

Water Treatment Services for Fayette County Public Schools

Request for Proposals No. 24-026-075

Georgia Procurement Registry Event No. PE-65615-NONST-2024-000000020

Objective

Fayette County Public Schools (hereinafter FCPS or the District) is soliciting proposals via this Request for Proposals (hereinafter RFP) from interested and qualified respondents to provide water treatment services, as specified within this solicitation, for multiple facilities within the Fayette County School District.

As is more fully explained in this RFP, an award, if made, will be made to the responsible and responsive respondent who provides the best solution to the described need, taking into consideration multiple evaluation factors as determined by the FCPS and defined herein.

It is the respondent's responsibility to address all elements of this RFP. Any respondent failing to meet the terms and conditions herein may suffer a reduction in their evaluation score up to a complete rejection of their proposal.

Responses Due

Responses to this request for proposals are due no later than the date and time specified in the timeline of events either physically or electronically to the FCPS Purchasing Department located at Facilities Services, 939 Goza Road, Fayetteville, Georgia 30215. Proposals received after the specified date and time will not be considered.

Section A: Instructions to Respondents

1. Designated Representative

1.1. The FCPS Purchasing Department has designated the following staff member as the representative of the Department and District during the solicitation process: Jamie Marrero (marrero.jamie@fcboe.org)

2. Respondent Registration

2.1. Respondents are encouraged to register with the designated representative listed above via email after reviewing this solicitation.

2.2. Respondents who register will automatically receive an email update with additional documents such as addenda and be notified of award issuance, even if they choose not to submit a proposal.

3. Schedule of Events

- 3.1. RFP Released: Wednesday, March 6, 2024
- 3.2. Respondent Questions Due: Friday, March 22, 2024
- 3.3. Addenda Issued (if applicable): Wednesday, March 27, 2024
- 3.4. Respondent Proposals Due: Before 10:00AM (EST), Monday, April 8, 2024
- 3.5. Anticipated Project Start: July 1, 2024

4. Georgia Open Records Act Compliance ([O.C.G.A. § 50-18-70](#))

- 4.1. This solicitation and any resulting responses, evaluations, contracts, agreement, or purchase orders are subject to the [Georgia Open Records Act](#) and may be released publicly.
- 4.2. Pursuant to the act, for any records or documents marked as “confidential” or “trade secrets” the respondent must submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets according to [O.C.G.A. § 10-1-761](#).
 - 4.2.1. Failure to attach such an affidavit will result in the record being considered public and subject to release under the Georgia Open Records Act.
 - 4.2.2. If FCPS determines that the specifically identified information does not constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order.
 - 4.2.3. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing.
 - 4.2.4. If the agency determines that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

5. Solicitation Documents and Forms

- 5.1. Documents and forms required for submission as part of this RFP can be found on the FCPS [Purchasing Department website](#).
- 5.2. Failure to include required submissions listed herein may result in a rejection of the proposal.
- 5.3. A list of required forms is contained herein and additional submissions may be required per the specifications contained herein.

6. Proposal Delivery

- 6.1. Proposals should be sent to the FCPS Purchasing Department and must be received before the proposal due date and time specified in the solicitation.
- 6.2. Proposals may be submitted electronically, by mail, or hand-delivered to Facilities Services, 939 Goza Road, Fayetteville, Georgia 30215, Attention: Purchasing Department.
- 6.3. No faxed or telephone proposals will be accepted or considered.
- 6.4. Proposals may be emailed to the designated representative if meeting the following guidelines:
 - 6.4.1. Emailed proposals must be in a consistent, clear, and readable format and complete. (Adobe PDF format is preferred unless specified otherwise)
 - 6.4.2. All proposal documents should be bound in one document. Multiple separate documents may result in evaluation score reductions.

7. Attachments

- 7.1. Any specification listed with “Must Include Attachment” should include a document within the proposal conforming to standards set forth.
- 7.2. All attachments must be clearly marked and labeled using the following format: Attachment #, Solicitation Reference, Respondent Name, Solicitation Title, and Number.

8. Proposal Format Requirements

- 8.1. The proposal should be typed and legible as well as formatted to comply with accessibility standards (refer to ADA and Section 508 compliance).
- 8.2. The solicitation document has been carefully organized. All sections, specifications/requirements, and appendices are numbered; therefore proposals

should be organized in the same manner referencing the solicitation document when necessary.

8.3. Proposals must be submitted with the following sections clearly identified and delineated:

- 8.3.1. Letter of Interest
- 8.3.2. Technical Proposal
- 8.3.3. Qualifications and Experience
- 8.3.4. References
- 8.3.5. Price/Cost

9. Multiple Proposals from the Same Respondent

- 9.1. Respondents may submit more than one proposal when offering multiple alternatives.
- 9.2. Proposals must be separate and each should conform to all terms and conditions within the solicitation.
- 9.3. Proposals must be labeled separately so as to easily identify different proposals from the same respondent.

Section B: Scope of Work and Specifications

10. Background and Project Overview

- 10.1. The purpose and intent of this request for proposals is to evaluate and select a contractor that is responsible for providing an annual water treatment program for the Fayette County School District. The respondent must provide all necessary chemicals, service, water test kit, and technical assistance for a water treatment program that meets the minimum specified requirements.

11. Site Visits

- 11.1. Site visits are required to determine the cost of service and to bid on this project.
 - 11.1.1. Site visits must be scheduled with Matt Wucher, Maintenance Supervisor, by contacting him via email wucher.matt@fcboe.org or phone (404) 427-2714.

12. Performance and Service Requirements

- 12.1. The respondent must have a certified Water Technologist on staff, licensed by The Association of Water Technologies.
- 12.2. The respondent must hold a valid and current Pesticide License issued by the state of Georgia
- 12.3. The respondent must have a minimum of ten (10) years in the primary business of corrosion/scale control and microbial control of waterborne heating and cooling systems.
- 12.4. Subcontracting of any services or installations must be approved by the Fayette County School District.
- 12.5. The Respondent is to sell and install all chemical control and feed equipment as specified.
- 12.6. The respondent must provide a new water test kit at the start of every contract renewal. (Annually)
- 12.7. Fayette County School District will supply the awarded contractor with access to systems.
- 12.8. In the interest of security and safety, water treatment contractor's service personnel must wear uniforms clearly marked with the company name and logo.
 - 12.8.1. Employees must wear a picture I.D. badge individually identifying them.
 - 12.8.2. All service vehicles must be clearly marked with company name/logo, telephone number, and Georgia Pesticide Contractor License number.
- 12.9. All contractor service vehicles must be equipped with an approved spill containment kit capable of absorbing up to five (5) gallons of liquid. The sorbent used to absorb spills must be transported offsite and disposed of properly by a chemical vendor.
- 12.10. The contractor must observe all safety rules and regulations.
- 12.11. *The respondent must contact Matt Wucher (Maintenance Supervisor) immediately if there are any pending issues and/or needed repairs to equipment upon inspection (leaks, equipment failure, etc.). Failure to do so could result in contract termination.*
 - 12.11.1. wucher.matt@fcboe.org or (404) 427-2714
- 12.12. Chemical Feeding Equipment; All chemical and feed equipment must be owned by the contractor. The contractor must purchase any necessary and/or additional equipment.
 - 12.12.1. Cooling Tower System
 - 12.12.1.1. Respondent must provide pricing to test for Legion Air Disease annually.
 - 12.12.1.1.1. Testing will only be approved if the budget allotment allows for the additional expense.
 - 12.12.1.2. Contractor must spray eliminators on towers to prevent algae build up.

- 12.12.1.3. Contractor will be responsible for physically inspecting the inside of tower(s) during each maintenance/service visit.
- 12.12.1.4. Contractor will be responsible for cleaning the probe and flow switch during each maintenance visit.
- 12.12.1.5. Any quote(s) for chemical control equipment (Cooling Towers Controllers) must be provided, if necessary. Installation must be made by contractor.
- 12.12.1.6. A quote for an inhibitor pump and/or biocide pumps be provided, when necessary. Installation must be provided by the contractor.
- 12.12.1.7. Biocide pumps are to be sized to deliver proper biocide dose into the cooling tower system in 30 minutes or less.
- 12.12.1.8. Electronic metering pump; positive displacement diaphragm-metering pump in which the diaphragm is actuated by an electromagnetic solenoid, which is in turn controlled by an electronic circuit.
- 12.12.1.9. Pumps shall be WalChem EZ Series Electronic Metering Pump or equivalent.
- 12.12.1.10. Pumps must comply with the latest editions of the following codes and standards; (See Special Terms and Conditions)
 - 12.12.1.10.1. [UL Standard 778](#)
 - 12.12.1.10.2. [Hydraulic Institute Standards](#)
 - 12.12.1.10.3. [National Electric Code](#)
- 12.12.1.11. All controllers and pumps must carry at least a one-year warranty from the date of installation.
- 12.12.1.12. Controllers and chemical feed pumps must not be privately labeled but must reflect the manufacturer's name and model number for future reference.
- 12.12.2. Closed-Loop System
 - 12.12.2.1. The customer will supply the contractor with access to systems by providing weldlets and valves for system access.
- 12.12.3. Chemicals For Water Treatment
 - 12.12.3.1. Provide sufficient chemicals to treat the systems for 45 days between visits.
 - 12.12.3.2. The only inventory to be left on site must be at the point of application, the customer will not provide any storage onsite for excess chemical products.
 - 12.12.3.3. Biocide products must be properly registered with the Environmental Protection Agency and the EPA registration number will be clearly shown on all product literature and drum labels.
 - 12.12.3.4. Corrosion/scale inhibitor for closed-loop system, steam boilers, and cooling tower recirculation water shall be a phosphonate/polymer blend for the prevention of scale and

corrosion of mild steel and yellow metal components of the cooling systems. No products with chromate or zinc will be used.

12.13. Service(s) Provided

- 12.13.1. Initial water analysis and recommendations
- 12.13.2. Hands-on, full service is required by the contractor. Fayette County Public School employees will not be required to handle biocides, pesticides, or potentially hazardous chemical products.
- 12.13.3. Monthly service visits (or more frequently if deemed necessary by the owner)
 - 12.13.3.1. Twelve (12) scheduled visits per year is the minimum requirement and must be executed on a monthly basis.
 - 12.13.3.2. Provide samples for every visit and adjust chemicals, as needed. (Sample results)
 - 12.13.3.3. Contractor must test for domestic water at every service.
 - 12.13.3.4. Service visits will be provided within five (5) days +/- each month.
 - 12.13.3.5. Check visits must be provided upon request within twenty-four (24) hours of request or as deemed necessary.
 - 12.13.3.6. There will be no extra charge for check visits
- 12.13.4. Mass balance monitoring is to be implemented
- 12.13.5. Log sheets and record forms
- 12.13.6. Laboratory and technical assistance as required by the contractor
- 12.13.7. Site clean-up is the responsibility of the water treatment contractor.
 - 12.13.7.1. All empty containers must be promptly removed from the job site; triple rinsed in accordance with EPA procedures and disposed of according to local, state, and federal regulations.
- 12.13.8. Sufficient chemical products must be set up in each pumping station to provide products for a minimum of 45 days of operation. No additional product is to be stored onsite.
- 12.13.9. Copies of monthly reports must be provided, electronically, and forwarded to the facilities office. Correspondence for monthly reports will be with Matt Wucher, Maintenance Supervisor, wucher.matt@fcboe.org.
- 12.13.10. Notification of any water leaks or potential issues
 - 12.13.10.1. Vendor will be responsible for notifying Matt Wucher, Maintenance Supervisor, (via 404-427-2714) immediately, while onsite performing the service.
 - 12.13.10.2. If the vendor is found in violation of these guideline, they will be subject to penalties including but not limited to;
 - 12.13.10.2.1. Reimbursement of water loss/water cost increase, additional maintenance (removal of algae and/or chemical cleaning to remove scaling), and removing non-compliance of these guidelines.
 - 12.13.10.2.1.1. Any reimbursement issued must be in the form of a bill credit.

- 12.13.10.2.1.2. Vendors will be notified prior to a reimbursement request.
- 12.13.10.2.1.3. Penalty will be assessed based on individual circumstances. (An itemized reimbursement request will be sent to the vendor for review)
- 12.13.10.2.2. Probationary Period (Up to 90 days)
 - 12.13.10.2.2.1. Vendor will be required to call every time they arrive onsite, during the service, and/or prior to departure. (For the duration of Probationary Period) Terms of probation period will be determined by Matt Wucher, Maintenance Supervisor, or his designee.
 - 12.13.10.2.2.2. This probationary period will guarantee that we stay in contact with the vendor and that we are aware of any water leaks or potential issues.
- 12.13.10.2.3. Contract Termination
 - 12.13.10.2.3.1. If a vendor is in violation of these guidelines, they can be deemed in “breach of contract” and the contract will be terminated.
- 12.14. White Rust
 - 12.14.1. The contractor must be familiar with “white rust”, its prevention, and control. Failure to practice proper passivation procedures, upon system operation invitation, can lead to premature failure of galvanized cooling tower basins and structural components.
 - 12.14.2. The contractor must demonstrate knowledge of galvanized surface passivation practices prior to system startup and continued said practices for an approved period.
 - 12.14.2.1. Provide a method of training information that your company uses to educate employees about white rust, prevention, and control with your bid submission.
- 12.15. **Location and Equipment Information;**
 - 12.15.1. Bennett’s Mill Middle School- 210 Lester Road, Fayetteville, GA 30215
 - 12.15.1.1. Water Source Heat Pump Loop
 - 12.15.1.2. Cooling Tower Loop
 - 12.15.2. Booth Middle School- 250 Stagecoach Road, Peachtree City, GA 30269
 - 12.15.2.1. Water Source Heat Pump Loop
 - 12.15.2.2. Cooling Tower Loop
 - 12.15.3. Braelinn Elementary School- 975 Robinson Road, Peachtree City, GA 30269
 - 12.15.3.1. Water Source Heat Pump Loop
 - 12.15.3.2. Cooling Tower Loop
 - 12.15.4. Tech Liberty Charter School- 119 Price Rd, Brooks, GA 30205
 - 12.15.4.1. Water Source Heat Pump Loop
 - 12.15.4.2. Cooling Tower Loop

- 12.15.5. Robert J. Burch Elementary School- 330 Jenkins Road, Tyrone, GA 30290
 - 12.15.5.1. Water Source Heat Pump Loop
 - 12.15.5.2. Cooling Tower Loop
- 12.15.6. Cleveland Elementary School- 190 Lester Road, Fayetteville, GA 30215
 - 12.15.6.1. Water Source Heat Pump Loop
 - 12.15.6.2. Cooling Tower Loop
- 12.15.7. Crabapple Lane Elementary School- 450 Crabapple Lane, Peachtree City, GA 30269
 - 12.15.7.1. Water Source Heat Pump Loop
 - 12.15.7.2. Cooling Tower Loop
- 12.15.8. Fayette County High School- 1 Tiger Trail, Fayetteville, GA 30214
 - 12.15.8.1. Water Source Heat Pump Loop
 - 12.15.8.2. Cooling Tower Loop
- 12.15.9. Open Campus/Mainstay- 450 Grady Avenue, Fayetteville, GA 30214
 - 12.15.9.1. Heating Loop ONLY
- 12.15.10. Flat Rock Middle School- 325 Jenkins Road, Tyrone, GA 30290
 - 12.15.10.1. Water Source Heat Pump Loop
 - 12.15.10.2. Cooling Tower Loop
- 12.15.11. Fayette Elementary School- 490 Hood Avenue, Fayetteville, GA 30214
 - 12.15.11.1. Heating Loop
 - 12.15.11.2. Chilled Water Loop
- 12.15.12. Inman Elementary School- 677 Inman Road, Fayetteville, GA 30214
 - 12.15.12.1. Water Source Heat Pump Loop
 - 12.15.12.2. Cooling Tower Loop
- 12.15.13. Kedron Elementary School- 200 Kedron Drive, Peachtree City, GA 30269
 - 12.15.13.1. Water Source Heat Pump Loop
 - 12.15.13.2. Cooling Tower Loop
- 12.15.14. McIntosh High School- 201 Walt Banks Road, Peachtree City, GA 30269
 - 12.15.14.1. Hot Water Loop (3)
 - 12.15.14.2. Chilled Water Loop
- 12.15.15. North Fayette Elementary School- 609 Kenwood Road, Fayetteville, GA 30214
 - 12.15.15.1. Water Source Heat Pump Loop
 - 12.15.15.2. Cooling Tower Loop
- 12.15.16. Oak Grove Elementary School- 101 Crosstown Road, Peachtree City, GA 30269
 - 12.15.16.1. Hot Water Loop ONLY
- 12.15.17. Peeples Elementary School- 153 Panther Path, Fayetteville, GA 30215
 - 12.15.17.1. Water Source Heat Pump Loop
 - 12.15.17.2. Cooling Tower Loop
- 12.15.18. Starr's Mill High and Rising Starr Middle School- 183-193 Panther Path, Fayetteville, GA 30215

- 12.15.18.1. Heating Loop
- 12.15.18.2. Chilled Water Loop
- 12.15.18.3. Cooling Tower Loop
- 12.15.19. Sandy Creek High School- 360 Jenkins Road, Tyrone, GA 30290
 - 12.15.19.1. Water Source Heat Pump Loop
 - 12.15.19.2. Cooling Tower Loop
- 12.15.20. Sara Harp Minter Elementary School- 1650 Highway 85 South, Fayetteville, GA 30215
 - 12.15.20.1. Water Source Heat Pump Loop
 - 12.15.20.2. Cooling Tower Loop
- 12.15.21. Spring Hill Elementary School- 100 Bradford Square, Fayetteville, GA 30214
 - 12.15.21.1. Water Source Heat Pump Loop
 - 12.15.21.2. Cooling Tower Loop
- 12.15.22. Whitewater High School- 100 Wildcat Way, Fayetteville, GA 30215
 - 12.15.22.1. Water Source Heat Pump Loop
 - 12.15.22.2. Cooling Tower Loop
- 12.15.23. Whitewater Middle School- 1533 Highway 85 South, Fayetteville, GA 30215
 - 12.15.23.1. Water Source Heat Pump Loop
 - 12.15.23.2. Cooling Tower Loop
- 12.15.24. LaFayette Educational Center- 205 LaFayette Avenue, Fayetteville, GA 30214
 - 12.15.24.1. Hot Water Loop (4; A Building, B Building, D Building and Gym)

Section C: Evaluation of Proposals

13. Evaluation Committee

- 13.1. All proposals deemed responsive will be evaluated by a review committee composed of project administrators and end-users.
- 13.2. Criteria based on qualifications and experience, a submitted proposal, and price/cost will be used in the evaluation process.

14. Evaluation Methodology

- 14.1. The committee will perform a complete evaluation and verification process on a rating system of required proposal components contained herein based on an "Excellent", "Good", "Fair", or "Poor" rating.
 - 14.1.1. Excellent ratings will be issued four (4) points.
 - 14.1.2. Good ratings will be issued three (3) points.

14.1.3. Fair ratings will be issued two (2) points.

14.1.4. Poor ratings will be issued zero (0) points.

15. Interviews and Presentations

15.1. Post-proposal interviews and presentations may be required, in person at the committee's direction or desire.

15.2. Submission of a proposal does not guarantee an interview or presentation.

15.3. Selection for interviews and presentations is at the sole discretion of the evaluation committee.

16. Contract Award and Negotiations

16.1. The evaluation committee will issue a recommendation to award following the outcome of its evaluation process.

16.2. The committee reserves the right to reject any or all bids.

16.3. A recommendation to award does not guarantee a contract. Final approval from the Superintendent and/or Board of Education may be required.

16.4. Following a recommendation to award, the Superintendent or their designee may engage in final negotiations with the selected respondent.

Section D: General Terms and Conditions

The FCPS General Terms and Conditions are posted on the Purchasing Department website under the heading of [Vendor Terms, Conditions, and Forms](#) and attached to this solicitation. By submission of a proposal, the respondent acknowledges they have read and understood these General Terms and Conditions as well as any terms and conditions contained herein.

Section E: Special Terms and Conditions

17. Contract Incorporation

17.1. This solicitation will be incorporated into any resulting contract.

17.2. When this solicitation and any resulting contract are in conflict, Fayette County Public Schools will determine the controlling method.

17.3. Only the Superintendent or his direct designee may sign or enter into a contract on behalf of Fayette County Public Schools.

18. Term

18.1. The proposal term will begin from July 1, 2024 through June 30, 2025, with an option to renew for two (2) additional terms.

18.1.1. Terms are defined as the fiscal year from July 1st to June 30th of each calendar year.

19. Substitutions and Alternates

19.1. Products similar to or other than specified may be acceptable if in compliance with all requirements of these specifications and are of the same or better quality.

19.2. The respondent must provide substantiation that proposed substitution or alternate does not violate any other manufacturer's patents, patents allowed, or patents pending and that the alternate proposed meets the same specifications contained herein.

19.3. The FCPS shall be the sole determiner of specification compliance and alternate acceptability.

19.4. No pre-proposal approval will be given for a proposed alternative.

20. Insurance Requirements

20.1. Respondents are required to submit a current and valid Certificate of Insurance (COI) per the General Terms and Conditions and any specification contained herein.

20.2. Should the respondent choose to utilize subcontractors for installation or other matters, the respondent must provide a valid COI for the subcontractor per the requirements of the General Terms and Conditions.

Section F: Required Forms and Submissions

21. Required Respondent Submissions

21.1. Product Data: Fayette County School District must receive all product data that pertains to solicitations work scope, this includes but is not limited to;

21.2. Product Data Sheet: Submit product data sheet with MSDS

21.3. Product Certification: Submit manufacturer's certification that products and materials comply with the requirements of the specifications.

- 21.4. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications;
- 21.5. Preparation, maintenance, and installation instructions and recommendations;
- 21.6. Storage, handling requirements, and recommendations.
- 21.7. Warranties: Submit warranty documents according to specifications (if applicable).
 - 21.7.1. Include any and all manufacturer's warranties for each item.

22. Cost Proposal

- 22.1. All respondents must include a separate cost proposal.
- 22.2. Pricing not entered in the cost proposal form will not be considered.
- 22.3. If pricing variations exist for different finishes/materials/options the respondent must include an attachment describing variations and associated costs.
- 22.4. Costs should be in line-item format detailing all costs applicable to the proposed solution and a grand total cost to execute the proposed solution fully.

23. Letters of Recommendation

- 23.1. The respondent must include a minimum of three (3) letters of recommendation dated within the previous two (2) calendar years.
- 23.2. Letters must be from clients/customers who have engaged the respondent in previous services and must include details such as a description/scope of work, timeline and budget parameters, and assessment of the respondent's ability to complete work/service as specified.
- 23.3. Each letter must contain contact information including organization/firm, contact name, telephone, and email.
- 23.4. Letters from organizations and projects similar to the scope and size of Fayette County Public Schools are preferred.

24. Solicitation Response Form

- 24.1. Respondents must complete a Solicitation Response Form attached hereto and available online at the Purchasing Department website.
- 24.2. This form must be placed on top, or as the first page of your proposal.

24.3. Failure to attach could result in a reduction in score or a rejection of your proposal.

25. Business Capability Information Questionnaire

25.1. Respondents must complete a Business Capability Form attached hereto and available online at the Purchasing Department website.

25.2. Failure to attach could result in a reduction in score or a rejection of your proposal.

26. Certificate of Insurance

26.1. The respondent must submit a current certificate of insurance detailing coverage limits as defined in this RFP and the FCPS General Terms and Conditions.

26.2. Failure to attach could result in a reduction in score or rejection of your proposal.

26.3. The selected respondent will be required to submit a COI naming Fayette County Public Schools as an additional insured party.

27. W-9 Form

27.1. The respondent must submit a current [Internal Revenue Service W-9 Form](#) complete with proper signature.

27.2. Failure to attach could result in a reduction in score or rejection of your proposal.

28. E-Verify Documentation

28.1. The respondent must submit a completed E-Verify Compliance Form and Affidavit as attached below.

28.2. Failure to attach could result in a reduction in score or rejection of your proposal.

Cost Proposal

Site visits will need to be conducted to determine the cost of service. Include an attachment with a price breakdown for each piece of equipment per location

Location	Number of Systems	Cost Per Month
Bennett's Mill Middle School	2	\$
Booth Middle School	2	\$
Braelinn Elementary School	2	\$
Tech Liberty Charter School	2	\$
Robert J. Burch Elementary School	2	\$
Cleveland Elementary School	2	\$
Crabapple Lane Elementary School	2	\$
Fayette County High School	2	\$
Open Campus/Mainstay	1	\$
Flat Rock Middle School	2	\$
Fayette Elementary School	2	\$
Inman Elementary School	2	\$
Kedron Elementary School	2	\$
McIntosh High School	4	\$
North Fayette Elementary School	2	\$
Oak Grove Elementary School	1	\$
Peeples Elementary School	2	\$
Starr's Mill High and Rising Starr's Middle School	3	\$
Sandy Creek High School	2	\$
Sara Harp Minter Elementary School	2	\$
Spring Hill Elementary School	2	\$

Whitewater High School	2	\$
Whitewater Middle School	2	\$
LaFayette Educational Center	4	\$
Total Monthly Cost (All Locations)	51	\$

Total Annual Cost for Maintenance: \$_____

Value Added Alternative:	Cost to Test All Cooling Towers (Annually):
Test for Legion Air Disease	\$

Company Name

Signature

Date

Printed Name

Respondent Information Form

Place this form on top of your response.

Water Treatment Services for Fayette County Public Schools (RFP 24-026-075)

Company Name:	
Point of Contact:	
Street Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	
Website:	

Authority to Act

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the products/services in accordance with the terms and conditions herein.

Terms, Conditions, and Specifications

Through the submission of response and signature below, the respondent verifies that their solution, if applicable, complies fully, or complies with an exception, to all stated general and special terms, conditions, and specifications. See the FCPS General Terms and Conditions for further information and directions on notating exceptions to stated specifications.

Addenda

Through the submission of response and signature below the respondent verifies that they have read and understood any addenda issued for this solicitation if issued.

Signature: _____ Date: _____

Business Capability and Respondent Qualification Questionnaire
Water Treatment Services for Fayette County Public Schools (RFP 24-026-075)

Please answer all questions fully. Additional pages for responses must be clearly marked to identify the respondent's name and solicitation number.

- 1) How long has your company been in business?
- 2) What was your annual gross revenue in 2023?
- 3) Please indicate current contracts in hand similar to the scope of this project and attach a separate document indicating the name, telephone, and email of each owner/controlling firm; and the status and completion date of each. (Must Include Attachment).
- 4) Does your company have experience in public school services? List all public school projects completed in Georgia since 2015.
- 5) Has your company ever completed a project more than one month behind schedule? If so, please identify the project and explain the circumstances. (If applicable, must include an attachment.)
- 6) Has your company ever failed to complete any work awarded to it? If so, please explain. (If applicable, must include an attachment.)
- 7) Has your company ever defaulted on a contract? If so, please explain. (If applicable, must include an attachment.)
- 8) Please indicate your company's bonding capacity.
- 9) Please indicate your company's insurance carrier.
- 10) Please indicate whether any insurance claim has been made against or by your company in the past seven (7) years, the circumstances surrounding such claims, and the outcome. (If applicable, must include an attachment.)
- 11) Please indicate whether any legal claim, administrative hearings and/or proceedings has been made against your company in the past seven (7) years (including state and federal Department of Labor as well as OSHA), the circumstances surrounding such claims, and the adjudicated outcome. (If applicable, must include an attachment.)
- 12) Please list bank reference:
- 13) Has your company ever had a bankruptcy petition, arbitration demand, or lien filed against it in the previous seven (7) years? If so, please explain. (If applicable, must include an attachment.)
- 14) Has your company, any principal officers, or project managers had any criminal investigations or proceedings brought against them in the previous ten (10) years? If so, please explain. (If applicable, must include an attachment.)
- 15) Please attach a separate list of all employees who will be assigned to work on the project described herein and include any professional licenses or certifications they hold. (Must Include Attachment)

The respondent attests that the information included as attachments and responses are true and accurate as of the date of submission. Respondent also agrees by submission to allow Fayette County Public Schools to review or investigate any response contained herein. Respondent may

be required to submit recent financial statements/reports and should indicate any objection herein. Failure to indicate or answer questions may deem the proposal non-responsive.

Notarized

Fayette County Public Schools Purchasing Department
Contractor Insurance Requirements

From General Terms and Conditions: Updated April 2021

- 1) Duration of Insurance
 - a) All insurance required by the response shall be maintained during the entire length of the response, including any extensions, and until all service and work have been completed to the satisfaction of FCPS.
 - b) No respondent or subcontractor shall commence delivery, installation, or service of any kind under the response until all insurance requirements contained within the solicitation have been complied with and evidence supplied to FCPS.
- 2) Coverage as Additional Insured
 - a) FCPS shall be covered as an additional insured under all insurance required by the response. Confirmation of this shall appear on all certificates of insurance and all applicable policies.
 - b) FCPS shall be given no less than 30 days' notice of any insurance cancellation, changes, or renewals.
- 3) Provider Rating Standards
 - a) For the response, regardless of risk, companies providing insurance for respondents must have an [A.M. Best company rating](#) not less than "A" and be in a financial size category not less than Class IX.
 - b) Evidence of the current A.M. Best Company Rating may be required by including a copy of the rating page for the insurance company.
- 4) Failure to Comply
 - a) In the event the respondent neglects, refuses, or fails to provide the insurance as required by the response or if such insurance is canceled for any reason, FCPS shall have the right, but not the duty, to procure the same, and the cost, therefore, shall be deducted from money then due or thereafter to become due to the vendor or FCPS shall have the right to cancel the response.
 - b) Failure to comply with insurance standards may result in the respondent being declared in default and any resulting order, agreement, or contract canceled with no loss to FCPS.
- 5) Workers' Compensation Insurance Requirements
 - a) The respondent shall procure and maintain workers compensation and employer's liability insurance to cover every employee who is or may be engaged in work under the response in the limits listed below:
 - i) Bodily injury by accident - \$100,000 each accident
 - ii) Bodily injury by disease - \$100,000 each employee; \$500,000 policy limit
- 6) Commercial General Liability Insurance Requirements
 - a) The respondent shall procure and maintain comprehensive insurance in an amount not less than \$1,000,000 for bodily injury and property damage

combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- i) Commercial general liability
- ii) Premises operations
- iii) Completed operations
- iv) Contractual liability insurance (to cover breach of response)
- v) Personal injury

7) Broad Form Property Damage Coverage Requirement

- a) This coverage shall cover the use of all equipment, hoists, and vehicles on the site/sites not covered by automobile liability under the contract. Policy coverage must be on an occurrence basis.

8) Automobile Liability Coverage Requirements

- a) Automobile liability must include any auto, hired autos, and non-owned autos with a combined single limit of \$1,000,000.00 per occurrence. Aggregate must be a minimum of \$1,000,000.00.

9) Certificate of Insurance (COI)

- a) If requested, the respondent must provide a current COI before any work or service is performed on FCPS property conforming to the insurance guidelines contained herein, and any contained in solicitation special terms and conditions.

10) Liability

- a) Respondent shall be liable for any damage or loss to FCPS incurred in the completion of respondent's contract or obligations as a result of their response.
- b) Notwithstanding the foregoing, the liability herein shall be limited to \$10,000,000 and the respondent recognizes that the resulting agreement will receive consideration for indemnification provided herein.

11) Indemnification

- a) Respondent hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless members of the Fayette County School District, Fayette County Public Schools, and Fayette County Board of Education and its officers, agents, and employees (hereinafter collectively referred to as "Indemnities"), of and from all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this response, due to any act or omission on the part of the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf; or due to any breach of this response by the respondent; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf.
- b) This indemnification shall apply although the indemnities may be partially responsible for the situation giving rise to the claim.

- c) This indemnification shall apply even though a claim results in a monetary obligation that exceeds any contractual commitment.
- d) This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of indemnities.
- e) This indemnification extends to the successors and replaced assignees of the respondent, and this indemnification and release survive the duration of this response, the termination of this response, and the dissolution or, to the extent allowed by law, the bankruptcy of the respondent.

12) Hold Harmless Agreement

- a) Through the submission of a response or acceptance of an award, contract, order, or agreement the respondent shall hold harmless FCPS from all claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this response.
- b) The respondent's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Subcontracting

1) Subcontracting Guidelines

- a) Except as may be generally or specifically permitted by the solicitation, the respondent shall not delegate, subcontract, assign, or otherwise permit anyone other than respondent personnel to perform any of the work and/or provide any of the services required of the respondent under this response or resulting contract or assign any of its rights or obligations herein. As such the following applies:
 - i) Consent of FCPS to use subcontractors must be obtained, which may be granted or withheld by FCPS at its sole discretion.
 - ii) The respondent must notify FCPS of all subcontractors used to fulfill the submitted response, including those contracted by their agents (such as delivery services).

2) Subcontractor Standards

- a) Subcontractors must meet all standards contained herein as well as those specific to the accompanying solicitation.

FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT FORM

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006, AS AMENDED BY
THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, OCGA 13 -10-90, ET SEQ.**

TO ALL PROSPECTIVE CONTRACTORS:

If you are providing services to Fayette County Public Schools, this completed document, as well as the applicable Georgia Security and Immigration Compliance forms and affidavits referenced herein must be completed, signed, notarized and submitted with your bid, proposal or contract.

Fayette County Public Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A., ~13-10-90 et seq. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA, P.L. 99-603 and the Georgia Security and Immigration Compliance Act of 2006, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. ~ 13-10-90 et seq. (collectively the "Act") the contractor ("Contractor") **MUST INITIAL** the statement applicable to Contractor below:

INITIAL ONLY ONE CHOICE BELOW

____ (Initial here) Contractor represents and warrants that Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; Is authorized to use and uses the federal authorization program; and will continue to use the authorization program throughout the contract period. Contractor further represents, warrants and agrees that it shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. In accordance with the terms thereof; (Complete and submit the Contractor Affidavit and Agreement); **OR**

____ (Initial here) Contractor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services, and that Contractor has therefore provided a U.S. state-issued Driver's license or ID card in lieu of an affidavit and that such license or ID card was issued by a State that verifies lawful Immigration status before issuing the license or ID card. If my status changes I will, before hiring any employees, immediately notify the School District in writing and provide all affidavits required under the Act; **OR**

____ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia as defined in the Act and thus does not have to comply with foregoing Georgia law; **OR**

____ (Initial here) Contractor is a foreign company and therefore not required to provide the affidavit as required by the Act. The Contractor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

USE OF SUBCONTRACTOR(S) and COMPLIANCE AS ABOVE

____(Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, Is authorized to use, and uses the Federal Work Authorization Program and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of labor as set forth at Rule 300-10-01 et seq.

____(Initial here) Contractor covenants and agrees that, if Contractor employs or contracts with any Subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-02, then in such event Contractor will secure from each subcontractor at the time of the subcontract, the subcontractor's name and address, the employer identification number/taxpayer identification number applicable to the subcontractor; the date the authorization to use the Federal Work Authorization Program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the Federal Work Authorization Program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. (Complete and submit the Subcontractor Affidavit and Agreement)

____(Initial here) Contractor agrees to provide Fayette County Public Schools with all affidavits of compliance as required by the Act and Georgia Department of Labor Rule 300-10-1-02, 300-10-1-03, 300-10-1-07 and 300-10-1-08 within five (5) business days of its receipt of any such documents.

Company Name: _____

SIGNATURE: _____

DATE: _____

FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
CONTRACTOR AFFIDAVIT PROVIDED PURSUANT TO O.C.G.A. § 13 -10-91(b)(2)

(Rev. 4/18/2019)

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 engaged in the physical performance of services under a contract with Fayette County Public Schools, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E -Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13 -10-91. Furthermore, the undersigned contractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned contractor will contract for the physical performance of services in the performance of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), and that the contractor shall forward any subcontractor's affidavit to the School District within five (5) days of its receipt of the same.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

EEV User Identification Number <i>(4 to 6 Digit Number)</i>	_____
Date of Authorization	_____
Contractor/Company	_____
Email Address	_____
Telephone Number	_____
Name of Project	_____
Project Number	_____
Name of Public Employer	_____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

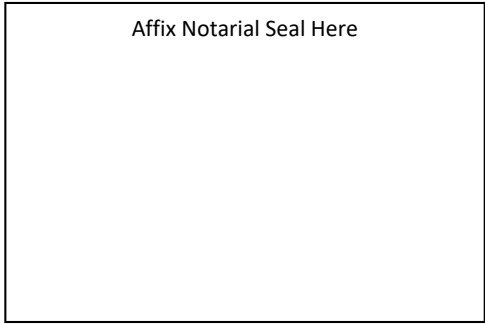
Title of Authorized Officer or Agent

NOTARY INFORMATION

Sworn to before me this __ day of _____, 20_____.

Notary Public Signature

My Commission Expires: _____



**FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
SUBCONTRACTOR AFFIDAVIT PURSUANT TO O.C.G.A. § 13 -10-91(b)(3)**

(Rev. 4/18/2019)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13 -10-91 stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which has a contract with Fayette County Public Schools, has registered with, is authorized to use and uses the federal work authorization program commonly known as E -Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13 -10-91. Furthermore, the undersigned subcontractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned subcontractor will contract for the physical performance of services in the performance of such contract only with sub -subcontractors w ho present an affidavit to the subcontractor with the information required by O.C.G.A. § 13 -10-91(b), and that the subcontractor shall forward any sub-subcontractors affidavit to the contractor and School District within five (5) days of its receipt of the same.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

- EEV User Identification Number** *(4 to 6 Digit Number)* _____
- Date of Authorization** _____
- Subcontractor/Company** _____
- Email Address** _____
- Telephone Number** _____
- Name of Project** _____
- Project Number** _____
- Name of Public Employer** _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

NOTARY INFORMATION

Sworn to before me this __ day of _____, 20____.

Notary Public Signature

My Commission Expires: _____

