125 Stewart Ave. Gray, Georgia 31032 Phone: 478-986-3032 Fax: 478-986-3056 www.jones.schooldesk.net



Superintendent: Board Members: Charles Gibson
Ginger Bailey, Chairperson
Mark W. Andrews
Alfred Pitts
Dr. Nancy Nash
Ken Hamilton

#### 4/26/2017

#### TO ALL SUPPLIERS:

Jones County School System (JCSS) invites proposals for furnishing goods and/or services required for **2017 DIGITAL VHF RADIO SYSTEM** as described in this document.

Suppliers are instructed to read carefully all terms, conditions, specifications and requirements in this Request for Proposal (RFP). Suppliers are required to complete all returned forms in their entirety.

All proposals accepted must be submitted in a sealed envelope marked with your company name and **2017 DIGITAL VHF RADIO SYSTEM** or via Vendor Registry <a href="https://vrapp.vendorregistry.com/Vendor/Register/Index/jones-county-school-system-ga-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Register/Index/jones-county-school-system-ga-vendor-registration</a> If you will be delivering written responses, please deliver your proposal to Jones County School System, Attention: Carol Miller, 125 Stewart Ave, Gray, GA 31032.

There **WILL BE** a pre-proposal site visit on **Monday, May 8, 2017 at 10:00 am** at Jones County Transportation Office,101 Ross Street, Gray, Georgia. Prompt attendance is encouraged, late comers may be disqualified from submitting proposals. **Attendance IS required.** It is a **mandatory meeting**. There will be NO personal site visits.

The proposal acceptance will close on <u>Tuesday, May 16</u> at <u>10:00 am.</u> <u>Eastern Time</u>. Please allow ample time for delivery. Proposals submitted after the due date/time will not be accepted, however, proposals can be submitted prior to the due date/time.

JCSS reserves the right to accept or reject any or all proposals and to waive any formalities.

Your interest and participation in the JCSS solicitation process is appreciated.

Sincerely,

Carol Miller, GPCA
Operations Director

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA PROCUREMENT OPERATIONS

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#### JCSS STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions are common to all JCCS RFP documents. Taking exception to these terms and conditions or submitting conflicting language may be cause for rejection of supplier's response.

#### 1.0 PREPARATION OF PROPOSALS

- **1.1** Responses must be on the forms furnished within this RFP and completed in their entirety. Proposals must be submitted in a sealed envelope marked with your company name and **2017 DIGITAL VHF RADIO SYSTEM** clearly marked on the outside of the envelope.
- 1.2 Suppliers are instructed to read all terms, conditions and specifications as set forth in the RFP carefully. Responses must be either typed or written in ink. Any correction made within the RFP submission (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected by JCSS.
- Due to the large number of suppliers listed in certain categories of the JCSS Supplier's List, not all suppliers will necessarily be sent a notice each time an RFP is issued. RFPs issued by the JCSS are advertised on Jones County web site <a href="https://www.jones.schooldesk.net">www.jones.schooldesk.net</a> and <a href="https://wrapp.vendorregistry.com/Vendor/Register/Index/jones-county-schoolsystem-ga-vendor-registration">https://wrapp.vendorregistry.com/Vendor/Register/Index/jones-county-schoolsystem-ga-vendor-registration</a>. The responsibility rests with the supplier to view JCSS web site frequently for a listing of solicitations. To view on the system website, go to the JCSS web site; <a href="www.jones.schooldesk.net">www.jones.schooldesk.net</a>, <a href="District">District</a>>Departments</a>>Facilities and Operations.</a>
- Each supplier is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and JCSS policies and/or regulations pertaining to JCSS procurement.
- JCSS assumes no responsibility or obligation to the suppliers. JCSS will make no payment for any costs associated with the preparation or submission of a response. This provision applies whether or not a dispute arises.
- 1.6 The terms Bidder, Vendor, Supplier, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits a response to this RFP.
- 1.7 All responses submitted become the property of the JCSS and are subject to applicable open records policies and laws.

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

#### JCSS STANDARD TERMS AND CONDITIONS

#### 2.0 COMMUNICATIONS WITH JCSS STAFF

- 2.1 All communications concerning this RFP must be submitted in <u>writing</u> to the JCSS. Email to carolmiller@jones.k12.ga.us is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Issuing Officer, will be binding upon JCSS. The Issuing Officer, in its discretion, may call upon user departments for clarification in their area of expertise. Questions concerning this solicitation must be received by 5/10 at 9:00 am. Answers will be posted to the JCSS Purchasing website by 5/11/2017 by 4pm.
- 2.2 From the issue date of this RFP until completion of the entire solicitation process and announcement of award notification, all supplier communication must be authorized by the Issuing Officer including but not limited to communications with school system employees and/or contracted agents related to this RFP. Violation of this provision may result in rejection of the supplier's response.
- 2.3 It is the supplier's responsibility to check the JCSS Purchasing website for any addenda, responses to supplier questions, or other communications that may be issued or released during the solicitation period. Following receipt of supplier responses to a solicitation, it is the supplier's responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the supplier to ensure that JCSS receives said information prior to the deadline(s) indicated. In the event clarification or additional information is provided via email or fax, a signed, original hard copy of this information should be submitted to the Issuing Officer no later than the next business day after the information's due date. The hard copy will serve as the legal document and must match the fax/email copy.

#### 3.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

#### JCSS STANDARD TERMS AND CONDITIONS

#### 4.0 **SUBMISSION OF PROPOSALS**

4.1 Responses are to be delivered no later than the date and time (determined by the date/time stamp of the JCSS Issuing Officer) set forth in this RFP. Suppliers are advised to consider that hand delivery assures timely receipt. Proposals and supporting documentation must be submitted to:

Jones County School System

2017 DIGITAL VHF RADIO SYSTEM

Attn: Carol Miller 125 Stewart Ave Gray, GA 31032

Fax number: (478)986-3056

The Cost Proposal Form (**Page 50**) must be submitted separately from the rest of your response. One original of the cost section of the proposal must be submitted in a sealed envelope labeled:

#### 2017 DIGITAL VHF RADIO SYSTEM

Supplier Name Cost Proposal

One original of the non-cost sections of your proposal response (including supporting documentation) must be submitted in sealed packaging and labeled:

#### **2017 DIGITAL VHF RADIO SYSTEM**

Supplier Name Non-Cost Proposal

Both the cost and non-cost responses must be submitted by the due date stated in this solicitation.

Any proposal received after the designated time will be deemed late and will not be considered by the JCSS. Faxed and/or emailed copies will not be accepted.
 Only delivered hard copies will be accepted.

#### JCSS STANDARD TERMS AND CONDITIONS

#### 5.0 **SPECIFICATIONS**

- 5.1 For Goods: Manufacturers listed as "Model Equivalence" or "JCSS Approved Equivalent" in the RFP are to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The JCSS will be the sole determiner as to whether the substituted item is of equal or better specification.
- 5.2 Any deviation from the specifications must be clearly identified by the supplier on the appropriate proposal form(s). If the supplier wishes to provide additional detail regarding the deviations in an accompanying letter, it should be noted on the appropriate proposal form(s). The furnishing of cuts, catalogs or printed descriptions will not relieve the supplier of this requirement. JCSS shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the RFP. If JCSS determines that the modifications or deviations from the specifications are not in compliance, the proposal may be rejected.
- 5.3 A supplier's failure to deliver any items/services according to specifications set forth in their proposal may result in cancellation of the purchase and permanent removal from the supplier's list. If any items do not meet these specifications, the items will be picked up at supplier's expense and removed from the premises of the JCSS at the sole cost of the supplier.
- 5.4 If there is an error in the description or specifications contained in the RFP, JCSS reserves the right to notify each supplier separately from the RFP of such specification or description change and may require all proposals to be in compliance with such modification. In the case of an error in the specifications or the descriptions, JCSS further reserves the right to cancel the RFP and reissue.
- If an awarded brand/model is discontinued during the award period, the awarded supplier may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in the awarded supplier's proposal as well as current industry standards. Replacement item must be offered at the same or better discount/fee structure level as the originally awarded item, or at a lower price than the original item. Replacement units must be made available to JCSS for review and approval prior to the end of life of the awarded model. JCSS reserves the right to accept or reject the proposed replacement item and to negotiate with awarded supplier the purchase of different brands/models when in the best interest of the District.

#### JCSS STANDARD TERMS AND CONDITIONS

#### 6.0 PRICES QUOTED

- 6.1 Unless specifically consented to in writing by JCSS, prices must remain firm for a period of one year from the award date, or for any renewal period, under the same terms and conditions as the RFP. The JCSS reserves the option to renew any contract award at its sole discretion.
- 6.2 Quantities/amounts shown in the RFP are estimates. Suppliers are advised that the actual number purchased/required may vary from those in the RFP, depending upon the needs of the JCSS and the availability of funds.
- Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- Pricing must be submitted on the Cost Proposal Form(s) as requested without conditions unless called for in Special Terms & Conditions.
- 6.5 For Goods: Proposals must include any and all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- **6.6** Prompt payment discounts will be considered for the purposes of evaluation and award.
- **6.7** The JCSS does not pay late payment fees.

#### 7.0 SAMPLES

- **7.1** When required, samples must be furnished at the supplier's expense and at no cost to JCSS.
- **7.2** Samples are to be tagged or labeled as directed in the Special Terms and Conditions.
- **7.3** Samples not used or destroyed in testing will be available for return to the supplier at supplier's request and at supplier's expense. If supplier does not arrange for pick-up of samples as defined in Special Terms & Conditions; samples will become the property of JCSS.
- **7.4** JCSS will assume no responsibility for items lost or destroyed when being inspected or tested.

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

#### JCSS STANDARD TERMS AND CONDITIONS

#### 8.0 SUPPLIER'S EVIDENCE OF RESPONSIBILITY

- 8.1 The JCSS reserves the right to require a financial statement and/or Dun and Bradstreet rating from any supplier who submits a proposal. The supplier must submit a current financial statement and/or Dun and Bradstreet rating within 48 hours after notification of such requirement.
- **8.2** The enclosed Supplier Reference Sheet and Supplier Questionnaire are to be completed and returned as indicated in the RFP document if submitting written response.

#### 9.0 DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

Supplier certifies that the supplier and/or any of its subcontractors (if applicable) have not been debarred, suspended, or declared ineligible by an agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Supplier will immediately notify JCSS in writing if supplier is debarred by the State of Georgia or placed on a Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

C.F.R. Section 180.300 requires that when the School District enters into a covered transaction with an entity at a lower tier, the School District must verify that the entity is not suspended, debarred or otherwise excluded. "Covered transactions" include those procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceeded \$25,000. Furthermore, grantees and sub-grantees must not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded. By signing this contract, you are affirming that neither you, the Supplier, nor any principal of the Supplier are at the date of your signature suspended, debarred or otherwise excluded.

#### JCSS STANDARD TERMS AND CONDITIONS

#### 10.0 NON COLLUSION

The supplier, by affixing its signature to this solicitation, certifies that that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. The supplier understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

#### 11.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY

- 11.1 Supplier acknowledges that some material and information which may come into its possession or knowledge in connection with the RFP, or the performance hereof, may consist of confidential and private information of JCSS, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Supplier therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this contract, and not to release or disclose any information to any other party except as may be required by law. Supplier hereby expressly agrees to immediately remove any subcontractor or any of Supplier's employees from performing any work in connection with this contract upon JCSS giving notice to Supplier that JCSS reasonably believes such person has failed to meet the confidentiality obligations or standards of this contract. Any employee or subcontractor so removed shall be replaced as provided under the staffing requirements of this contract.
- 11.2 Confidential information is educational records, proprietary information, a trade secret, copyrighted material, or documents otherwise not subject to disclosure or use, as defined under O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 U.S.C. §1232 (g), 45 CFR § 741.6(c)(3), 45 CFR §84.14(d) and 20 U.S.C. §§ 1400-1491. Supplier acknowledges that confidential information includes, but is not limited to, employee data, educational records, and information relating to health records, physician and provider notes, medical bills, claims and other written information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Notwithstanding the foregoing, this agreement is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

#### JCSS STANDARD TERMS AND CONDITIONS

#### 12.0 ORIGINALITY AND TITLE TO CONCEPTS, MATERIALS AND GOODS PRODUCED

Supplier represents and warrants that all the concepts, materials, goods and services produced, or provided to JCSS shall be wholly original with the Supplier or that the Supplier has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Supplier represents and warrants that the concepts, materials, goods and services provided by Supplier to JCSS and JCSS's use of same shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

#### 13.0 RECORDS

- **13.1 Retention** The supplier must retain all books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to JCSS throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.
- 13.2 Access –The supplier shall permit JCSS or any duly authorized representative from the Department of Education, United States Department of Agriculture (USDA) and/or where federal funds are involved, the Comptroller General of the United Sates or any other authorized representative of the United States government to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract where such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, JCSS reserves the right to charge Supplier for the cost of the audit and appropriate reimbursement.

#### JCSS STANDARD TERMS AND CONDITIONS

#### 14.0 CIVIL RIGHTS

JCSS does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

To file a complaint of discrimination for a solicitation involving food items, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

To file a complaint for any other solicitations, contact the Civil Rights Center Director, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. Phone number: Voice: (202) 693-6502 / TTY: (202) 693-6516 or Fax: (202) 693-6505. Email: <a href="mailto:creekernalcomplaints@dol.gov">CRCExternalcomplaints@dol.gov</a>.

#### 15.0 AWARDS

- 15.1 The JCSS reserves the right to accept or reject any part of a submitted proposal, to accept the entire proposal from one supplier, to accept portions of the proposal from several suppliers, or to reject all proposals submitted or waive any minor irregularity. The JCSS reserves the right to award the proposal under the most beneficial economic terms for the JCSS.
- 15.2 The JCSS reserves the right to award by line item to more than one supplier and/or to award by group or any combination thereof. Award will be made in the best interest of JCSS.
- **15.3** JCSS may choose not to make an award to a supplier for less than \$1,000.00 when there are multiple awards on a solicitation.
- 15.4 In case of tie and subject to compliance with state and federal regulations and guidelines, the award will be made as follows:
  - **15.4.1** The award will be to the in-county supplier.
  - **15.4.2** The award will be to the in-state supplier.
  - **15.4.3** If applicable, award will be to the supplier with goods made in Georgia.
  - **15.4.4** The award will be to the supplier with the lesser total dollar volume.

#### JCSS STANDARD TERMS AND CONDITIONS

If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

- 15.5 Award will be made to the responsive and responsible supplier based on price, availability, lead time, past supplier experience, references, and compliance with the RFP specifications and requirements as outlined in the evaluation criteria included in this solicitation.
- **15.6** A determination of competitive range may be made during the evaluation process. Suppliers not in the competitive range of being selected for award shall be eliminated from further discussion.
- During the evaluation phase, discussions may be conducted with suppliers who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Suppliers will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Procurement Services may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, JCSS reserves the right to re-solicit the item(s)/services(s) involved.
- 15.8 The JCSS reserves the right to negotiate a lower price than the award price on any line item with the successful supplier. If the JCSS is unable to negotiate an acceptable price, it reserves the right to re-solicit the item(s)/service(s) involved.
- 15.9 The JCSS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the District.
- **15.10** The JCSS reserves the right to purchase related items/services from the awarded supplier(s) when necessary, provided the pricing granted is in accordance with the cost structure awarded for similar items/services.
- **15.11** Purchases by the JCSS are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.
- **15.12** Awards will be posted on the internet at Awarded IFBs/RFPs/RFQs on the Purchasing page. Go to <a href="https://www.jones.schooldesk.net">www.jones.schooldesk.net</a>, Departments>Facilities and Operations.

#### JCSS STANDARD TERMS AND CONDITIONS

**15.13** If after the award there is a <u>decrease</u> in the price of a product from the manufacturer, or a rebate, the successful supplier will pass that price decrease and/or rebate onto the JCSS.

#### 16.0 CONTRACT

- **16.1** The Acknowledgement and Agreement form must be completed and returned with the proposal.
- 16.2 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.
- 16.3 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 RFP, the language of the RFP shall govern and control for all purposes, unless consented to and agreed to by JCSS in writing.
- 16.4 If the Supplier has additional terms and conditions, including but not limited to a Supplier drafted contract or purchase order, that it is proposing, then the Supplier must disclose and submit those terms and conditions in writing for evaluation by the 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. If any of the supplier's proposed contract terms conflicts with any of JCSS's terms and conditions, then each and every term proposed by the supplier that is conflicting must be clearly identified separate from the contract 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 as set forth in this paragraph. Further, unless expressly agreed to in writing by the JCSS, then JCSS will not be bound by any terms and conditions in any supplier contract, packaging, service

#### JCSS STANDARD TERMS AND CONDITIONS

catalogue, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition 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.

- **16.5** Time is of the essence in this Contract.
- Choice of Law and Venue The Laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any term 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 or 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.

#### 17.0 SHIPPING

- 17.1 All prices are to include delivery to the location(s) specified in the RFP or the Purchase Order. All delivery for goods must be FOB Destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the JCSS.
- 17.2 Inside delivery is required for all goods. At no time should goods be left outside of any building. Suppliers are asked to be mindful of school arrival and dismissal times and avoid attempting delivery during those times. For large, heavy items, suppliers are encouraged to call ahead to the delivery location to give prior notice and ascertain any deliver details particular to that location (i.e. loading dock availability, which entrance provides access to loading dock, etc.).
- 17.3 If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by JCSS, JCSS reserves the right to cancel the purchase of the items/services and/or any other pending purchase orders to the same supplier and/or permanently

#### JCSS STANDARD TERMS AND CONDITIONS

remove the supplier from JCSS's Supplier List. If delivery of goods or services is not complete within the time specified, JCSS may, without liability and in addition to any other rights or remedies, terminate the agreement, by notice effective when received, as to goods or services not yet delivered or rendered. JCSS may purchase substitute goods or services elsewhere and charge supplier for any additional expense incurred.

#### 18.0 <u>INVOICING</u>

- 18.1 Payment will be made by the JCSS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the JCSS authorized representative. Acceptance of any part of the Order shall not bind JCSS to accept any future shipments nor deprive it of any right to return goods already accepted.
- **18.2** The successful supplier will be required to supply an original and one copy of each invoice. All invoices must reference the purchase order to which they pertain.
- **18.3** Prompt payment discounts offered for payment up to thirty (30) days will be taken.
- 18.4 No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the JCSS authorized representative.
- **18.5** All invoices and/or financial correspondence should be directed to:

Tina Pittman Jones County School System 125 Stewart Ave Gray, GA 31032

#### 19.0 COMPLIANCE

Final inspection of all products/services for acceptance or rejection will be made by JCSS. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by JCSS of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective, not in

#### JCSS STANDARD TERMS AND CONDITIONS

conformance with the required specifications, or not to perform as claimed by the supplier.

#### 20.0 RIGHTS AND REMEDIES

20.1 As permitted by law, in lieu of canceling the purchase order, the JCSS may levy a charge if the successful supplier fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the JCSS as a result of the supplier's failure to deliver the item(s) as required.

JCSS does not waive any of its rights under contract law. Supplier acknowledges and agrees that if the supplier breaches this agreement, then JCSS may cover such goods by contracting to purchase goods in substitution for those due from the seller. JCSS may recover from the supplier as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. Failure of the JCSS to effect cover does not bar it from any other remedy. In such circumstances that JCSS is not able to cover or chooses not to cover the goods purchased under this solicitation, then the supplier acknowledges and agrees that JCSS can recover the difference between the market price of the goods at the time JCSS learned of the breach and the contract price of the goods, including any incidental and consequential damages. If JCSS has accepted non-conforming goods purchased under this solicitation, then supplier acknowledges and agrees that JCSS can recover the value of the goods promised by the supplier and the value of the non-confirming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to JCSS under Georgia law. Supplier acknowledges and agrees that JCSS is owed its reasonable attorney's fees and costs incurred with the exercise of its rights in connection with the foregoing remedies.

Partial completion on a purchase order will not exempt a supplier from this charge. JCSS further has the right after assessing such charge, after the continuing failure of the supplier to complete, to terminate the purchase order.

**20.2 Warranty and Support Requirements** – The JCSS is not waiving, amending, or abridging any warranty rights/contractual rights provided to the JCSS under state or federal law. The JCSS is not bound by any terms or conditions in any supplier's contract, packaging, invoices, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in addition to JCSS's

#### JCSS STANDARD TERMS AND CONDITIONS

contractual rights as provided under state or federal law. In addition to the foregoing warranty and contractual rights of the JCSS, the Supplier further warrants and agrees as follows:

- 20.2.1 Any good(s) purchased under this contract will be defect free in materials and workmanship and be of the quality, size and dimensions ordered. The packaging, packing, marking, and shipping of such goods will conform to the requirements of this RFP and as set forth in supplier's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by JCSS.
- 20.2.2 For Goods: Upon request by JCSS, the Supplier further agrees to immediately correct, without charge to JCSS, any defects in the goods, which develop during the life of the warranty after acceptance and payment by JCSS. Supplier further agrees to indemnify JCSS against damages of any sort resulting from faulty workmanship or materials by Supplier while performing any warranty or guaranty work hereunder (or by any third party performing such work for and on behalf of Supplier). Any goods or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as goods initially delivered.
- **20.2.3** For Goods: Supplier is fully aware of JCSS's business requirements and intended uses of the product(s) and warrants that the product(s) shall be fit for such intended uses.
- **20.2.4** JCSS shall give written notice to the Supplier of any breach of warranties in this section and such notice shall contain information concerning the deficiencies found, the location of the nonconforming good(s), and the quantity involved, including JCSS's notification of the remedy for the nonconforming or defective good(s).

#### 21.0 TERMINATION

21.1 If the JCSS or the successful supplier(s) wish to cancel this contract following award, written notice thirty (30) days in advance will be required of either party. JCSS reserves the right to terminate the contractual relationship with Supplier at any time without cause and without penalty on 30 days' written notice to Supplier. JCSS shall pay supplier for the work performed prior to the date of notice of termination. Supplier shall not be paid for any work performed or incurred after the receipt of the notice of termination, nor for costs incurred by

#### JCSS STANDARD TERMS AND CONDITIONS

its suppliers. In addition, JCSS may terminate the contract with Supplier in the event Supplier breaches any of its duties and obligations under this contract and Supplier fails to cure such breach within thirty (30) days after receiving notice from JCSS specifying the breach.

- **21.2** The rights and remedies of JCSS as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 21.3 To terminate the agreement pursuant to O.C.G.A. § 20-2-506, JCSS must give notice to the supplier at least thirty (30) days prior to the end of each calendar year during the term of this Agreement.

Further and pursuant to O.C.G.A. § 20-2-506 , in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling JCSS's obligations hereunder, JCSS may terminate this Agreement by providing thirty (30) days written notice of termination to the supplier. Notice of termination shall include a certification by JCSS of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by JCSS not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the supplier before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the supplier or the date this Agreement expires on its own terms, whichever first occurs. JCSS shall be obligated for payments to the supplier through the date of termination.

- **21.4 Termination for Cause** The occurrence of any one or more of the following events shall constitute cause for JCSS to declare the Supplier in default of its obligations under the contract:
  - **21.4.1** The Supplier fails to deliver or has delivered nonconforming goods or services or fails to perform, to JCSS's satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Supplier;
  - **21.4.2** JCSS determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;
  - **21.4.3** The Supplier fails to make substantial and timely progress toward performance of the contract;

#### JCSS STANDARD TERMS AND CONDITIONS

- 21.4.4 The Supplier becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Supplier terminates or suspends its business; or JCSS reasonably believes that the Supplier has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- **21.4.5** The Supplier has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- **21.4.6** The Supplier has engaged in conduct that has or may expose the JCSS to liability, as determined in the JCSS's sole discretion; or
- **21.4.7** The Supplier has infringed on a patent, trademark, copyright, trade dress or any other intellectual property rights of a third party.
- 21.4.8 Notice of Default If there is a default event caused by the Supplier, JCSS shall provide written notice to the Supplier requesting that the breach or noncompliance be remedied within the period of time specified in JCSS's written notice to the Supplier. If the breach or noncompliance is not remedied within the period of time specified in the written notice, then JCSS may:
  - **21.4.8.1** Immediately terminate the contract without additional written notice; and/or
  - 21.4.8.2 Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting Supplier including without limitation offsetting amounts owed by JCSS to the Supplier by such charges; and/or,
  - **21.4.8.3** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

#### 22.0 NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT

Except as may be specifically permitted by the RFP, Supplier shall not delegate, subcontract, assign or otherwise permit anyone other than Supplier personnel to perform any of the work and/or provide any of the services required of Supplier under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of JCSS, which consent may be withheld by JCSS in its sole discretion.

#### JCSS STANDARD TERMS AND CONDITIONS

No subcontract, which Supplier enters into with respect to the performance of work and/or provision of services under this Contract, shall in any way relieve Supplier of any responsibility for any performance or obligation required of it by this Contract. Supplier hereby accepts responsibility for ensuring that **all** subcontractors who perform any of the services under this Contract also comply with the terms and conditions of this Contract; and Supplier expressly agrees to indemnify and hold harmless JCSS from any and all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Supplier shall give JCSS immediate notice in writing by registered or certified mail of any claim, action or suit filed against Supplier by any subcontractor, and prompt notice of any claim made against Supplier or any subcontractor, which may result in litigation, related in any way to this Contract.

Supplier must notify JCSS of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). JCSS reserves the right to require that a subcontractor be removed from the contract.

#### 23.0 **TAXES**

Supplier will timely pay all taxes lawfully imposed upon Supplier with respect to this Contract. Supplier makes no representation whatsoever regarding any tax liability of Supplier, nor regarding any exemption from tax liability related to this Contract.

#### 24.0 SURVIVAL OF REPRESENTATIONS

The provisions, representations and warranties contained in this contract shall survive the delivery of all components procured hereunder and the payment of fees therefore and any termination of this contract in accordance with their respective terms and conditions.

#### 25.0 RELATIONSHIP OF PARTIES

This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The Supplier shall be deemed an independent contractor, and the employees and agents of the Supplier shall not be deemed to be the employees or agents of JCSS. JCSS is not responsible for the payment of any taxes, insurance or benefits on behalf of the firm's employees.

#### JCSS STANDARD TERMS AND CONDITIONS

#### 26.0 **SEVERABILITY**

Any section, subsection, paragraph, term, condition, provision or other part of this contract which is held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate or otherwise change any section, subsection, paragraph, term, condition, provision or other term of this Contract shall not affect any other section, subsection, paragraph, term, condition, provision or part of the contract, and the remainder of this contract shall continue to be of full force and effect.

#### 27.0 WAIVERS

The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to future performance of such obligations and other obligations under this contract.

#### 28.0 PUBLICITY

Supplier shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without express written prior consent of JCSS. As used in this section, the term "publicity" includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs and similar public information.

#### 29.0 SUPPLIER EMPLOYEES ON JCSS PROPERTY

29.1 All Supplier employees, agents and subcontractors working on JCSS property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. All Supplier employees should conduct themselves in a professional manner and should not give the appearance of fraternizing with staff or students. Supplier shall provide and institute necessary security measures to prevent unauthorized access to any and all computer networks and proprietary information, trade secrets or student information of JCSS by any of its employees or agents, and Supplier shall be liable and responsible to JCSS for any and all security breaches by its employees or agents. All Supplier employees should conduct themselves

#### JCSS STANDARD TERMS AND CONDITIONS

in a professional manner and should not give the appearance of fraternizing with the students and teachers.

- 29.2 JCSS is a Drug Free Workplace By submission of a response to the RFP, the supplier certifies that employees, agents, and subcontractors will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs on the JCSS property during the performance of the contract.
- 29.3 JCSS is a Smoke Free Workplace By submission of a response to the RFP, supplier certifies that employees, agents, and subcontractors will not use tobacco products on school property at any time during the performance of the contract.
- **29.4** JCSS reserves the right to request the removal of any supplier employees, agents, or subcontractors from JCSS property.

#### 30.0 AMENDMENTS IN WRITING

No amendment of any term or condition contained in this contract, including the RFP and Supplier's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of JCSS, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Supplier shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

#### 31.0 PARTIES BOUND

This contract shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### 32.0 <u>INDEMNIFICATION</u>

Supplier hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless members of the Board of Education (BOE), the JCSS and its

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

#### JCSS STANDARD TERMS AND CONDITIONS

officers, agents and employees (hereinafter collectively referred to as "Indemnities"), of and from any and 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 contract, due to any act or omission on the part of Supplier, its agents, employees, subcontractors, or others working at the direction of Supplier or on its behalf; or due to any breach of this contract by Supplier; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Supplier, its agents, employees, subcontractors, or others working at the direction of Supplier or on its behalf.

As permitted by Georgia law, this indemnification shall apply notwithstanding the fact that the Indemnities may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnities.

This indemnification extends to the successors and assigns of the Supplier, and this indemnification and release survives the duration of this contract, the termination of this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Supplier.

Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

#### 33.0 COMPLIANCE WITH LAWS

- **33.1** Supplier shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.
- **33.2** Supplier further agrees that in the performance of the contract, it will comply with all laws, regulations, rules and policies that may apply to public education in general and the operation of the JCSS in particular.

#### JCSS STANDARD TERMS AND CONDITIONS

#### 34.0 INSURANCE REQUIREMENTS

Please see Special Terms and Conditions for Insurance Requirements specific to this solicitation.

#### 35.0 BACKGROUND CHECKS

JCSS requires supplier, at supplier's cost, to perform background checks on any employee or subcontractor who will be working on JCSS property (delivery personnel excluded). A Comprehensive criminal history background check to include both Georgia Crime Information Center (GCIC) and National Crime Information Center (NCIC) is required on each applicant assigned to JCSS. Minimum findings that warrant exclusion include:

- Any felony conviction
- Any drug conviction
- Any crime against children
- Any sex-related conviction

Background checks must be provided to the JCSS Human Resources Department upon request by the JCSS. Supplier agrees to comply with any request from the JCSS to remove any supplier employee from JCSS property. Supplier agrees to cooperate with the JCSS to the fullest extent practicable in any investigation of any actual or alleged misconduct of any supplier employee in connection with any activity arising out of this Agreement.

Please note: It is preferred that all necessary checks be completed prior to employee beginning work. If business demands warrant assignment before the check is completed, then it is acceptable for employee to begin assignment as long as the background check is in progress and the application for employment does not list offenses of any type. JCSS must be informed of any employee assigned without completed background check and the results must be on file with supplier within 30 days.

#### 36.0 POTENTIAL SMALL BUSINESSES, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

It is the intent of the JCSS to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

# JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

#### JCSS STANDARD TERMS AND CONDITIONS

#### 37.0 COMPLIANCE WITH FEDERAL LAWS

All suppliers must comply with all applicable federal laws including without limitation:

- 37.1 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- 37.2 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

#### 38.0 SPECIAL TERMS AND CONDITIONS

Should these JCSS Standard Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.

# Request for Proposal 2017 DIGITAL VHF RADIO SYSTEM JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

#### **CONFLICT OF INTEREST**

#### ALL PROSPECTIVE SUPPLIERS PLEASE READ CAREFULLY

Please refer to Board Policy BHA, Conflict of Interest, located on the Jones County School System website at <a href="https://www.jones.schooldesk.net">www.jones.schooldesk.net</a> under Board of Education, Board Policy Manual.

Any conflict with Board policy and/or administrative rules must be disclosed at the time of proposal submission.

Ginger Bailey, Chairman
Mark W. Andrews
Alfred Pitts
Dr. Nancy Nash
Ken Hamilton

The Special Terms and Conditions are customized specifically to this solicitation. Taking exception to these terms and conditions or submitting conflicting language may be cause for rejection of supplier's response.

**1.0** PURPOSE – Jones County School System is searching to enter into contract with a vendor to digital vhf radio system to connect our bus fleet, transportation office and schools. We are looking for the best solution for our need.

#### 2.0 SCOPE OF WORK:

We are looking for a turnkey product regarding installation and supplies for a Kenwood NXR-710K system. It will consist of the following parts/supplies:

FCC Fee for conversion to digital and adding one (VHF) repeater pair	1
Kenwood NXR-710K VHF 25-30 watt repeater	1
Kenwood KSGA211R 110W continuous duty RF Amplifier 40AM	1
power supply	
42" equipment rack	1
Open rack shelves	2
The above listed supplies will need to be installed at the EMA tower.	. You will need to
climb existing tower-raise antenna 50' and provide the cable and co	nnectors.
NX740HVK duplexor as per FCC frequencies obtained	1
NX740HVF VHF digital mobiles (For all buses)	99
Labor to remove existing radios and install new radios on buses	99
MUL-06/A1211AC-VHF antennas kits	99
NX700K VHF Control stations with KPS-15 power supply, mounting	13
case (2 w/KMC-9c base mics 11 w/palm mic)	
Installation of control stations with VHF antenna, coaxial cable and	13
connections at various locations	
Kenwood NX200K2-SLKVP VHF digital 5 watt portable with KRA-	10
22m VHF stubby antenna	
KBH-12 belt clip, KNB-55L lithium 1480mAh battery, KSC-25LSK	
single unit charger-programmed and assembled	

#### 3.0 GENERAL REQUIREMENTS

3.1 On Monday, May 8, 2017, JCSS will provide interested suppliers a pre-proposal meeting. The pre-proposal meeting will be at 10 am at Jones County School

Transportation Office, 101Ross Street, Gray, Georgia. The pre-proposal meeting is mandatory and no concessions will be made to parties who choose not to attend.

- All services shall be performed in accordance with the requirements of Environmental Protection Agency (EPA), Environmental Protections Division (EPD), Occupational Safety and Health Administration (OSHA), Asbestos Hazardous Emergency Response Act (AHERA), Fire Marshall and any other Federal, State, or local governing body. Failure of the successful supplier to meet these requirements may result in cancellation of the contract by JCSS. The successful supplier shall be responsible for contacting the respective governing party(ies) to ensure they are following guidelines.
- 3.3 Any damage incurred by the supplier or their subcontractors to any site, building, room, fixture or any item owned by JCSS shall be repaired or replaced at no cost to the JCSS.
- 3.4 The successful supplier shall provide a single point of contact with whom JCSS shall conduct all business.
- 3.5 All transportation charges, chemicals, signage, etc. must be included in project cost. No additional charges for items or services will be paid during the contract that is not listed on the Proposal form.
- **3.6** JCSS dumpsters are not to be used for disposal of packing materials or debris

#### 4.0 **FEE STRUCTURE FOR ADDITIONAL ITEMS**

Within this document, JCSS has attempted to anticipate and identify all items that may be needed under this contract throughout the length of the award period. In the event JCSS has failed to include an item(s), responding vendors are asked to provide a fee structure for additional, related items that may be purchased during the award period. Vendors are to identify the pricing source and the associated fee structure in the space provided on the attached Cost Proposal Form. Some example responses are: X% discount below MSRP; X% discount below published catalog pricing; Cost plus X% mark-up. Upon request, awarded vendor must be able to provide documentation verifying appropriate discounts are granted throughout the contract. JCSS reserves the right to conduct periodic random audits of fair market value, etc. to ensure price granted is reasonable and accurate.

#### 5.0 HOURLY RATE FOR ADDITIONAL SERVICES

Within this document, JCSS has attempted to anticipate and identify all services that may be needed under this contract throughout the length of the award period. In the event JCSS has failed to anticipate all service needs, responding vendors are asked to provide a fee structure for additional, related services that may be needed during the award period. Vendors are to provide an hourly rate in the space provided on the attached Cost Proposal Form. If awarded the contract, this fee would then apply to service needs that may be identified at a later date. If there are different rates, please provide any/all rate information.

#### 6.0 CALENDAR OF EVENTS

Description	Date	Time
Release of RFP	As Published on the Jones County School System webpage	5/1/2017
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	5/10/2017	9:00 am. ET
Bidders/Offerors' Conference Location:  Attendance is: <b>REQUIRED</b>	Jones County School Transportation, 101Ross Street, Gray, GA 31032	5/8/2017 at 10:00 am
Responses to Written Questions	5/11/2016	4:00 pm
Proposals Due/Close Date and Time	May 16, 2017	10:00 am

7.0 The initial term of the contract(s) shall be from the date of award until completion. The System's fiscal year is from July 1<sup>st</sup> through June 30<sup>th</sup>. Unless this RFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

#### 8.0 INSURANCE REQUIREMENTS

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the Jones County School System (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the

# JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA SPECIAL TERMS AND CONDITIONS

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 the System an insurance certificate listing the 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 the 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:

Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Duaduata/Camplatad One Aggregata Limit	¢ 2 000 000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability
 Combined Single Limit

\$1,000,000

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 the System. Certificates of Insurance showing such coverage to be in force shall be filed with the System prior

# JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA SPECIAL TERMS AND CONDITIONS

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 System, 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 System 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.

#### 9.0 BONDING REQUIREMENTS

A Performance surety bond is required on this contract. JCSS is requiring that the awarded Vendor submit to JCSS documentation to show evidence of a performance surety bond. **Performance** bonds protects the owner (e.g. JCSS) from financial loss caused by the contractor who fails to deliver goods or services in accordance with the terms, specifications, and conditions of the contract.

**Bid, Performance and Payment bonds** are required for certain **state construction contracts** as described by various Georgia statutes. Please refer to the following links for additional information:

**Performance bonds** 

http://www.lexisnexis.com/hottopics/gacode/Default.asp (See O.C.G.A. 13-10-40 & 13-10-41)

#### 10.0 PROPOSAL EVALUATION

10.1 Organization and Completeness of Proposal - Supplier's proposal must provide straightforward, concise proof of the capabilities to satisfy RFP requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be clearly labeled with the corresponding RFP section name and number. Any additional documents provided by the supplier must also be clearly labeled with the corresponding RFP section name and number. All requested information must be included and all forms completed in entirety. (All spaces must be completed on all requested

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA SPECIAL TERMS AND CONDITIONS

documentation.) Any proposals that do not include all required information may be considered non-responsive and disqualified.

**Evaluation Procedures** – **Review of Proposals** - A committee comprised of representatives comprised by the Superintendent and Issuing Officer will evaluate the proposal responses on the basis of qualifications, relevant experience, responsiveness of proposers, as well as cost. Cost will not be the sole determining factor in the award.

Each proposal will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily. The committee may request additional clarification/information from the responding supplier(s).

The committee will evaluate the quality and completeness of each response as it addresses each requirement of the RFP. All non-cost related areas of the response are evaluated during this phase. A list of areas being reviewed for this specific RFP, along with the associated point values is included in the Evaluation Criteria below. The committee may in its sole discretion and in the course of the evaluation request presentation(s)/demonstration(s) with one or more selected suppliers. Responses must satisfactorily meet non-cost requirements before cost is evaluated.

# JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA SPECIAL TERMS AND CONDITIONS

**10.2 Evaluation Criteria** – The selection of a supplier to provide preventative maintenance and service calls will be based on the review of several key elements in the proposals submitted. They include, but are not limited to the following criteria:

#	Description	Points Possible
1.	Technical Capabilities	
	Experience	10
	Solution Recommendations	40
	Other Services Provided	5
2.	Business Stability	
	References (Section 12.0)/page 36	15
	Non-Cost Subtotal	70
4.	Cost Proposal/page 44	30
	TOTAL	100

Cost Evaluation Formula: (Lowest Price/R-where "R" represents the cost of proposal currently being ranked) x Points = Score.

The non-cost portion of proposals (total of items 1-3) can receive a maximum of 70 points (70 %) out of 100 points possible. Only non-cost proposals that receive 50 points (70% of total non-cost score) or more will have the accompanying cost evaluated. Note: This may not apply to some projects with special fund sources such as eRate, Construction, Grants, etc. Ask end-user if special requirements apply.

### 11.0 SUPPLIER QUESTIONNAIRE - MUST BE COMPLETED BY ALL SUPPLIERS

	•	company been in the business of providing the goods/services
1.		kground information on your company, including delivery and g capabilities, as well as any financial ratings available.
2.	Have you do	one business with other school systems?
	Yes	No
	If yes, name	system and volume of business
3.	EVALUATIO pertaining t	nplete contact information for a Point of Contact DURING N period. This person must be available to answer any questions o your response that may arise prior to award. If no information is low, the information on the Acknowledgement and Agreement form
Compa	any Name:	
Contac	t Name:	
Phone	Number:	Fax Number:
Email A	Address:	

### JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA SPECIAL TERMS AND CONDITIONS

4. Please note that JCSS Purchase Orders are sent via automated fax. Please provide PO contact information below including an accurate fax number for receipt of POs. If no information is provided below, the information on the Acknowledgement and Agreement form will be used.

Company Name:

Contact	: Name:			
Address	5:			
City, Sta	ate, Zip:			
Phone N	Number:		Fax Number:	
Email A	ddress:			
5.	proposal?	any value-added items/serv Note that JCSS will be the s ed to the District.	•	

#### 12.0 REFERENCES

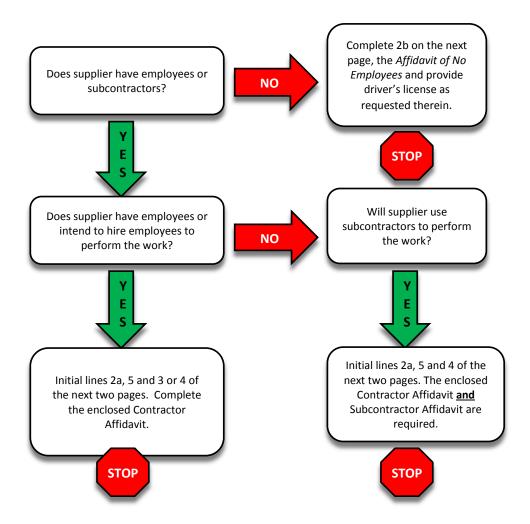
ALL responding suppliers must provide references for your company below. It is the supplier's responsibility to provide complete and accurate reference information on the form below; completing ALL fields. Failure to do so can result in JCSS being unable to verify supplier's past work, which may affect JCSS's determination that the supplier is responsive and responsible. Preference may be given to references of similar size and scope. Do not list JCSS as a reference. JCSS reserves the right to consider past experience with supplier.

Company	
Address, City, State, Zip Code	
Telephone Number	Fax Number
Name of Contact Person	E-Mail Address
Company	
Address, City, State, Zip Code	
Telephone Number	Fax Number
Name of Contact Person	E-Mail Address
Company	
Address, City, State, Zip Code	
Telephone Number	Fax Number
Name of Contact Person	E-Mail Address

#### GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

#### **Determine how to comply with the GA Security & Immigration Act**

This section of the RFP is related to the GA Security & Immigration Compliance Act. The chart below may assist the supplier in determining whether these documents apply to your company for this particular project. If in doubt as to whether a document should be completed and submitted, it is recommended that the supplier submit the information.



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

#### TO ALL PROSPECTIVE SUPPLIERS:

If you are providing services as defined on the previous page, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your proposal.

1)	The Jones County School System shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act OCGA 13-10-90 et. seq.,		
2)	In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Securit and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, OCGA 13-10-90 et. seq., (collection the "Act") the Supplier ("Supplier") MUST INITIAL the statement applicable to Supplier below:		
	(a)	<i>(Initial here)</i> Supplier warrants that, Supplier 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; will continue to use the authorization program throughout the contract period; Supplier further warrants and agrees Supplier 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 300-10-101 et.seq; OR	
	(b)	(Initial here) Supplier represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver's license or ID card in lieu of an affidavit if, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the District in writing and provide all affidavits required. (Complete the Affidavit of No Employees); OR	
	(c)	(Initial here) Supplier represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.	
3)_		(Initial here) Supplier will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Supplier with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-101 et.seq.	
4)_		(Initial here) Supplier agrees that, if Supplier employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-102, that Supplier will secure from each subcontractor at the time of the contract the subcontractor's name and address, the employee-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 300-10-12.; 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 300-10-101 et. seq.	
5)		<b>(Initial here)</b> Supplier agrees to provide the Jones County School System with all affidavits of compliance as required by O.C.G.A. § 13-10-90 <i>et seq.</i> and Georgia Department of Labor Rule 300-10-102, 300-10-103, 300-10-107 and 300-10-108 within five (5) business days of receipt.	
6)		<b>(Initial here)</b> Supplier is a foreign company and therefore not required to provide the affidavit as required by O.C.G.A. § 13-10-90 <i>et seq.</i> Supplier must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.	

#### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

- (1) The individual, firm, or corporation ("Supplier") which is contracting with the Jones County School District has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (2) Supplier's correct user identification number and date of authorization is set forth herein below.
- (3) Supplier agrees that the Supplier will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Jones County School System, unless at the time of the contract said subcontractor:
  - (a) is registered with and participates in the federal work authorization program;
  - (b) provides Supplier with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
  - (c) agrees to provide Supplier with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Supplier agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the System County School System at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Supplier further agrees to and shall provide Jones County School System with copies of all other affidavits or other applicable verification received by Supplier (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number	Date of Authorization
If an applicable Federal work authorization program as described above is us	 red, other than the EEV/Basic Pilot Program, please identify the program.
Company Name / Supplier Name	_
BY: Signature of Authorized Officer or Agent	Date
Title of Authorized Officer or Agent of Supplier	
Printed Name of Authorized Officer or Agent	_
SUBSCRIBED AND SWORN BEFORE ME ON THIS THEDAY OF _	, 20
Notary Public	My Commission Expires

#### SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 1	13-10-91, and attests under oath that:
--	--

- The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with \_\_\_\_\_\_\_ (name of contractor), which has a contract with the Jones County School System.
   Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and
- (2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (3) Subcontractor's correct user identification number and date of authorization is set forth herein below.
- (4) Subcontractor agrees that the Subcontractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Jones County School System, unless said subcontractor:
  - (a) is registered with and participates in the federal work authorization program;
  - (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
  - (c) agrees to provide Subcontractor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other applicable verification to the Supplier at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Number Date of Authorization
um as described above is used, other than the EEV/Basic Pilot Program, please identify the program
(of Subcontractor)  Date
ntractor
HIS THEDAY OF, 20
My Commission Expires

#### **AFFIDAVIT OF NO EMPLOYEES**

The undersigned, in connection with a proposed contract or subcontract with the Jones County School System for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor.
- (b) I do not employ any other persons.
- (c) I do not intend to hire any employees to perform the Contract.
- (d) A true, correct and complete copy of my driver's license is attached hereto.
- (e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then *before* hiring any employees, I will:
  - (i.) immediately notify the School District in writing; and
  - (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
  - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

Print Company Name / Name of Sole Proprietor		
BY: Signature of Authorized Officer/Agent	 Date	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	DAY OF	. 20
Notary Public	My Commission Expires	

[Attach copy of driver's license]

### ACKNOWLEDGEMENT AND AGREEMENT INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or descrption for the Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the
   Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

#### **ACKNOWLEDGEMENT AND AGREEMENT**

#### **LOBBYING ACTIVITY REPORT FORM**

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See bottom for public burden disclosure.)

0348-0046

1. Type of Federal Action:  a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Act a. Bid/offer/appli b. Initial award c. Post-award	ation a. b.	. Material change or Material Change Only: year quarter date of last report
	vardee , if known:	5. If Reporting Entity In N Prime:	lo. 4 is a Subawardee, Enter Name and Address of
Congressional District, if known: 4c  6. Federal Department/Agency:		7. Federal Program Name	Wn:
		7. Federal Program Name  CFDA Number, if applicable:	
8. Federal Action Number, if known:		9. Award Amount, if known	n:
10. a. Name and Address of Lobbying Regist first name, MI):		b. Individuals Performing (last name, first name, M	Services (including address if different from No. 10a)
11. Information requested through this form is section 1352. This disclosure of lobby representation of fact upon which reliance when this transaction was made or enter required pursuant to 31 U.S.C. 1352. This for public inspection. Any person who fails shall be subject to a civil penalty of not less than \$100,000 for each such failure.	ing activities is a material vas placed by the tier above ed into. This disclosure is information will be available to file the required disclosure	Signature:  Print Name:  Title:  Telephone No.:	
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

#### **ACKNOWLEDGEMENT AND AGREEMENT**

#### ANTI-LOBBYING CERTIFICATION

Please complete this certification if you DO NOT have any lobbying activity to report under the Lobbying Activity Report Form.

Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions (Sept. 2007)

In accordance with the Federal Acquisition Regulation, 52.203-11

- (a) The definition and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, include in this solicitation, are hereby incorporated by references in paragraph 9b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract
  - (2) If any funds other than Federal Appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Firm Name			
Signature			
Print Name			
 Date			

#### **ACKNOWLEDGEMENT AND AGREEMENT**

#### 2017 DIGITAL VHF RADIO SYSTEM

This acknowledgement and agreement must be properly signed and firmly attached to your proposal. The acknowledgement becomes a part of your proposal and without it your proposal is not complete and will be subject to rejection.

I, the undersigned, have carefully examined and fully understand the **2017 DIGITAL VHF RADIO SYSTEM** document in its entirety and agree to conform to every requirement. I certify that I am authorized to sign this proposal for the supplier. I further acknowledge that failure to prepare, submit, or execute this proposal in the exact manner requested will be just cause to reject any or all of my proposal submission.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by the Director of Procurement Services. In the event suppliers fail to comply, they may be removed from the suppliers' list.

Failure to respond using the most recent forms/information posted to the JCSS Purchasing website may be cause for rejection. It is the supplier's responsibility to check the JCSS Purchasing website for any addenda, responses to supplier questions, or other communications, which may be necessary during the solicitation period. Supplier acknowledges and incorporates each applicable Addendum number listed below in their response:

Check all that apply: No. 1, No. 2, No.	o. 3, No. 4, No Addenda
Prices must remain firm as specified on the aw	ard notification letter.
Company Name	Representative's Name (type or print)
Address	Representative's Signature (must be signed in ink)
City, State, and Zip Code	E-Mail Address
Date	Telephone Number and Extension
Terms (If payment terms are not indicated, net 30 days.)	Fax Number

Signing the Acknowledgement and Agreement affirms that the original Request for Proposal document has not been altered in any way

### **COST PROPOSAL FORM**

### (Submit in separate, sealed envelope.)

Pricing must be submitted on the form(s) below.

Item#	Description		Unit Price
1	Complete the services required within the scope of work. Please cost items out individually.		
FCC Fee repeater	for conversion to digital and adding one (VHF) pair	1	
Kenwoo	NXR-710K VHF 25-30 watt repeater	1	
	d KSGA211R 110W continuous duty RF Amplifier ower supply	1	
42" equi	pment rack	1	
Open rad	k shelves	2	
	ve listed supplies will need to be installed at the EMA climb existing tower-raise antenna 50' and provide thors.		
NX740H	/K duplexor as per FCC frequencies obtained	1	
NX740H	/F VHF digital mobiles (For all buses)	99	
Labor to buses	remove existing radios and install new radios on	99	
MUL-06/	A1211AC-VHF antennas kits	99	
	VHF Control stations with KPS-15 power supply, g case (2 w/KMC-9c base mics 11 w/palm mic)	13	
	on of control stations with VHF antenna, coaxial d connections at various locations	13	
	Kenwood NX200K2-SLKVP VHF digital 5 watt portable with KRA-22m VHF stubby antenna		
KBH-12 belt clip, KNB-55L lithium 1480mAh battery, KSC-			
25LSK sir	ngle unit charger-programmed and assembled		
2	Fee Structure for additional items as indicated in Section 4.0		
3	Hourly Rate for additional services as indicated in Section 5.0		

Please indicate required lead time upon receipt of order:			
Supplier Name:			

#### **"NO RESPONSE" REPLY FORM**

It is JCSS's desire to include all bona fide suppliers; however, we do not want to send notifications to those suppliers who may no longer be interested in participating in the JCSS solicitation process.

If you do not choose to respond to this RFP, please fill in the form below indicating whether or not you want to be retained on our current suppliers' list. In an effort to reduce waste and minimize postage expense, please do not return the entire solicitation package to JCSS.

Suppliers who do not respond in any way (by either submitting a proposal or by returning the form below) over a period of one year may be removed from the suppliers list.

Thank you for your cooperation.		

#### "NO RESPONSE" REPLY FORM: 2017 DIGITAL VHF RADIO SYSTEM

If you do not wish to respond to this RFP, please complete this form and mail/fax it to: Jones County School System, Attention: Carol Miller, 125 Stewart Avenue, Gray, GA 31032. Fax # 478-986-3056.

I do not wish to submit a response to this RFP.	
I wish to be retained on the JCSS's Supplier List	for these goods/services: Yes No
Company	Representative
You are encouraged to list reasons for your dec	cision not to propose:

#### **JCSS SUPPLIER REGISTRATION FORM**

Suppliers new to the JCSS solicitation process are asked to complete this form. JCSS will use the information provided on this form to enter your company's information into the JCSS Financial System in the event of an award. Returning/existing suppliers are asked to update company information as needed. Completion of this form in no way implies a guarantee of purchase or notification of any kind by JCSS.

Business Address (Please note that Purchase Orders will be sent via fax to the number indicated below.)

Contact Name:				
Business Name:				
Address:				
City, State, & Zip Code:				
Phone:	Fax:	Email:		
Payment Address (if different from above)				
Business Name:				
Address:				
City, State, & Zip Code:				
Phone:				
Other Supplier Information				
Business Type: Please check as many as ap	ply:			
Dealer	In-state	Disability owned		
Factory Rep	Retailer	Veteran Owned		
Incorporated	Manufacturer	Small Business		
Individual	Minority Owned	Women Owned		

## Request for Proposal 2017 DIGITAL VHF RADIO SYSTEM JONES COUNTY SCHOOL SYSTEM GRAY, GEORGIA

### **JCSS SUPPLIER REGISTRATION FORM**

Supplier's Taxpayer Identification Number (TIN) - This section is substitute IRS W-9 form

The Supplier's signature certifies that, under penalties of perjury:	
1. The Supplier's TIN provided below is correct, and	
2. The Supplier is not subject to backup withholding because:	
(a) I am exempt from withholding, or	
(b) I have not been notified by the IRS of failure to report intere	est and dividend income, or
(c) the IRS has notified me I am no longer subject to withholdi	ng, and
3. The Supplier is a U.S. person to include: (a) a U.S. citizen or U.S	resident alien, (b) a partnership, corporation, company, or association
organized in the U.S. or under the laws of the U.S., (c) an estate	e, or (d) a domestic trust.
For Internal Revenue Service Form 1099 reporting purposes, comp	olete below the appropriate reporting information – either 1 or 2.
(Supplier receiving in excess of \$600 per calendar year will receive	e Form 1099)
	EMPLOYER IDENTIFICATION NUMBER
	COMPANY NAME ON FILE WITH IRS
	ADDRESS
	CITY/STATE/ZIP CODE
OR	
	SOCIAL SECURITY CARD NUMBER
	NAME AS IT APPEARS ON SOCIAL SECURITY CARD
	ADDRESS
	CITY/STATE/ZIP CODE
(Representative's Signature)	(Date)
Please type or print representative's name	

### RFP # 2017 DIGITAL VHF RADIO SYSTEM.

We encourage you to save paper. It is not necessary to return this entire document with your response. Please return only the relevant pages on which your company has included a response.

This checklist is intended to aid in preparation and submission of supplier's response. It may not be all-inclusive. Responsibility rests upon the supplier to ensure all information requested within this document is provided.

Submitted required number of copies plus an original of the Cost Proposal Form & Required Information
Submitted Supplier Questionnaire
Submitted Supplier Reference Sheet
Submitted Applicable Georgia Security and Immigration Compliance Act OCGA 13-10-90 documents signed by an authorized company representative
Submitted Acknowledgement and Agreement – signed by an authorized company representative
If applicable, submitted Supplier Registration Form
Submitted Applicable Lobbying Activities Certification Form