dalton High.

### **Buildings Serviced**

There are four (4) school sites being serviced for this contract. The 1250 Cross Plains Trail facility, 1500 Manly St (Dalton High), 104 Fort Hill Terrace (Morris Innovative High), and 303 Pleasant Grove Dr (Hammond Creek). The Cross Plains Trail school facility has two subsections – Dalton Junior High School, and The Dalton Academy. The schools at Cross Plains Trail are a single story facility. The other three (3) schools, Dalton High, Morris Innovative High, and Hammond Creek are two story facilities that have elevator access and multiple staircases.

## School Moves and Proposed Calendar

The school moves are listed below with a suggested timeline. Dalton Public Schools is seeking from the moving contractor their proposed calendar that can be faster or slower so long as the work starts on June 1 and is completed no later than June 30.

Phase	Origin	Destination	Dates	# Spaces
1	1250 Cross Plains	Hammond Creek	6/1 – 6/3	94
2 <i>internal</i>	1250 Cross Plains	1250 Cross Plains	6/4 – 6/8	58
3a	Dalton High	1250 Cross Plains The Dalton Academy	6/9 – 6/11	18
3b	Dalton High	1250 Cross Plains Dalton Junior High	6/9 – 6/11	16
3c	Dalton High	Hammond Creek	6/9 – 6/11	2
4 <i>internal</i>	Dalton High	Dalton High	6/14	16
5a	Morris Innovative High	1250 Cross Plains The Dalton Academy	6/15 – 6/17	16
5b	Morris Innovative High	1250 Cross Plains Dalton Junior High	6/15 – 6/17	9
5c	Morris Innovative High	Dalton High	6/15 – 6/17	12
5d	Morris Innovative High	Hammond Creek	6/15 – 6/17	5

## Moving Responsibilities

The selected contractor shall have the responsibility to move all identified and tagged boxes and items from the locations listed above to its proper destination and new room.

## Protection of Property

The contractor will ensure that Dalton Public Schools school property is properly prepped and protected for safe moving. Finishes of furniture, millwork, flooring, walls, doors, ceilings, stairwells, elevators, and windows must retain their pre-move appearances and function. Contractor will be responsible for damages to elevators, if weight limits are exceeded. Dollies shall be free of grease, oil, etc to prevent stains on carpeting and flooring, including any apertures that may scratch or mar flooring and walls.

Proper equipment and/or vehicles must be utilized for transport. The contractor assumes all responsibility for damaged or lost property and must resolve any such issues within 30 days of discovery through replacement, repair or reimbursement. The contractor must work with an appointed school district representative in doing so. In no event will Dalton Public Schools be responsible for any damages to any of the contractor's equipment, either lost, damaged, destroyed or stolen.

## **Cleanup**

The contractor will be responsible for cleanup of any and all materials directly used by the contractor during the moving process. This includes but is not limited to contractor installed wall and floor protection, padding and wrapping. The contractor is responsible for the removal from the location any and all waste materials or other debris for the project and is responsible for all costs associated with the disposal of debris. This does not include boxes, pallets or packing materials use or provided by the school district.

## **Contractor Requirements**

The contractor shall:

- Have some flexibility with move out and move in dates
- Bring own necessary moving equipment and supplies such as pallet jacks, dollies, carts, hand trucks, straps, clean moving pads and blankets, etc.
- Provide protection for flooring, stairwells, elevators, door jams, walls, etc.
- Be prepared if there is an event of bad weather conditions
- Provide responsive and friendly customer service to all Dalton Public School employees
- May participate in the optional pre-proposal school tours

## **Timeline and Execution**

Work to be performed during the working hours of 7:30AM to 8:30PM Monday through Friday. When required, contractor will be available on weekends if move is behind schedule. Dalton Public Schools will provide safe and free access to the four secondary schools involved in the moves. Dalton Public Schools will consider alternative schedules proposed by contractor (extended hours and weekends) in an effort to save time and money.

## **SECTION 5: TERMS & CONDITIONS**

### **Payment Terms**

Dalton Public Schools payment terms are thirty (30) days from the receipt of a properly prepared and submitted invoice. Invoices will be considered for approval after the date of completion for the performed service.

## **Incurred Costs**

Dalton Public Schools is not liable for any costs incurred by the contractor in the preparation and production of a bid/proposal or for any work performed prior to the issuance of a contract.

## **Duration of Submission**

Submitted proposals shall remain valid and open for acceptance for a period no less than sixty (60) days subsequent to the opening of proposals. No bid/proposal may be withdrawn during the period of firm offering.

## **Selection of Contractor**

Dalton Public Schools will enter into a written contract with the most responsive proposer as determined by the evaluation criteria mentioned above. Dalton Public Schools reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interest of the school district. Dalton Public Schools also reserves the right to award contracts for individual items/services as may appear advantageous and to waive all formalities of the Request for Proposal.

## **Right to Additional Competition**

Dalton Public Schools occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any services described in this request if deemed to be in the best interest of Dalton Public Schools.

## **Modifications**

Any contract between the contractor and Dalton Public Schools may only be modified by a written agreement signed by both parties or their duly authorized agents.

## **Proposal Errors**

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error, however, contractor may be removed from the Dalton Public Schools vendor list.

## **Undue Influence**

In order to ensure the integrity of the selection process, contractor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the contractor's response, directly or indirectly, through any contact with Dalton Public Schools board members or other Dalton Public School officials from the date this solicitation is released until the award of a contract by Dalton Public Schools.

## **Gratuities**

Dalton Public Schools may, by written notice to the contractor, cancel any agreement between the contractor and Dalton Public Schools without liability to Dalton Public Schools if it is determined by Dalton Public Schools that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the contractor or any agent or representative of the contractor to any officer or employee of Dalton Public Schools with a view toward securing a contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event a contract is cancelled by Dalton Public Schools pursuant to this provision, Dalton Public Schools shall be entitled to, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the contractor in providing such gratuities.

## **Contractual Relationship**

Nothing herein shall be construed as creating the relationship of employer or employee between Dalton Public Schools and the contractor or between Dalton Public Schools and the contractor's employees. Dalton Public Schools shall not be subject to any obligations or liabilities of the contractor or its employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the contractor nor its employees shall be entitled to any of the benefits established for Dalton Public School employees, nor be covered by Dalton Public Schools workers compensation program.

## **Indemnification**

The contractor shall indemnify, defend and hold harmless Dalton Public Schools, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of the contractor, its officers, agents, or employees, in performance of contract, so long as the sole negligence of Dalton Public Schools is not the cause of the loss, claim, damage, expense or cost.

## **No Waiver of Immunity**

Notwithstanding anything to the contrary in this request, the contractor acknowledges, stipulates, and agrees that nothing in this request shall be construed as a waiver of any defense available to Dalton Public Schools, including but not limited to any statutory or governmental immunity available to Dalton Public Schools under applicable law.

## **Advertising**

The contractor shall not advertise or publish, without the prior consent of Dalton Public Schools, the fact that Dalton Public Schools has entered into a contract with the contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

## **Student Information**

Contractor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by Dalton Public Schools, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 USC section 1232g, and Health Insurance Portability Accountability Act of 1996 (HIPAA) Pub L No. 104-191, 110 Stat. 1936. Dalton Public Schools has determined that the contractor has no legitimate interest in the educational or health records of Dalton Public School students for this project. Should the contractor and its personnel, if any, become knowledgeable of the details within any such records, the contractor shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between Dalton Public Schools and the contractor.

## **Insurance**

The contractor will carry and maintain Workers' Compensation, General Liability, Automobile Insurance, Transportation Insurance, and Fidelity Bonding insurance. Proof of such will be furnished to Dalton Public Schools.

## **Price Warranty**

The contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the contractor, any fee, commission, percentage, brokerage fee, gifts,



or any other considerations, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, the school district shall have the right to annul this agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### **Suspension & Debarment**

Neither the contractor nor any of its officers, directors, owners, members, employees, or agents is listed on the General Services Administration List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with EO 12549 and EO 12689 – Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory and regulatory authority other than EO 12549.

### **Equal Opportunity**

Dalton Public Schools is an equal opportunity employer. It is the policy of Dalton Public Schools to offer equal educational and employment opportunities to all persons without discrimination on the basis of race, color, national origin, religion, sex, age, or disability.

### **Sexual Harassment**

Dalton Public Schools is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of an educational and work climate. Failure of the contractor, its employees, and/or subcontractors to comply with Dalton Public Schools policy regarding sexual harassment will result in the removal of any such individuals in violation of the policy and could require termination of the contract without advance notice.

### **Tobacco Policy**

The contractor must comply with Dalton Public School's tobacco policy. Use of tobacco, e-cigarettes, and other vaping devices is prohibited for all individuals on all school campuses which includes a person's vehicle in the school parking lot. The contractor shall be responsible for the implementation and enforcement of this requirement with respect to its employees and subcontractors.

**PROPOSER’S DECLARATION**

The proposer understands, agrees and warrants:

- 1. That the proposer has carefully read and fully understands the full scope of the specifications. That the proposer has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- 2. That the installer must have a one million dollar (\$1,000,000) general liability policy, proof of workers’ compensation on all workers, and proof of vehicle insurance that covers all vehicles on school property. Proof of all insurances must be included in the Request for Proposal (RFP).
- 3. That this RFP may be withdrawn by requesting such withdrawal in writing at any time prior to Wednesday, March 24, 2021, at 2:00 PM, but may not be withdrawn after such date and time.
- 4. That Dalton Public Schools reserves the right to reject any or all RFPs and to accept that RFP or portions of the RFP which will, in its opinion, best serve the public interest. Dalton Public Schools reserves the right to waive any technicalities and formalities in the RFP.
- 5. That by submission of this RFP the proposer acknowledges that Dalton Public Schools has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the proposer.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this RFP.

PROPOSER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AFFIX CORPORATE SEAL *(If Applicable)*

**CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this contract, the proposer agrees as follows:

The proposer agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, color, national origin, religion, sex, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the proposer’s non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Dalton Public Schools. The proposer may be declared by the school system ineligible for further contracts with Dalton Public Schools until satisfactory proof of intent to comply shall be made by the vendor.

The proposer agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

PROPOSER:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Owner, Partner or Officer of Firm

\_\_\_\_\_  
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the proposer to submit the attached Request for Proposal (RFP). Affidavit further states as proposer, that they have not been a party to any collusion among other proposers in restraint of competition by agreement to respond at a fixed price or to refrain from proposing; or with any office of Dalton Public Schools, or any of its employees as to quantity, quality or price in the prospective contract; or any discussion between other proposers and any official of Dalton Public Schools, or any of its employees concerning exchange of money or other things of value for special consideration in submitting a sealed RFP for:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
NOTARY PUBLIC

# 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 Dalton Public Schools has registered with and is participating in a federal work authorization program\* [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 (IRCA), P.L. 99-603], 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 Dalton Public Schools, 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 substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Dalton Public Schools at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot 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

\* 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)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:

**DEBARMENT OR SUSPENSION CERTIFICATE**

Dalton Public Schools is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting this certificate, contractor certifies that non suspension or debarment is in place which would otherwise preclude the contractor or its owners/members/principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

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Contactor Official's Name

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Signature

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Contractor/Company Name

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Date