REQUEST FOR PROPOSALS
GUARDRAILS
Stephens County High School
Owner: Stephens County School System Board of Education
Toccoa, Georgia 30577

For all questions about this RFP and to submit proposal contact:
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Toccoa, Georgia 30577
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DUE ON:
Wednesday, June 15, 2011, 2:00 P.M.

The objective of this Request for Proposal is to provide product prices for approximately 600 feet of guardrails for the new Stephens County High School.

To furnish all labor, materials, equipment and traffic control as needed to install approximately 600 feet of W-Beam (galvanized per state detail 4010). Guardrail post to be driven with truck mounted pounder and are set on 6’3” centers, Max. Each end of rail will have buffered end wing rail. One section is continuous 250 feet and one section is continuous 350 feet.

- The laws of the State of Georgia shall prevail concerning all purchases and services under this RFP and subsequent contract(s).

Scope of Work
- Bring expertise in procurement of guardrails for a roadway at the new SCHS.
- Manage the acquisition of guardrails to final installation.
- To provide high-quality product and services by certified providers at the lowest possible price.
- Complete the project within contract price and meet the project deadline date.
- Work closely with the Stephens County School System who will coordinate this project.

Stephens County School System Reserves the Right to:
A. Waive formalities and technicalities in any proposal.
B. Reject any and/or all proposals wherein its judgment when it will be in the best interest of the school system.
C. Award this contract to the vendor who in the school system’s opinion is most responsive and responsible, and will perform in the best interest of the Stephens County School System.
D. Price alone will not be the determining factor in the contract award.
E. Cancel or amend this RFP prior to the proposal due date.
F. All amendments and additional information will be posted to the Stephens County School System website at www.stephenscountyschool.com. Proposers are encouraged to check this website frequently.
G. The Proposers waive any right to claim damages of any nature whatsoever, based on the selection process, any communications associated with the selection, and the final selection of the successful Proposers.

H. During the review process, the Owner shall have the right to request from the Proposer any other information, clarification, and/or address technical questions as it deems necessary for evaluation of proposal. Failure to promptly respond may be sufficient grounds for rejection of the proposal.

I. Retain proposals and all submitted documentation.

J. The Owner has the right, at any time after opening and prior to award, to request from any information, clarification, address technical questions, or to seek or provide other information regarding the RFP. Such a process may be used for such purpose as providing an opportunity for the Proposer to clarify proposals in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

K. The contractor shall notify the Stephens County School System in writing if sub-contractors will be used. The contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor’s portion.

L. The final award of this proposal is contingent upon the approval of the Board of Education.

Equal Opportunity Policy
Vendors shall abide by the school system’s non-discrimination policy (DJED). The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is the further policy of the Board to insure equal opportunity for minority owned businesses and minority professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

Non-Collusion Certification
A. The Proposers shall certify that the price(s) and amounts of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposers, or potential Proposers. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposers or potential Proposers, and they will not be disclosed before contract award. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

B. The Proposers, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. The Proposers understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Georgia Security and Immigration Compliance Act of 2006 Certification
The Proposers shall certify that the Proposers and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-91.

Bonding
The Stephens County School System does not require a bond for this project.

Insurance
A. The awarded contractor shall furnish to the SCSS a Certificate of Insurance showing compliance with the limitations listed herein. The Certificate of Insurance must be sent to the Stephens County School System prior to commencement of work.

B. The vendor(s), and any of the vendor’s sub-contractors, agrees to comply with the provisions of worker’s compensation laws of the State of Georgia. A certificate from an insurance company showing issuance of worker’s compensation coverage for the State of Georgia or a certificate from Georgia Worker’s Compensation Board showing proof of ability to compensate directly shall be submitted to the Stephens County School System prior to beginning the work.

C. Below is listed the insurance coverage which must be procured by the vendor at his own expense. The vendor agrees to follow instructions indicated in each case:

1. Comprehensive General Liability Insurance. Personal injury, including death, with limits of $1,000,000 for each person and $2,000,000 for each accident.
2. Professional Liability Insurance. Personal injury, including death, with limits of $1,000,000 for each person and $2,000,000 for each accident.
3. Property Damage – limits of $100,000 for each accident and $300,000 for the aggregate.
4. Auto Liability - including Owner, hired, and non-owned vehicles with limits of Bodily injury, including death limits of $1,000,000 for each person and $1,000,000 for each occurrence, and Property damage limits of $1,000,000 for each occurrence.
5. Umbrella Excess Liability Insurance: Contractor shall carry umbrella excess liability including Auto, General Liability and Professional Liability in the amount of $1,000,000 over existing primary insurance and over self-insured hazards.
6. Environment Impairment Liability and/or Pollution Liability - $1,000,000 per occurrence.

D. The contractor shall indemnify and hold harmless the Stephens County School System, its officers, officials, representatives, agents and employees, from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, except where caused by the active negligence, sole negligence or willful misconduct by the Stephens County School System. This hold harmless clause is in no way an admission of liability on the part of the Stephens County School System, or any of its agents, representatives, or employees. The Proposers waive any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposers.

Payments and Pricing

A. Payment for any work from this contract shall be made upon receipt, inspection, and acceptance of completed work and receipt of proper itemized invoices.

B. The Stephens County School System will not pay any penalties for late payment of invoices.

C. The school system is exempt from State sales tax. All federal and state taxes and fees that can be eliminated in sales to public school systems in the State of Georgia should not be included in the proposed price.

D. Proposed prices shall include all charges to complete the work as specified. The SCSS requests most favored customer competitive pricing. All deliveries are FOB destination with the school system assuming ownership and liability at the final destination when the project is complete.

Proposers Business Qualification Requirements

A. Proposers are licensed to do business in the State of Georgia, are in good standing with federal, state and municipal jurisdictions to conduct business with the school system, and are not under investigation or engaged in litigation that would hinder the conduct of business.

B. Proposers have presently, or will have at the time of implementation, the professionals, technicians and supporting staff necessary to deliver the proposed goods, services and systems.

C. Proposers have presently, or will have at the time of implementation, the required licenses, certifications, and subject matter knowledge to deliver the proposed goods, services and systems.
APPENDIX A - PROPOSAL CERTIFICATION

We propose to furnish and deliver any and all of the goods and/or services named in our proposal at the prices stated. It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Stephens County School System, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Stephens County School System.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. Any exceptions are noted in writing and included with this proposal. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of ninety days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposers.

Authorized Signature __________________________ Date_______________________

Print/Type Name ______________________________________________________________________

Company Name _______________________________________________________________________

Address: _____________________________________________________________________________

Phone Number: _______________________________________________________________________

Email Address: _______________________________________________________________________

Fax Number: _________________________________________________________________________