

Jones County School System

Request for Quotes (“eRFQ”)

Event Name: Bleachers with Overhead Cover for JROTC Raider Challenge Obstacle

RFQ (Event) Number: 23-29

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (“eRFQ”) is being issued to establish a contract with one or more qualified suppliers who will furnish and supply all materials, supplies, tools, labor, supervision and expertise to properly and professionally install bleachers County School System (hereinafter, “JCSS”) as further described in this eRFQ.

Purchase specifications and scope

Jones County School System wishes to contract with a qualified contractor to furnish and supply all materials, supplies, tools, labor, supervision and expertise to properly and professionally to install bleachers with overhead cover for JROTC Raider Challenge Obstacle Course located at Jones County High School. Please see Specifications Page for detailed scope.

1.2. Electronic Records and Signatures

This eRFQ is being sourced through an electronic sourcing tool approved by the JCSS Purchasing and all suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFQ. Electronic competitive proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive bids meet the bidding requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.3. Overview of the eRFQ Process

The objective of the eRFQ is to select one or more qualified suppliers (as defined by Section 1.1 “Purpose of the Procurement”) to provide the goods and/or services outlined in this eRFQ to JCSS. This eRFQ process will be conducted to gather and evaluate responses from supplier for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers’ responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that JCSS may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s)”. Please refer to Section 1.1 “Purpose of the Procurement” and Section 6.6 “Selection and Award” for information concerning the number of contract awards expected.

1.4. Schedule of Events

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

Description	Date	Time
Release of eRFQ	November 28, 2022	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	December 2, 2022	12:00 noon ET
Bidders/Offerors' Conference	December 5, 2022	11:00 a.m. ET
Responses to Written Questions	December 7, 2022	3:00 p.m. ET
Bids Due/Close Date and Time	December 12, 2022	12:00 noon
Bid Evaluation Completed (on or about)	December 16, 2022	N/A
Finalize Contract Terms	Week of January 2, 2023	N/A
Notice of Intent to Award* [NOIA] (on or about)	January 6, 2023	N/A
Notice of Award [NOA] (on or about)	January 17, 2023	N/A

1.5. Official Issuing Officer (Buyer)

Raymond Braziel

raymond.braziel@jones.k12.ga.us

1.6. Definition of Terms

Please review the following terms:

Supplier(s) – companies desiring to do business with the Jones County School System.

1.7. Contract Term

1.6.1 The Acknowledgement and Agreement form must be completed and returned with the quote.

1.6.2 Supplier must be in full compliance with all applicable Federal and State security and immigration laws including without limitation the Georgia Security and Immigration Compliance Act. Supplier is required to affirm Supplier's compliance by completing and returning the Georgia Security and Immigration Compliance Documents with the proposal.

1.6.3 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 this eRFQ, including any attachments and appendices are incorporated into the contract between JCSS and the Supplier and contain the entire agreement between the parties and superseded 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 the language of this eRFQ, the language of the eRFQ shall govern and control for all purposes, unless consented to and agreed to by JCSS in writing.**

1.6.4 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 JCSS with its initial eRFQ 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 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.

1.6.5 Choice of Law and Venue The laws of the State of Georgia shall govern this contract in all respects. Under no circumstance shall any term or provision of this contract be governed by the Uniform Computer Information Transactions Act (UCITA), as the 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.

1.6.6 In compliance with O.C.G.A §20-2-506, this Contract continues from the Effective Date until 12:00 midnight (EST) on December 31, 2022, at which time the Contract shall terminate absolutely and without further obligation or penalty on the part of the District. Unless the District resolves by majority vote on or before December 21st of any year to not renew this Contract for the following year, Contract shall automatically renew itself at 12:01 am on January 1, 2023, and at the same time each year thereafter, for one-year terms or to the date of expiration if less than one-year term, without further actions being required by either party in this Contract. If the System resolves or the Superintendent determines, not to renew this Contract, the District of Superintendent must notify Supplier in writing of the termination. Upon the termination, Supplier must perform all services and deliveries all schools s required to be provided through December 31st, and the District must pay Supplier all fees due for accepted services and accepted goods through December 31st of that year. The terminated contract must not impose any further obligation or penalty on the part of the System. The Contract can only automatically renew for 3 cycles (years).

2. Contract Negotiations

JCSS reserves the right to negotiate additions to the contract as they see fit. These negotiations may include special projects outside the scope of the contract. These special projects will be negotiated with the Supplier on a fee schedule outside the contracted amount of this Contract.

JCSS reserves the right to negotiate addition properties to be included under the contract terms and specifications as deemed in the best interest of the school system. Fees for these additions will be negotiated with JCSS and the contractor. This negotiation will not extend the life of the contract beyond the original contract period.

3. Instructions to Suppliers

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

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

3.1. General Information and Instructions

3.1.1. Vendor Registry Systems

JCSS utilizes two web based registrations system for all quotes, bids and proposals. all companies and/or individuals interested in conducting business with JCSS can register in the State's web-based registration system, through Team Georgia Marketplace™ or Vendor Registry.

Team Georgia Market Place- Registration is free and enables the supplier to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the company's use of Team Georgia Marketplace™. In

the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at [Team Georgia Marketplace Supplier Portal](#).

Vendor Registry-Registration is free and enables the supplier to gain access to several local governments and local school systems. All registering companies must agree to the terms and conditions established by Vendor Registry. There are optional and premium services should you choose the purchase them. You can register at <https://vrapp.vendorregistry.com/Vendor/Register/Index/jones-county-school-system-ga-vendor-registration>.

3.1.2. Restrictions on Communicating with Staff

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

3.1.3. Submitting Questions

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

Company Name

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

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

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

3.1.4. JCSS's Right to Request Additional Information - Supplier Responsibility

Prior to an award, JCSS must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of JCSS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, JCSS is unable to assure itself of the supplier's ability to perform, if awarded, JCSS has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

3.1.5. Failing to Comply with Submission Instructions

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

3.1.6. Rejection of Responses; JCSS's Right to Waive Immaterial Deviation

JCSS reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of JCSS. It is also within the right of JCSS to reject responses **that do not contain all elements and information requested in this eRFQ**. A response will be rejected if the response

contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFQ requirements, which determination will be made by JCSS on a case-by-case basis.

3.1.7. JCSS's Right to Amend and/or Cancel the eRFQ

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

3.1.8. Protest Process

All protests must be submitted in writing to Issuing Officer within five (5) working days of the award date of the solicitation. All protests disputing irregularities in the solicitation process or any violations of federal or state law with respect to the solicitation process must be submitted in writing to the Issuing Officer within five (5) working days of when supplier knew or should have known of the irregularities or the award date of the solicitation, whichever occurs first. Any protests disputing a sole source or emergency purchase must be submitted in writing to the Issuing Officer within five (5) working days of the award date, Board approval date or purchase order issue date, whichever occurs first. Any protest received after the time periods set forth above will not be considered. **JCSS will only consider protest from Suppliers who submitted a timely bid/proposal for the applicable contract or those who were prevented from doing do due to an alleged irregularity.**

3.1.9. Costs for Preparing Responses

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

3.1.10. ADA Guidelines

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

3.1.11. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to JCSS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the system such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the system's posting of the Notice of Intent to Award (or the Notice of Award in the event the system does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted in

the proposal, offer, or proposal shall not be subject to public disclosure. JCSS is allowed to assess a reasonable charge to defray the cost of reproducing documents. A JCSS employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., JCSS will make its own determination regarding what information may or may not be withheld from disclosure. Request for records under this Act will be sent to Laura Rackley at laurarackley@jones.k12.ga.us.

3.1.12. Registered Lobbyists

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

3.1.13. 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 Acquisitions 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 exceed \$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.

3.1.14. Non-Collusion

The supplier, by affixing its signature to this solicitation, certifies that this proposal is made 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.

3.2 Submittal Instructions

The electronic submissions must be submitted through Vendor Registry. Do Not email submissions.

4. General Business Requirements

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

4.1. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and JCSS (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish JCSS an insurance certificate listing JCSS 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 State Entity.

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

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

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

- 2) Commercial General Liability Policy with the following minimum coverage:

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

- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to JCSS. Certificates of Insurance showing such coverage to be in force shall be filed with JCSS prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, 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 JCSS with 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.

4.2. Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by JCSS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and JCSS; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and

3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

5. eRFQ Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. JCSS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. JCSS will not tailor these needs to fit a particular solution a supplier may have available; rather, the suppliers shall propose to meet the JCSS's needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/ worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the email provided.

5.1. Introduction

Jones County School System wishes to contract with a qualified contractor to furnish and supply all materials, supplies, tools, labor, supervision and expertise to properly and professionally to install bleachers with overhead cover for JRTOC Raider Challenge Obstacle Course located at Jones County High School. Please see Specifications Page for detailed scope.

All of the items described in this section are **service levels** and/or terms and conditions that JCSS expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by JCSS to meet its needs in all respects. Each supplier's response must indicate the brand name and model or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

6. Cost/Pricing

Each supplier is required to submit pricing utilizing the quote sheet that is included in the eRFQ.

6.1 General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern.

4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the supplier's pricing as quoted by the supplier in one or more single line entries in other portion, the former shall govern; and
5. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFQ or contract; and
6. Any cash discount offered to JCSS must be clearly identified in the supplier's response. In the event JCSS is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
7. Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
8. Unless expressly permitted by the eRFQ, responses containing provisions for late, or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response to JCSS; and
9. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
10. Unless permitted by the eRFQ, responses requiring payment from JCSS in less than thirty (30) days will be considered non-responsive; and
11. JCSS is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.
12. Quantities/amounts shown in the eRFQ are estimates. Suppliers are advised that the actual number purchased/required may vary from those in the eRFQ, depending upon the needs of JCSS and the availability of funds.

6.2 Cost Structure and Additional Instructions

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

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

7. Evaluation and Award

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

7.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline
2. Response is complete and contains all required documents

7.2. Evaluating Cost

JCSS may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

7.3. Public Award Announcement

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

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

8. Contract Terms and Conditions

The contract that JCSS expects to award as a result of this eRFQ will be based upon the eRFQ, the successful supplier’s final response as accepted by JCSS and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The “successful supplier’s final response as accepted by JCSS shall mean: the response submitted by the awarded supplier, written clarifications, and any other terms deemed necessary by JCSS, except that no objection or amendment by a supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the contract unless JCSS has explicitly accepted the supplier’s objection or amendment in writing.

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

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. **If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision.** Any exceptions to the contract must be uploaded and submitted as an attachment to the supplier’s response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ.

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

JCSS reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFQ may be deemed non-responsive by JCSS, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by JCSS, in

its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

9. 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 product/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 conformance with the required specifications or not to perform as claimed by the supplier.

10. Rights and Remedies

10.1 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 because 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 the 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 cover or choose not to cover the goods purchased under this solicitation, then the supplier acknowledges and agreed that JCSS can recover the difference between the market price of the goods at the time JCSS learned of the breach 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-conforming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to the 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.

10.2 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, conflict with or are in addition to JCSS's 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:

10.2.1 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 the eRFQ and as set forth in the supplier's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by JCSS.

10.2.2 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 hereof, 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.

- 10.2.3 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 use.
- 10.2.4 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 quality involved, including JCSS's notification of the remedy for non-conforming or defective good(s).

11. Termination

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 obligation 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 provided 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.

12. Suppliers Employees on JCSS Property

- 12.1 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 measures to prevent unauthorized access to 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 in a professional manner and should not give the appearance of fraternizing with the students and teachers.
- 12.2 JCSS is a Drug Free Workplace- By submission of a response to the eRFQ, 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.
- 12.3 JCSS is a Smoke Free Workplace- By submission of a response to the eRFQ, supplier certifies that employees, agents, and subcontractors will not use tobacco products including e-cigarettes on school property at any time during the performance of the contract.
- 12.4 JCSS reserves the right to request the removal of any supplier employee, agents, or subcontractors from JCSS property.

13. List of Attachments

The following documents make up this e RFQ. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. JCSS e RFQ (this document)
- B. Specifications Sheet
- C. Department of Audits Immigration and Security Form
- D. Certification Page
- E. Supplier may use the cost page attached or the supplier may use their own as long as all materials, services, etc are itemized on the cost document.**

SPECIFICATIONS ERFQ# 23-29

SCOPE OF SERVICES FOR INSTALLION OF BLEACHERS WITH OVERHEAD COVER:

Bleachers with Metal Overhead Cover – Be an all-inclusive builder to engineer, fabricate, deliver, and install bleachers with metal overhead cover per the scope outlined below, located at 339 Railroad St, Gray, GA, 31032, consisting of multiple elements, as listed below.

The builder provides consulting to Jones County Raider Team (Senior Army Instructor (SAI), Jones County Facilities Director, and the Career, Technical and Agricultural Education (CTAE) Director) before construction of any bleacher with overhead cover. Consulting consists of but is not limited to; being available to walk the grounds and discuss friction points in placement or construction of bleachers and provide expert solutions. The builder must be able to communicate potential problems before and during construction.

All-inclusive means the builder provides or contracts out all requested services by JCHS JROTC, but the builder is the contractor that Jones County Raider Team works through. The builder is responsible for adhering to all Georgia building codes and laws.

Bleachers – build bleachers with a 130-person seat capacity. 8-row x 28' long bleacher, aluminum angle understructure, non-elevated; semi-closed deck with 8" rise and 24" run, double footboard at all rows, single riser board at rows 4-7, double at row 8, one 4' wide aisle with handrails, galvanized chain link fencing along the back and at sides (rows 4-8).

Metal Overhead Cover - build a metal roof canopy that covers the bleachers

Certifications:

Collusion:

“ I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. (O.C.G. A 50-5-67). I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect.”

Authorized Signature

Date

Print Name

Terms and Conditions

I certify that I have read the Terms and Conditions outlined in this eRFQ.

Authorized Signature

Date

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Jones County School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Jones County Schools

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:
