

Jones County School System

Facility: Jones County High School

Electronic Request for Proposals (“eRFP”)

Event Name: JROTC Raider Challenge Obstacle Course

eRFP (Event) Number: 23-28

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposals (“eRFP”) is being issued to establish a contract with a qualified supplier who will provide construction services for JROTC Raider Challenge Obstacle Course at Jones County High School (hereinafter, “the State JCSS”) as further described in this eRFP.

Jones County Schools seeks responsible contractors to construct the JROTC Raider Challenge Obstacle Course. Be an all-inclusive builder and build a Junior Reserve Officer Training Corps (JROTC) Raiders Challenge Multi-Use Obstacle Course at Jones County High School (JCHS) consisting of multiple elements, as listed in the attached appendix A-E as well as in the Raider Challenge Obstacle Course Overview. The contractor will consult with stakeholders before construction begin. This will consist of but not limited to; being available to walk the grounds and discuss friction points in placement or construction of obstacles and provide expert solutions. The contractor must communicate potential problems before and during construction.

All-inclusive means the contractor provides or contracts out all requested services by Jones County School System, and the contractor is responsible to adhere to all Georgia building codes and laws.

The eRFP will be divided into two phases. Phase I will serve as an eRFQC. Will use this first to phase to obtain a list of qualified contactors who we feel are responsible and responsive in the providing the needs identified with in this proposal. The second phase will be a presentation phase and cost proposal phase. You must pass Phase 1 to move to Phase 2.

1.2. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFP. Thus, competitive sealed proposals will be submitted in response to this eRFP. This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services (“DOAS”) and all suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified supplier to provide the goods and/or services outlined in this eRFP to the State Entity. This eRFP process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers’ responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating suppliers and the

evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity will make a single award; however, please refer to Section 6.7 “Selection and Award” of this eRFP for information concerning the State Entity’s actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events

The schedule of events set out herein represents the State Entity’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	November 15, 2022	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	November 22, 2022	5:00 p.m. ET
Bidders/Offerors’ Conference Location: 339 Railroad St. Gray, GA 31032 Attendance is MANDATORY	November 30, 2022	9:00 a.m.
Responses to Written Questions	On or about December 5, 2022	5:00 p.m. ET
Proposals Due/Close Date and Time	December 15, 2022	12:00 noon
Proposal Evaluation for Phase 1 Completed (on or about)	On or about December 16, 2022	N/A
Proposal Evaluation for Phase 2 completed on or about	January 5, 2023	Bidders will be notified via email.
Notice of Intent to Award* [NOIA] (on or about)	January 6, 2023	N/A
Notice of Award [NOA] (on or about)	January 17, 2023	N/A

*In the event the estimated value of the contract is less than \$100,000, the JCSS reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Buyer)

Raymond Braziel

raymond.braziel@jones.k12.ga.us

1.6. Definition of Terms

Please review the following terms:

Supplier(s) – companies desiring to do business with the State of Georgia.

JCSS – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.

Any special terms or words which are not identified in this State Entity eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFP.

1.7. Contract Term

- 1.1.1 The Acknowledgement and Agreement form must be completed and returned with the proposal.
- 1.1.2 Supplier must be in full compliance with all applicable federal and state security and immigration laws including without limitation the Georgia Security and Immigration Compliance Act. Supplier is required to affirm Supplier's compliance by completing and returning the Georgia Security and Immigration Compliance Documents with the proposal.
- 1.1.3 **Entirety of Contract--** All JCSS documents issued in conjunction with this solicitation including but not limited to the original solicitation, subsequent addenda, clarification and supplier questions/answers as well as all JCSS accepted documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between JCSS and the Supplier and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. JCSS's award letter is expressly incorporated into the contract between the supplier and JCSS. If any language of the response submitted by the Supplier conflicts with language of the RF, the language of the RFP shall govern and control for all purposes, unless consented to and agreed to by JCSS in writing.
- 1.1.4 If the Supplier has additional terms and conditions, including but not limited to a Supplier drafted contract or purchase order, that is proposing, then the Supplier must disclose and submit those terms and conditions in writing for evaluation by JCSS with its initial RFP response. If the supplier objects to any term or condition in this solicitation, then any such objection shall be clearly indicated in writing. JCSS is not under any obligation to consider any terms or conditions proposed by the supplier that are not included with the supplier's initial response and not disclosed in the manner set forth in this paragraph. Further, unless expressly agreed to in writing by JCSS, then JCSS will not be bound by any terms and conditions in any supplier contract, packaging, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in additions to the terms and conditions contained in the JCSS solicitation, the JCSS purchase order related to this solicitation or contract. Submitting terms and conditions that are considered by JCSS to be in conflict with JCSS terms and conditions may deem a supplier non- responsive.
- 1.1.5 **Choice of Law and Venue-** The laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any terms or provision of this contract be governed by the Uniform Computer Information Transactions Act (UCITA), as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court of other forum of competent jurisdiction in Jones County, Georgia, with respect to any state action, and the Northern District of Georgia in Atlanta, Georgia, with respect to any federal action. Supplier agrees to pay for JCSS's costs, including any attorney's fees and expenses of litigation, incurred in any litigation should JCSS be a prevailing party. JCSS shall be considered to be a prevailing party if the supplier's lawsuit against JCSS is dismissed at any time for any reason, including a dismissal without prejudice, or if JCSS receives a jury verdict in its favor or an appellate decision in its favor.

The initial term of the contract(s) shall be from the date of award until the end of JCSS's current fiscal year. JCSS's fiscal year is from July 1st through June 30th. JCSS shall possess 2 one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of JCSS. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, JCSS may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit JCSS's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFP, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

General Information and Instructions

2.1.1. Vendor Registry System

JCSS utilizes a web-based registration system for all quotes, bids, and proposals. All companies and/or individuals interested in conducting business with JCSS can register in the System's web-based registration system, through Vendor Registry.

Vendor Registry-Registration is free and enables the supplier to gain access to several local governments and local schools' systems. All registering companies must agree to the terms and conditions established by Vendor Registry. There are optional and premium services should you choose to purchase them. You can register at:

<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=jones-county-school-system-ga-vendor-registration> **All submissions must be submitted through**

Vendor Registry.

2.1.2. Restrictions on Communicating with staff

From the issue date of this eRFP until the final award is announced (or the eRFP is officially cancelled), suppliers are not allowed to communicate for any reason with any JCSS staff except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephone communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise JCSS reserves the right to reject the response of any supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. **All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions.** Suppliers are cautioned that the JCSS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. **All questions about this eRFP must be submitted in the following format:**

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' Conference event is identified as mandatory; therefore, a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. **Please see the date and time listed above in the Schedule of Events.** Attendance is **MANDATORY** The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The JCSS reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. JCSS's Right to Request Additional Information – Supplier's Responsibility

Prior to contract award, the JCSS must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate JCSS is unable to assure itself of the supplier's ability to perform, if awarded, the JCSS has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFP.

2.1.7. Rejection of Proposals; JCSS's Right to Waive Immaterial Deviation

The JCSS reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the JCSS to reject responses **that do not contain all elements and information requested in this eRFP**. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.8. JCSS's Right to Amend and/or Cancel the eRFP

The JCSS reserves the right to amend this eRFP. Any revisions must be made in writing prior to the eRFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. **THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** Suppliers are encouraged to frequently check the eRFP for additional information. Finally, the JCSS reserves the right to cancel this eRFP at any time.

2.1.9. Protest Process

Protest must be received within ten (10) calendar days after the protesting party knows or should have known of the occurrence of the action, which is protested, or the protest filing deadline located below, whichever date is earlier. JCSS will not consider untimely protest absent evidence of malfeasance or administrative error by the system that substantially impaired an interested supplier's ability to file a timely protest. In the event that the system does not provide a timely access to records as required in pursuant to (O.C.G.A) Section 50-5-67(d)(2), the interested supplier is required to file a protest within the filing period, indicating the failure of the system to provide timely access to records and reserving the right to file an amended protest upon the production of such records. If an interested supplier fails to file a protest by the applicable deadline, JCSS at its discretion deem such failure as the supplier's voluntary relinquishment of any grounds the supplier may have for protesting through JCSS' protest process or through subsequent litigation. A protest is considered properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the supplier, and is received by JCSS within the filing period. The protest may be sent by any means outlined below:

Email: Att: Raymond Braziel
raymond.braziel@jones.k12.ga.us

Protest Filing Deadlines		
Type of Protest	Dollar Threshold	Protest Filing Deadline
Challenge to Competitive Solicitation Process	\$10,000 to \$249,999.99	One business day prior to the closing date and time of the solicitation as identified on the GPR
	\$250,000.00 or greater	Two business days prior to the closing date and time of the solicitation as published on the GPR.
Challenge to Sole Source Notice	N/A	Prior to closing date and time of the Sole Source Notice as published on the GPR
Challenge to Consortium/Cooperative Purchase Notice	N/A	Prior to closing date and time of the Notice of Intent to purchase from the Consortia/Cooperative as published on the GPR
Challenge to the Results of RFQC	N/A	The protest notice must be filed within ten calendar days of the date the RFQC list of Qualified Contractors is posted.

2.1.10. Costs for Preparing Responses

Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.1.11. ADA Guidelines

JCSS adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the JCSS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counteroffers, and certain records revealing preparation for the procurement. After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

JCSS is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the JCSS will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.1 Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret

If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary,” or “Trade Secret.” and specify the statutory exemption. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.2 Submission of Redacted Copies

If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the vendor’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as "confidential", "proprietary", “trade secret” etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information.

2.1.12.3 Trade Secret

In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include **with its bid/proposal submission, an affidavit indicating the specific information** that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the vendor’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not be accepted by the State. In general, the State does not consider pricing information to be trade secret. *See State Rd. & Tollway Auth. V. Elec. Transaction Consultants Corp. 306 Ga. App. 487; 702 S.E. 2d 486 (2010).*

2.1.13. Registered Lobbyists

By submitting a response to this eRFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.1.14. Supplier Debriefing Process

For all solicitations issued on or after November 1, 2020 that result in a contract award of \$250,000 or more, unsuccessful suppliers may request a supplier debriefing from JCSS in accordance with the *Georgia Procurement Manual*, Section 6.6. The purpose of a supplier debriefing is to share information about the evaluation and award process. Unsuccessful suppliers can benefit from supplier debriefings by enhancing their understanding of the procurement process and gaining insights to improve the competitiveness of their responses to future solicitations. The supplier debriefing is not an adversarial proceeding and may not be used to challenge JCSS's selection. For more information, including the process and deadline for requesting a supplier debriefing, please review the *Georgia Procurement Manual*, Section 6.6.

2.2. Submittal Instructions

Vendor will be submitting proposals/quotes through Vendor Registry. Suppliers will use the link within the notice of the solicitation to access the submittal process through Vendor Registry. Suppliers will select the appropriate eRFQ. Suppliers will then click "Submit Bid" and suppliers will be prompted to log in. Please note suppliers must be registered with Jones County Schools in Vendor Registry in order to submit a bid. Suppliers will then upload their documents and click submit. Suppliers will see a running total of their documents under "Files Added." This screen will hold these files, and if they ever come back, they'll log in and see these same files there. Once they submit their bid, they will receive a confirmation email. For technical assistance with the program, contact Vendor Registry at 844-802-9202

2.2.1 eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRsapp/PR_index.jsp

2.2.2 eRFP Review

The RFP consists of the following:

1. This document, entitled "eRFP 23-28 JROTC Raider Challenge Obstacle Course", and
2. Any and all documents provided by JCSS as attachments to the eRFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5)

2.2.3. Preparing a Response

As noted earlier, Vendor Registry allows the supplier to answer questions by entering text and numeric responses. When preparing a response, the supplier must consider the following instructions:

1. Use company documents to submit the cost portion of the response. Please provide as much detail regarding cost as possible. **(The cost proposal must be uploaded as a separate document.)**
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all files using the corresponding section numbers of the RFP or any other logical name so that the JCSS can easily organize and navigate the supplier's response.

2.2.4. **Uploading Documents**

The proposal should be uploaded as two separate documents. As a Technical Proposal and as a Cost Proposal.

Technical Proposal:

- Company Background to include key personnel
- Examples/and or pictures of work on Obstacle Courses or similar projects
- Letters of References
- Estimated Project Timeline
- Proof of valid and current licenses to do business in Georgia
- Documentation that the firm or its principals are currently ineligible, disbarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority
- The firm must demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.2 or less.
- The firm must demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.2 or less.
- **Signed Certificate of Non-Collusion**
- **JCSS Standard Terms and Conditions**
- **Completed Certification Form**
- **Department of Audits Immigration Form**
- **Tax Compliance Form**
- **General Information Worksheet**
- **W9 Form**

2. Cost Proposal must be submitted as a separate document and uploaded to Vendor Registry for this solicitation. No email nor written responses will be accepted.

2.2.5 Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

- Please review and confirm that the supplier has answered all questions appropriately. If questions require a “yes” or “no” response. Please ensure that the correct response has been selected.
- Please review and confirm that the most competitive response has been provided.
- Please confirm that all necessary files have been uploaded.

2.2.6 Submitting the Completed Response/Bid

Once the completed response has been reviewed by the supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a supplier into Vendor Registry but not submitted prior to the submission deadline will not be released to JCSS and will not be considered for award. Only after the supplier selects the “Submit Bid” button, will the response to the eRFQ be sent electronically, time stamping the supplier’s response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.** closing date and time, the supplier must submit a request in writing to the Issuing Officer.

2.2.7. Help Desk Support

For technical questions related to the use of Vendor Registry, suppliers have access to phone support through the Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state

offices are closed such as furlough days or closings in response to inclement weather.

General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

3.1. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and Jones County School System (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish JCSS an insurance certificate listing Jones County School System as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions, and endorsements); and an acknowledgment of notice of cancellation to Jones County School System.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000.
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to JCSS. Certificates of Insurance showing such coverage to be in force shall be filed with the JCSS prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the JCSS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the JCSS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Bonds and/or Letter of Credit

Bid Bond

Prior to closing date of this solicitation, the supplier must submit a Bid Bond (Bond only; certified checks or other forms are not acceptable) in a sealed envelope to:

Raymond Braziel
125 Stewart Ave.
Gray, GA 31032

The Bid Bond must be in the amount equal to 5% of the amount listed on Bid Form as "Total Base Bid", payable to Jones County School System and issued by a Surety authorized to do business in the State of Georgia, in order to guarantee that the supplier will enter into a contract to deliver the products and/or services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

Performance Bond/Letter of Credit

The awarded supplier shall be required to furnish a performance bond or an irrevocable letter of credit to Jones County School System for the faithful performance on the contract in an amount equal to the contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to Jones County School System within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded supplier

Payment Bond

The awarded supplier(s) shall be required to furnish a bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded supplier in performance of the project. The payment bond shall be in amount equal to the contract price for the portion of work and/or materials to be performed/provided by the subcontractor(s). The awarded supplier(s) must (1) receive prior approval from the Jones County School System prior to utilizing the subcontractor and (2) submit the payment bond(s) to the Jones County School System prior to permitting the approved subcontractor(s) to begin work.

3.3 Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the JCSS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the JCSS; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete, and then upload required documents and "Bid Form" found as attachments in the Sourcing Event if they are listed in the documents included section.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the supplier's technical proposal.

JCSS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. JCSS will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet JCSS's needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Supplier General Information

Each supplier must complete all of the requested information in the electronic purchasing system entitled **Supplier's General Information Worksheet** for inclusion with their bid response.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible, and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g., responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

5. Cost Proposal

5.1. Cost Proposal

Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP. By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on the eRFP's provided cost worksheet and (2) the supplier's pricing as quoted by the supplier in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.
6. Any cash discount offered to Jones County School System must be clearly identified in the supplier's response. In the event Jones County Schools is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
7. Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and

8. Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must “strike through” any such provisions in printed forms and initial such revisions prior to submitting a response to Jones County Schools; and
9. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
10. Unless permitted by the eRFQ, responses requiring payment from Jones County Schools in less than thirty (30) days will be considered non-responsive; and
11. Jones County School System is exempt from certain taxes and no provision for such taxes should be included in the supplier’s response.

5.2. Cost Structure and Additional Instructions

JCSS’s intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, JCSS requires that each supplier’s cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier’s proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer”.

Download the bid form, complete the form and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 “Uploading Forms” of this eRFQ.

6. Proposal Evaluation, Negotiations and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with Jones County Schools to resolve any exceptions to JCSS’s contract. The Jones County Schools will announce the results of the eRFQ as described further in Section 6.8 “Public Award Announcement.”

6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

If the supplier’s response passes the Administrative/Preliminary Review, the supplier’s responses to Section 4 “eRFQ Bid Factors” will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, Jones County Schools will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. The non-BOLD sections of the Technical Proposal will constitute 30% of the total score. Please see page 9 of the eRFQ.

6.2.1. Supplier Presentation/Interview before the evaluation team will constitute 40% of the total score.

Interview Format

Firms selected to make presentations shall be notified by the Invitation to Interview letter issued by the Issuing Officer. The Invitation to Interview letter shall designate a place and time for the interview session. The Invitation letter will specify the manner in which the presentations will be conducted.

Electronic presentations, such as PowerPoint presentations, are allowed but may not comprise more than 20 minutes of the 30-minute presentation. The Owner will have a screen available in the interview room. Nevertheless, presenters must be prepared with their own projector and computer. The presentation may include flip charts, boards, or any other media the supplier may need to communicate their abilities, along with the oral presentation.

The interviews may be conducted by the members of the Jones County School District, the Superintendent, and invited attendees of the District's discretion. Each interviewer will grade and judge the firms to determine the top ranked firm. Firms are encouraged to briefly describe their general company history and any other information that is relevant to the presentation. Key personnel should be present at the interview, including at a minimum the project manager and project executive.

Interview Requirements

The primary intent of the formal interview process is to provide the School District with in-depth and clarifying information about the firm. Information provided should assist the School District in making an informed decision as to the proposer best suited for the work.

Firms should focus their presentations on:

Describing their detailed plan for managing the construction, cost, schedule, and quality on the project; and Unique characteristics or services the firm offers.

6.2.2. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, the State Entity reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

6.3. Total Score

The supplier's cost score will be combined with the supplier's technical score, and presentation score to determine the supplier's overall score (or "total combined score").

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	30%
Technical Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical Proposal	3. Proposal	30%
Presentation	Presentation	40%

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, supplier's resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state

to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

6.6. Negotiations of Proposals and/or Cost Factors

JCSS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy.

6.7. Selection and Award

The responsive and responsible supplier receiving the highest Total Combined Score and with whom JCSS is able to reach agreement as to contract terms will be selected for award.

6.8. Site Visits and Oral Presentations

JCSS reserves the right to conduct site visits or to invite suppliers to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors".

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY JCSS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is the JCSS's public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The contract that JCSS expects to award as a result of this RFP will be based upon the RFP, the successful supplier's final response as accepted by JCSS and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful supplier's final response as accepted by JCSS" shall mean: the final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by JCSS, except that no objection or amendment by the supplier to the Procurements or the contract terms and conditions shall be incorporated by reference into the contract unless CSS has explicitly accepted the supplier's objection or amendment in writing.

Please review JCSS's contract terms and conditions prior to submitting a response to this RFP. Suppliers should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the RFP and the potential resulting contract.

Exception to Contract

By submitting a proposal, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be

uploaded and submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP. Proposed exceptions should be in compliance with Georgia law.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. JCSS reserves the right to proceed to discussions with the next best ranked supplier.

JCSS reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the JCSS, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by JCSS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. JCSS eRFP (this document)
- B. 23-28 JROTC Raider Challenge Obstacle Course Overview
- C. Appendix A Obstacle Course Drawings and Specifications
- D. Appendix B Obstacle Course Drawings and Specifications
- E. Cost Proposal Worksheet
- F. Department of Audits Immigration and Security Form
- G. Certificate of Non-Collusion
- H. Certification Form
- I. JCSS Standard Terms and Conditions
- J. General Information Worksheet
- K. Tax Compliance Form
- L. W-9 Form
- M. Mandatory Response Worksheet