



Jones County School System

Electronic Request for Quote (“eRFQ”)

Event Name: **Construction Equipment & Tools for JCHS**

eRFP (Event) Number: **23-04**

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 provide **Construction Equipment & Tools for Jones County High School** to the Jones County School System (hereinafter, “JCSS”) as further described in this eRFQ.

Jones County School System is requesting quotes for Construction Equipment & Tools. Specifications will be listed on the Specifications Document.

To be delivered to Jones County High School, 339 Railroad St, Gray, GA 31032. Lift Gate service is required. Delivery inside the building.

PRE-QUALIFICATION NOTICE:

There will be no pre-qualification meeting.

1.2. eRFP Certification

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 sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bids meet the sealed 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 a qualified supplier to provide the goods and/or services outlined in this eRFP to JCSS. This eRFQ process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers’ responses received prior to the closing date of this eRFQ and following negotiations (if any) 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 will make a single award; however, please refer to Section 6.7 “Selection and Award” of this eRFP for information concerning JCSS’s actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events

The schedule of events set out herein represents JCSS’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will

be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, JCSS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFQ	August 8, 2022	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	August 11, 2022	5:00 p.m. ET
Bidders/Offerors' Conference Location: -NONE_	N/A	
Responses to Written Questions	August 12, 2022	5:00 p.m. ET
Proposals Due/Close Date and Time	August 22, 2022	1:00 p.m. ET
Proposal Evaluation Completed (on or about)	Week of August 22, 2022	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	Week of August 29, 2022	N/A
Notice of Intent to Award* [NOIA] (on or about)	September 1, 2022	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

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

1.5. Official Issuing Officer (Buyer)

Raymond Braziel

raymond.braziel@jones.k12.ga.us

1.6. Definition of Terms

Please review the following terms:

Supplier(s)/Vendor(s) – companies desiring to do business with JCSS.

1.7. Contract Term

Contract Terms will be defined within the Standard Terms and Conditions document.

2. 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.

2.1. General Information and Instructions

2.1.1. Vendor Registry System

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 System's web-based registration system, through Vendor Registry.

Vendor Registry-Registration is free and enables the supplier to gain access to several local governments and local 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>. **The electronic submissions must be submitted through Vendor Registry.**

2.1.2. 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.

2.1.3. 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 the JCSS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this 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.

2.1.4. Attending Bidders/Offerors' Conference

There will be no bidders/Offerors' meeting.

2.1.5. JCSSs Right to Request Additional Information – Supplier's 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.

2.1.6. Failing to Comply with Submission Instructions

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

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

JCSS reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of 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 supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFQ requirements, which determination will be made by JCSS on a case-by-case basis.

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

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.

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.

2.1.9. Protest Process

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

A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the supplier, and is received by JCSS within the filing period. The protest may be sent by any means outlined below:

Mail: Att: Raymond Braziel
Jones County School System
125 Stewart Ave,
Gray, GA 31032

Email: raymond.braziel@jones.k12.ga.us

Protest Filing Deadlines		
Type of Protest	Dollar Threshold	Protest Filing Deadline
Challenge to Competitive Solicitation Process	\$10,000 to \$249,999.99	One business day prior to the closing date and time of the solicitation as identified on the GPR
	\$250,000.00 or greater	Two business days prior to the closing date and time of the solicitation as published on the GPR.
Challenge to Sole Source Notice	N/A	Prior to closing date and time of the Sole Source Notice as published on the GPR
Challenge to Consortium/Cooperative Purchase Notice	N/A	Prior to closing date and time of the Notice of Intent to purchase from the Consortia/Cooperative as published on the GPR

Challenge to the Results of RFQC	N/A	The protest notice must be filed within ten calendar days of the date the RFQC list of Qualified Contractors is posted.
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2.1.10. 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.

2.1.11. ADA Guidelines

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

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to JCSS' 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 counteroffers, and certain records revealing preparation for the procurement. In accordance with the Jones County School System Purchasing Manual, records that contain cost estimates and/or pending, rejected, or deferred bids or proposals are not released until the final award of the contract is made or the project becomes terminated or abandoned. If a solicitation has been completed and records are requested which are not already published on the Procurement website, the requestor should be directed to Laura Rackley. The Open Records Act requires bids and proposals to be available for public inspection, upon request, within three-business days of the systems award including but not limited to Notice of Intent to Award or Notice of Award. The System is allowed to assess a reasonable charge to defray the cost of reproducing documents. A system employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the System will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.13. 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.

2.2. Submittal Instructions

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

3. General Business Requirements

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

3.1. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and Jones County School System (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish the System an insurance certificate listing Jones County Schools 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 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 JCSS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Bonds and/or Letter of Credit

Bid Bond

Bid Bond is not required.

Performance Bond/Letter of Credit

Performance Bond/Letter of Credit is not required.

Payment Bond

Payment Bond is not required.

3.4 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 **ninety days (90) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. Public Opening

Quotes will be pulled from the Vendor Registry website according to the Due date listed on Section 1.4.

There will be no public opening of this solicitation.

5. 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 final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by JCSS, except that no objection or amendment by the supplier to the eRFP 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 eRFP 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 proposal, 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. 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.