



Dalton Public Schools

**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL
FOR**

Vape Detectors

2023-2024 DALTON PUBLIC SCHOOLS

BID NUMBER (#2023-2001 DPS Vape Detectors)

ISSUED May 4, 2023

Proposal Opening: June 5, 2023 – 1:00P.M.

Invitation to Bid

To: All Bidders

Dalton Public Schools invites you to bid to provide Vape Detectors:

Dalton Junior High School (DJHS)/The Dalton Academy (TDA) 1250 Cross Plains Trail,
Dalton, GA. 30720,

Hammond Creek Middle School (HCMS) 330 Pleasant Grove Drive, Dalton, GA. 30721

Dalton High School (DHS) 1500 Manly Street, Dalton, GA. 30720

Bid prices quoted shall remain effective until September 01, 2023. The prices in this bid supersede any other quote given to Dalton Public Schools to date on the same items.

Responses to this Invitation to Bid shall be submitted in a sealed envelope marked "Bid No. 2023-2001 Vape Detectors. Bids may be mailed or delivered to Dalton Public Schools, Maintenance and Operations Building, 412 S. Hamilton St., P.O. Box 1408, Dalton, Georgia 30722-1408 or hand delivered to the Maintenance & Operations Department before bid opening time.

Bids will be opened at the Maintenance and Operations Building Conference Room located at 412 S. Hamilton St., P.O. Box 1408, Dalton, Georgia 30722-1408 on June 5, 2023 – 1:00P.M.

Bidders are required to use the enclosed specifications forms. They are instructed to read carefully all items, conditions and specifications in this letter and the attached pages before completing their bid.

Dalton Public Schools reserves the right to accept or reject any and all bids, and to waive any irregularity in bids received to award the entire bid to one vendor or to make awards by groups or line items, whichever is in the best interest of the school district.

Any questions concerning this bid may be forwarded to: Jeff.wells@dalton.k12.ga.us

Your interest and participation are solicited and appreciated.

Sincerely,

Jeff Wells

Jeff Wells
Safety and Transportation Corrd.
Dalton Public Schools

General Terms and Conditions

1. Bids should be mailed in ample time to assure delivery before the bid opening date and time:

Mail To: Dalton Public Schools
Attn: Jeff Wells
412 S. Hamilton St
Dalton Ga 30720

2. Bids may be hand delivered to the Dalton Public Schools' 412 Building, 412 S. Hamilton St, Dalton Ga, prior to bid opening time.
3. Bids must be on the specifications forms provided within this Invitation to Bid, sealed within an envelope marked as shown in the cover letter.
4. **No awards of any kind are made at the time of the bid opening.** A copy of the bid tabulations and/or the awards will be available upon request after the bid has been awarded.
5. Vendor is responsible for the removal from the location any and all waste materials or other debris from the delivery, assembly, and installation of items received and all cost associated with the disposal of the debris.
6. All Vendors MUST meet trucks to receive shipment. Dalton Public Schools personnel will not meet carrier to receive delivery.
7. Bid submitted must include any and all freight and handling cost. Dalton Public Schools will pay no additional charges.
8. The bidder's and manufacturer's representative's responsibilities to Dalton Public Schools include, but are not limited to, handling any problems with products supplied and any necessary instruction on use and upkeep.
9. When an article of particular make or trade name is specified, it is meant to establish a quality standard and is not intended to eliminate competing articles of equal quality. Bidders are at liberty to quote on substitutions provided complete specifications are included with the bid. Vendor is also required to describe all exceptions to our specifications and include a color photo. We need the URL for the manufacturer website for the product listed. If no substitutions are indicated, it will be assumed the quotations are based on our specifications. DPS reserves the right to accept a higher bid on items where the need to "match existing items previously purchased" exists and the lower bidder does not meet bid specifications.
10. Samples may be requested for comparison purposes. Samples, when required, must be furnished free of expense to Dalton Public Schools, and must be tagged with the bidder's name and bid item number. If samples are not used or destroyed in testing, the bidder must claim them within thirty (30) days from date of bid or they will become the property of the school system. If there is a sample of the item within 30 miles that can be viewed, please let us know.
11. No partial payment will be made. The total amount of each purchase order will be paid only after the complete order has been received in good condition. The final inspection and approval must be made by an authorized representative of Dalton Public Schools.
12. The bidder, by submitting a bid, certifies that to the best of their knowledge, neither they nor any of their suppliers discriminate against any employee or applicant for employment because of any protected class as defined by federal Equal Employment Opportunity regulations.

13. Dalton Public Schools has the right to award the entire bid to one vendor or to separate the bid and order by line item. Dalton Public School reserves the right to order additional quantities or reduce quantity amounts as need to meet the school's needs. Dalton Public Schools reserves the right to reject any or all bids to best meet the interests of the school district.
14. Work is to be done during normal hours unless otherwise specified in this contract. Normal working hours are from sunrise to sunset, 7 days a week. If access to a site or building is required at other times, arrangements must be made 48 hours in advance with the Safety Coord or his designee. From time to time schools preform student testing. During these testing periods, work hours will be scheduled around student testing. Safety Coord. will provide test schedules to the contractor as they are made available.
15. All work shall be done in a professional manner and must comply with all Federal, State, County and City codes and Fire Safety Codes. All work requiring licensed mechanics by code or regulation shall be done only be employees having such licenses.
16. The successful Contractor has assumed the responsibility of furnishing all services, labor and materials for the entire work in accordance with the contract documents. No Board Member will inspect work or discuss specific terms of contract with the successful Contractor unless requested by the Superintendent of Schools. Failure to restrict contacts/discussion regarding this RFP with the Safety Coord. and designated system contacts will be deemed a serious breach of process and may, at the Owner's sole discretion, result in disqualifying the violating party's firm from further consideration in this RFP opportunity. Additionally, any unauthorized contact with members of the School Board or System employees by a Contractor or a contractor's representative concerning this bid may result in the disqualification of the Contractor.
17. All sub-Contractor shall be bound by all the above requirements and Specifications. NO more than 10% of all working staff will be allowed as subcontracted work. 90% of all work must be self-preformed.
18. Please include 3 outside references where you have done work similar to the specifications in this bid within the last 5 years. Please include a name and phone number that we might contact. See attached form.
19. Proposals must include proof of relevant qualifications such as certifications, etc. for personnel working on the project.
20. Winning bidder agrees to provide recent background check information to Dalton Public Schools for all contracted and subcontracted personnel required to work at any of Dalton Public School facilities.
21. All bidders must include a name and phone number that we might reach someone in your organization with any questions about your proposal.
22. Please include the name of the sales person or account executive that will be handling our account after the RFP is awarded and we submit purchase orders.
23. The Contractor shall keep himself fully informed of all existing and future State and Federal laws, all regulations of the various departments and agencies of the State of Georgia, local ordinances, codes and regulations in any manner affecting those engaged or employed in the work, or the materials used in work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same.
24. The contractor shall notify the Owner in writing of the names and addresses (in the RFP

packet) of all proposed subcontractors necessary to execute specifications of this RFP. Subcontractors will not be recognized as having a direct relationship with the Owner. The person engaged in the work, including employees of subcontractors and suppliers will be considered employees of the provider and their work shall be subject to the provisions of the agreement. References in the documents to actions required of the subcontractors, manufacturers, suppliers, or any person, other than the provider or the owner shall be interpreted as requiring the provider shall require such subcontractor, manufacturer, supplier, or any person to perform the specified action. A subcontractor for any part of the work must have experience on similar work and, if required, furnish the owner with a list of projects.

25. The company shall not assign any interest in this contractual agreement and shall not transfer any interest in the same without prior written consent of the Board.
26. No reports, information, or data given to or prepared by the company under this contractual agreement shall be available to any individual.
27. No costs can be involved which are not specifically addressed in the proposal.
28. Pricing of goods must be itemized and clearly indicate manufacturer, model, and warranty and include a clear specification summary.
29. Pricing of services must be itemized and clearly indicate the service proposed.
30. Proposal will include no obligations for Dalton Public Schools to purchase a specific number of units or to purchase additional units from the awarded vendor of this contract.
31. If additional units are needed, pricing quoted shall remain effective for the entire length of the agreement.
32. Workmanship shall be of good quality and be in accordance with or equal to the standards of the industry. All work shall be square, level, true to line, neat and appropriate for the work being done.
33. The Contractor's attention is directed to the fact that the schools will be in use while work is being performed. The Contractor shall cooperate with Owner's representative in scheduling the work that will affect the normal operation of the school program. This work must be done in conjunction with normal school activities and in no case is to interfere with the normal operation of the school. This shall include changes in site work, interruption of utilities, etc. The Contractor, at his own expense, shall provide barricades, lights, enclosure, fencing, and any other safe guards to protect the people occupying the schools as well as the work in progress.
34. The Contractor, upon arrival, is to check in with the office at each school and notify the school that Contractor is on site. All Contractor's employee on site must wear a visitor sticker. This is to be done for every day Contractor is on site. Failure to do so may void contract.
35. The Contractor shall be responsible for obtaining all permits and licenses and shall pay all fees required by the various governmental agencies in connection with this work. The above shall apply to sub-contractors.
36. Extreme caution will be exercised by all workmen on the project to insure that all precautions are taken to prevent any injury to schoolchildren. Children shall be kept away from the area of work while work is in progress. Until project is complete, the site is to be left in safe condition at all times when Contractor is not on site.
37. A Change Order is a written order to the Contractor signed by the Owner and issued after execution of the contract, authorizing a change in the work or an adjustment in the

contract sum or the contract time. The contract sum and the contract time may be changed only by change order. A change order signed by the Contractor indicates his agreement therewith, including the adjustment in the contract sum or the contract time.

38. The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by a change order, and shall be performed under the applicable conditions of the contract documents.
39. The cost or credit to the Owner resulting from a change in the work shall be determined as follows: The Owner will require an itemized proposal, which will list all labor, material, subcontract amount and contractor's fee. Safety Coord. will have authority to approve changes with contractors.
40. No change order will be executed nor work performed without the prior written consent of both the Owner and contractor.
41. All school areas are tobacco free-no smoking, no vaping, chewing, dipping, etc.
42. No vulgar language or obscene gestures allowed on school grounds. Long pants or shorts may be worn (shorts must be mid-thigh in length). Shirts with sleeves must be worn at all time.
- 43. There is no estimated budget for this project.**

ASBESTOS CONTAINING BUILDING MATERIALS AND TOXIC SUBSTANCES:

A. ASBESTO:

All contractors are notified that ACBM (asbestos containing building materials) may be present in the areas of work to be covered by these specifications

1. Every school administrative building has a "**Asbestos Hazard Emergency Response Act(AHERA) Management Plan**" on file and the location and other information of all asbestos, if any, is shown. An AHERA Management Plan is also kept at the Operations Department office located at 412 S Hamilton St Dalton, Georgia 30720 and is available for contractors to consult. Requests to view these plans must be made 24 hours in advance. Copies of individual sheets may be obtained for \$.50 per sheet.
2. If the Contractor should encounter suspected ACBM, he shall cease work immediately in that area and notify the Owner.
3. The Contractor shall notify the Director of Operations, at 706-876-4082, by telephone and in writing with details of the material, the location, and the extent of the suspected material.
4. The Owner shall have the suspect material tested by an accredited testing laboratory, if it has not been previously tested.
5. The Contractor shall not remove any material that contains asbestos. If any ACBM is found that must be removed, the Owner shall make all arrangements and shall pay all costs to have the ACBM removed by an accredited abatement contractor. The Contractor shall cooperate with the asbestos removal contractor to minimize delays to the contract.

INSURANCE REQUIREMENTS

Provide the types of insurance listed below. Provide limits of insurance as listed below. Dalton Public Schools Board of Education and its employees shall be listed as additionally insured.

Type of Insurance	Policy Number	Policy Effective Date: (mm/dd/yy)	Policy Expiration Date: (mm/dd/yy)	Limits
General Liability Commercial General Liability (X) Occur (X) Owners/Contractor's Protection				General Aggregate \$2,000,000 Products Comp/OP Agg \$2,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence \$1,000,000 Damage to Rented Premises (each occurrence) \$500,000 Med Exp (Any 1 person) \$50,000
Automobile Liability Any Auto (X) All Owned Auto Scheduled Autos Hired Autos Non Owned Autos	Physical Damage Scheduled Vehicles ACV/Deductibles \$500 Comprehensive \$500 Collision			Combined Single Limit: \$1,000,000 Bodily Injury: \$ (Per Person): Bodily Injury:\$ (Per Accident): Property Damage: \$
Excess Liability (X)Umbrella Form () Other Than Umbrella				Each Occurrence \$1,000,000 Aggregate \$1,000,000
Workers Compensation Employers Liability The Proprietor/() Incl. Partners/Executive Officers Are () Excl				(X)WC Statutory Limits ()Other EL Each Accident \$1,000,000 EL Disease/Policy Limit \$1,000,000 EL Disease/Ea. Emp. \$1,000,000
Hazardous Materials Endorsements				

Certificate Holder: Dalton Public Schools
412 S Hamilton St
P. O. Box 1408
Dalton, GA 30720-1408

In addition to the original insurance specification the following additional insurance requirements are mandatory:

1. Workers Compensation (WC): Mandatory for this Contract
NO EXEMPTIONS

2. Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

3. Additional Insured: The vendor shall add the "Dalton Public Schools Board of Education", its officers, employees and agents" as an additional insured under the commercial general, automobile, and environmental impairment liability policies.

Proof of payment and/or insurability for the "Additional Insured" portion must be submitted with the proposal from the insurance carrier in the form of a confirmation of coverage letter reflecting the initiation and expiration dates.

Location of Work:

Dalton Junior High School (DJHS)/The Dalton Academy (TDA) 1250 Cross Plains Trail, Dalton, GA. 30720,

Hammond Creek Middle School (HCMS) 330 Pleasant Grove Drive, Dalton, GA. 30721

Dalton High School (DHS) 1500 Manly Street, Dalton, GA. 30720

Goal of Proposal

Dalton Public Schools seeks to obtain bid proposals for Vape Detectors. Dalton Public Schools is seeking a proposal for a turnkey purchase of vape detectors and the installation of the vape detectors. The Vape Detectors should have the abilities listed below.

1. Detect Vape and smoke
2. Provide audible messages from detector
3. Detects abnormal noise levels/occurrences such as fights or gunshots
4. Have Tamper Alert
5. Second by second alerts
6. Ability to recognize “Key Phrase” to notify staff of situation such as bullying
7. Customize notifications sent to specific people.
8. Store Information
9. Training on set up and use

Items listed below is required network infrastructure criteria that must be included:

- Cat6 or better Plenum wiring
- Panduit MiniCom terminations at both ends with a 3 ft. patch cable at the Vape detector side and 1 ft patch cable at the patch panel / switch side.
- Bid winner will work/communicate with district technology Network Admin to plan and implement wiring runs to closest MDF/IDF and make sure runs do not exceed 300 ft.
- Fluke testing for all runs is required with full report provided to district Network Admin; marginal passes will not be accepted.
- District will provide POE switch and configuration for the interfaces connected to Vape Detectors. Bid winner will collaborate with Network Admin for final configuration and documentation during implementation.
- Labeling for cable runs will be completed per requirements of the technology department
- Bid winner should provide documentation with serial numbers and MAC addresses with installed locations of all Vape Detectors to customer for documentation and location.
- Existing paths and penetrations should be followed. If any fire putty is removed, the installer is expected to replace it with new fire putty. If any new penetrations are needed, the use of EZ Path fire-rated pathways is required.

PROPOSAL FORM

TO: Dalton Public Schools
Attn: Jeff Wells, Safety and Transportation Coord.
Dalton Public Schools
412 S Hamilton St, Dalton, Georgia 30720

I have received and reviewed proposal documents titled: DPS 2023-24 Vape Detectors

In submitting this proposal, I agree:

- To hold proposal, open until 90 days after proposal date.
- To accept all provisions of the Instructions of Contractors.
- To execute a contract if awarded, on the basis of this proposal.
- To accomplish the work in accordance with the contract documents
- Each Proposal will be rated by the Dalton Public Schools Award Criteria sheet
- Contract will be awarded to the highest rated proposal
- After contract is awarded contractor will walk each school along with Safety Coord or Maintenance employee for contractor to obtain complete job scope and cost.

1. Dalton High School

24 Vape Detectors at the cost of \$_____

Installation Cost of 24 Vape Detectors at DHS \$_____

2. Hammond Creek Middle School

18 Vape Detectors at the cost of \$_____

Installation Cost of 18 Vape Detectors at HCMS \$_____

3. Dalton Junior High School / The Dalton Academy

24 Vape Detectors at the cost of \$_____

Installation Cost of 24 Vape Detectors at DJHS / TDA \$_____

4. Warranty on Detectors_____

Warranty on Labor_____

5. Number of Vape Detector installation jobs Performed _____

Number of Vape Detector installation jobs Performed for school systems. _____

Proposal Form

Information on person preparing RFP packet:

Name of Company _____

Address of Company _____

Phone number of Company _____

Name of person preparing RFP _____

Address of person preparing RFP _____

Phone of person preparing RFP _____

Name of person in charge of our account _____

Phone Number of the person in charge of our account _____

Proposal Form
Vendor Reference Sheet

Reference 1: _____

Company: _____

Point of Contact Name: _____ Phone: _____

Email: _____

Description of Project:

Reference 2: _____

Company: _____

Point of Contact Name: _____ Phone: _____

Email: _____

Description of Project:

Reference 3: _____

Company: _____

Point of Contact Name: _____ Phone: _____

Email: _____

Description of Project:

Dalton Public Schools Award Criteria

Bid # DPS 2023-2001 Vape Detectors

Date _____

Vendor Name _____

Vendor Contacts Name _____

Phone Number _____

	Highest Possible Rating	Rating
Total Proposal Cost	30	
Completeness of forms	10	
Reference	20	
Warrant Provided	20	
Experience in installation of Vape Detectors	20	
Ratings Total	100	

Scale Rating: 1 – 100

1 -20 Does not Meet Expectations

21 – 40 Partially Meets Expectations

41 – 60 Meets Expectations

61 – 80 Exceeds Expectations

81 – 100 Greatly Exceed Expectations

BIDDER’S DECLARATION

The bidder understands, agrees and warrants:

1. That the bidder has carefully read and fully understands the full scope of the specifications. That the bidder 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 bid.
3. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to June 5, 2023 – 1:00 P.M. but may not be withdrawn after such date and time.
4. That Dalton Public Schools reserves the right to reject any or all bids and to accept that bid or portions of the bid which will, in its opinion, best serve the public interest. Dalton Public Schools reserves the right to waive any technicalities and formalities in the bidding.
5. That by submission of this bid the bidder 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 bidder.

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 bid.

BIDDER:

Name

Title

Signature

Date

AFFIX CORPORATE SEAL *(If Applicable)*

CERTIFICATE OF NON-DISCRIMINATION

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

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry 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 bidders' non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Dalton Public Schools. The bidders 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 bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER:

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 bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; 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 bidders 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 bid for:

FIRM NAME

SIGNATURE

TITLE

Subscribed and sworn to before me this _____ day of _____ 2023.

NOTARY PUBLIC

STATE OF GEORGIA PROMPT PAY ACT AFFIDAVIT

THIS AFFIDAVIT IS TO ACCOMPANY THE BID

GEORGIA PROMPT PAY ACT: The Georgia Prompt Pay Act was enacted by the General Assembly in 1994 and took effect January 1, 1995. This act requires owners to pay contractors within 15 days of receipt of a pay request by the owner or the owner's representative. If payment is not made the owner shall pay the contractor 1 percent per month interest on the delayed payment. Additionally, the contractor must pay subcontractors within 10 days of receipt of payment from the owner.

This Act is Code Section 13-11-1 (Georgia Laws of 1994, p. 1398 par. 4)

FIRM NAME

SIGNATURE

TITLE

Subscribed and sworn to before me this _____ day of _____ 2023.

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 _____ 2023.

NOTARY PUBLIC

My Commission Expires:

