



REQUEST FOR QUOTE (RFQ) 19-011

Track and Field Jump Pits

11/6/18

To all Proposers:

The Hall County School District (hereinafter alternately "HCSD") Purchasing Department would like for you to supply us with Track and Field Jump Pits. Pricing shall remain firm for one year after award. The Hall County School District is a tax exempt organization.

The CLOSING for RFQ 19-011 is November 20th, 2019 at 4:00pm (Eastern Standard Time)

Responses to this RFQ must be in a sealed envelope and must be marked with your company name, and RFQ number. Proposals received late will not be considered. Please allow ample time for postal delivery. If hand delivering to the stated address, proposals should be delivered to the receptionist. Please ensure that the addressing instructions are clearly identified.

For mailing purposes, please address to:

Hall County School District
Attn: Eric Radich, Purchasing
711 Green Street
Gainesville, Ga 30501

Please check with the Hall County website for additional updates or addendums pertaining to this solicitation. Feel free to contact Eric Radich at Eric.Radich@hallco.org if you have any questions pertaining to this solicitation.

To view/download all HCSD purchasing solicitations, visit our website at www.hallco.org, select the "Find" button, select the "Active RFP's/Bids" button. To request a packet for this solicitation to be sent to you, please contact Eric Radich at Eric.Radich@hallco.org.

Respectfully,

Eric Radich, Ed.S.

Hall County Schools



General Terms and Conditions

1.0 PREPARATION OF THE PROPOSAL

- 1.1 Proposals must be on the forms furnished with this Request for Quote (RFQ). They must be submitted in a sealed envelope marked with your company name and "RFQ 19-011, Track and Field Jump Pits" clearly marked on the outside of the envelope to the address listed on the RFQ Invitation. Closing date for this RFQ is November 20th, 2019 at 4:00pm (EST).
- 1.2 Vendor is instructed to carefully read all terms, conditions, and specifications as set forth in the RFQ. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on any proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFQ or the proposal will be rejected by the HCSD. Each vendor is required to furnish all information requested in the RFQ.
- 1.3 Each vendor is responsible for having knowledge and understanding of all applicable State of Georgia Code and HCSD policies or procedures pertaining to HCSD procurement.
- 1.4 HCSD purchasing procedures are hereby acknowledged, understood, and agreed to by both parties and are hereby fully incorporated in this RFQ and Proposal Contract.
- 1.5 Conditional RFQ's - Proposals that in any way qualify or vary the terms and conditions and specifications of this RFQ may be considered non-responsive and disqualified from consideration of award.

2.0 COMMUNICATION WITH HCSD STAFF

- 2.1 All communication concerning this RFQ must be submitted in writing to the HCSD Purchasing Department. The preferred method for communication with HCSD staff is email. Contact for this RFQ is Eric Radich. He may be reached at Eric.Radich@hallco.org. Only written vendor questions regarding this RFQ submitted via email. No response other than written, distributed by the HCSD Purchasing Department will be binding up the HCSD. End user departments may be called upon for clarification in the area of expertise at the discretion of the Purchasing Department. **Vendor questions must be received by 4:00pm, November 15th, 2019.** All vendor questions will be answered and posted on the HCSD website for all vendors to see.
- 2.2 From the issue date of this RFQ until the completion of the selection process and the award notification is announced, vendors are prohibited to communicate with school system employees and/or contracted agents related to this RFQ for any reason except as authorized by the Purchasing Department. Violation of this provision may result in the rejection of the vendor's response.
- 2.3 It is the vendor's responsibility to check the HCSD website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

3.0 SUBMISSION OF PROPOSALS

- 3.1 **The original, plus Two Copies of the RFQ response and a digital copy (USB drive) of Bid Form must be received by the Hall County School District, Attention: Eric Radich, Purchasing Department, 711 Green Street, Gainesville, Georgia 30501 no later than the date and time (as determined by receipt via hand, postal or delivery service) set forth in the RFQ.**
- 3.2 Any proposal received after the designated time will be deemed late and will not be considered as a valid proposal by the HCSD. Telephone or Fax quotations in lieu of the RFQ Form will not be accepted. The HCSD cannot and will not be responsible for tardiness of receipt due to delivery delays.
- 3.3 Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign the RFQ and all obligations by such signature must be fulfilled.
- 3.4 Vendor agrees to waive any claims it has or may have against the HCSD, its Board employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any proposal or qualifications; (2) waiver of any representations under the proposal or documents; (3) approval or rejection of any proposal or qualifications; and (4) award of a contract.

4.0 SPECIFICATIONS

- 4.1 Any deviation from the specifications must be clearly identified in a letter accompanying the RFQ. The furnishing of catalogs or printed descriptions will not relieve the vendor of this requirement. The HCSD shall determine in its sole discretion whether substitutions or modification of the requested specifications are comparable to those contained within the RFQ. If the HCSD determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.
- 4.2 A vendor's failure to deliver any items/services according to the specification set forth in their RFQ may result in cancellation of the purchase and permanent removal from the authorized vendor list. If any items do not meet these specifications, the items will be picked up at the vendor's expense and removed from HCSD's property at the sole cost of the vendor.
- 4.3 For Goods: Unless specified otherwise, manufactures listed, in the RFQ is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The HCSD will be the sole determiner as to whether the substituted item is approved as an alternative.
- 4.4 If an awarded brand/model is discontinued during the award period, the awarded vendor, may offer a replacement item. The replacement brand/model must meet or exceed the minimum specifications as listed in the RFQ document as well as current industry standards. Replacement units must be made available to the HCSD for review and approval prior to the end of life of the awarded model. The HCSD reserves the right to accept or reject the replacement item.
- 4.5 All products and materials furnished must comply with all applicable federal, state, and local laws, codes, and regulations.

5.0 PRICES QUOTED

- 5.1 Unless specifically stated otherwise in the Special Terms and Conditions, prices must remain firm for a period of one year from the award date.
- 5.2 Vendors are advised that the actual number purchased/required may vary depending upon the needs of the HCSD and the availability of funds.
- 5.3 Proposals that contain minimum order amounts will not be accepted unless called for in Special Terms and Conditions.

- 5.4 Pricing must be submitted on the Proposal Form as requested without condition unless called for in the Special Terms and Conditions.
- 5.5 For Goods: Bids must include all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

6.0 SAMPLES

- 6.1 When required, samples must be furnished at the vendor's expense.
- 6.2 Samples are to be tagged or labeled as directed in the Special Terms and Conditions.
- 6.3 Samples not used or destroyed in testing will be returned to the vendor at the vendor's request and at the vendor's expense. If the vendor does not arrange for pick-up of the samples as defined in the Special Terms and Conditions, samples will become property of the HCSD.

7.0 AWARDS

- 7.1 The HCSD reserves the right to accept or reject any part of a submitted proposal (in whole or in part), to accept the entire proposal from one vendor, to accept portions of the proposal from several vendors, or to reject any and/or all proposals submitted or waive any minor irregularity.
- 7.2 The HCSD reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof.
- 7.3 Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, conditions set forth in the Request for Quote, and who is clearly capable of delivering the product or services specified. The lowest responsible bidder will not, therefore, always be the bidder who has submitted the lowest monetary bid. Award of bids will be made in the best interest of HCSD.
- 7.4 Purchases by the HCSD are not subject to Federal Excise Tax or State and Local Tax. No taxes should be included in this RFQ.

8.0 CONTRACT

- 8.1 THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND RETURNED WITH THIS PROPOSAL IN ITS ENTIRETY.
- 8.2 It is understood and expressly agreed that, upon proper acceptance of any or all items by the Purchasing Department of the HCSD and approval by the Hall County Board of Education, a contract shall hereby be created.
- 8.3 Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from the bidders list.
- 8.4 Unless otherwise stated in the Special Terms and Conditions, the HCSD requires that all prices quoted will be firm for 12 months from award date of the contract.
- 8.5 By the signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products or services as proposed. In addition, vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special Terms and Conditions.
- 8.6 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 person as duly authorized to enter into this contract on behalf of such part.
- 8.7 Choice of Law and Venue -The Laws of the State of Georgia shall govern this contract in all respects. 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 Hall County, Georgia.
- 8.8 Entirety of Contract -All documents submitted in response to the RFQ, including any

attachments and appendices are incorporated into the contract between the HCSD and the Vendor 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. If any language of the RFQ response by the vendor conflicts with the language of the RFQ, the language of the RFQ shall govern and control for all purpose, unless consented and agreed to by the HCSD in writing.

- 8.9 The HCSD reserves the right to review and accept or deny requests from price changes due to extenuating circumstances in the economy, market place, or acts of Mother Nature. This option will only be exercised if it is deemed in the best interest of the HCSD.

9.0 SHIPPING

- 9.1 All prices are to include delivery to the location(s) specified in the Proposal of the Purchase Order. All delivery for goods must be Free on Board (FOB destination), unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the HCSD.
- 9.2 In the event of damage, shortage, or other loss resulting from shipment to any HCSD facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between the vendor and the carrier.
- 9.3 The HCSD reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove from the vendor list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by the HCSD.

10.0 INVOICING

- 10.1 Payment will be made by the HCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the HCSD authorized representative.
- 10.2 All accounts are paid on a current basis. Best effort will be made by the HCSD to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of HCSD signature) at the destination or from the date a correct invoice is received, if later than the date of delivery.
- 10.3 Invoicing Procedure - Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or machine. Invoices will be paid within 30 days of receipt of the invoice and within 30 days of notification receipt of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and the HCSD purchase order number.

11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT

- 11.1 Except as may be specifically permitted by the RFQ, the Vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Vendor personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of the HCSD, which consent may be withheld at its sole discretion.

12. INDEMNIFICATION

- 12.1 The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence or omission of the successful Vendor, its agents, or any other person the

successful Vendor has designated to visit HCSD property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. The Vendor's obligation under this section shall not extend to any liability caused by the sole willful negligence of the HCSD, or its employees.

13.0 TERMINATION

- 13.1 Termination - If the HCSD or the successful vendor(s) wish to cancel this contract, written notice of thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. The HCSD reserves the right to terminate without warning in the event of critical and/or material breach of contract.

14.0 ADDENDUM

- 14.1 Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. The Vendor is responsible for frequently checking the district's website during the solicitation period for any potential addendums.

15.0 SPECIAL TERMS AND CONDITIONS

- 15.1 Should the General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will be adhered to.



SPECIAL TERMS AND CONDITIONS

PURPOSE

- 1.0** This purpose of this bid is to supply the Hall County School District with Track and Field Jump Pits as per the terms and conditions of the bid document.

2.0 CONTRACT SPECIFICATIONS

- 2.1 Products/Specifications-** HCSD will be the final determinant of products selected by considering quality, cost, functionality, and best value. Substitutions will not be accepted.
- 2.2 Freight and Delivery-**HCSD shipping terms are FOB destination.
- 2.2.1** Delivery must include inside delivery to each school location within school.
 - 2.2.2** It is the intent of the HCSD to order as needed per awarded vendor. All pricing should be calculated including this scenario during the twelve month contract period. The HCSD will not accept any surcharges or price modifications during this period. Failure to provide pricing consistent with this requirement may result in disqualification of award consideration.
 - 2.2.3** Pricing shall include all delivery and freight charges compliant with these terms and conditions to each individual HCSD High School location.
 - 2.2.4** All deliveries must be coordinated, in advance, with HCSD Purchasing Department.
- 2.3** Pricing shall include a manufacturer's warranty. Vendor shall provide warranty information with bid.
- 2.4** Pricing shall also include all necessary standard parts/pieces for proper operation of equipment.
- 2.5** All pricing must be submitted on the Bid Form provided in this document, including freight. Pricing submitted on vendor forms will not be considered nor will they be binding to this contract.
- 2.6** Pricing shall remain firm for twelve months after date of award.
- 2.7** Vendors are notified that the school system may award on individual items, combination of items, or all to one vendor, whichever is in the best interest to the HCSD.
- 2.8** All quantities of equipment are based on the HCSD current needs. HCSD may elect to purchase additional equipment within the contract period if desired. The awarded vendor(s) must honor contract pricing for duration of contract period.
- 2.9** Lead Time- Vendors must disclose lead time for all equipment quoted. HCSD reserves the right to use lead-time as an award consideration if deemed necessary to be prepared for school activities, and at its sole discretion.

3.0 BID FORM

Bidders are required to utilize the RFQ 19-011 Bid Form spreadsheet to identify their company name and bid pricing for each item. Utilize the Bid Form as a means to submit required pricing. Ensure that the Bid Form is enclosed in your sealed envelope when submitting your bid for consideration.



THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.

RFQ 19-011 - CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Track and Field Jump Pits** to the Hall County School District and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless a HCSD purchasing representative gives authorization. In the event vendors fail to comply, they may be removed from the vendors' list.

Company Name

Representative's Signature (Must be signed in ink)

Address

Representative's Name (Please type or print)

City, State, and Zip Code

E-Mail Address

Date

Telephone Number and Extension

Terms (If payment terms are not indicated, will be determined to be net 30 days).

Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

Signing the Contract Agreement affirms that the original RFQ document has not been altered in any way.

Upon notice of Award, this page will become the prevailing Contract Agreement between your organization and the HCSD.



RFQ 19-011 Vendor Questionnaire

VENDOR QUESTIONNAIRE

Questionnaire information will be utilized in the evaluation of this Bid. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration.

1. How long have you been in business? _____
2. Provide background information on your company, including delivery and warehousing capabilities, as well as any financial ratings available.

3. Have you done business with other school systems (circle one)?

Yes No

If **yes**, name system and volume of business:

4. Have you done business (at any level) with a Hall County School District school (circle one)?

Yes No

If **yes**, please provide name of schools:

Name of Company: _____

Address: _____

Signature of Vendor: _____



VENDOR REFERENCE SHEET

References will be utilized in the evaluation of this Bid. Vendor must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration. It is not the responsibility of HCSD to pursue and obtain incomplete and/or inaccurate reference information, to ensure that references respond to our reference request, or to consider references not listed on this form.

1. Company: _____

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

2. Company: _____

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

3. Company: _____

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address



RFQ 19-011 Track and Field Jump Pits
Checklist

The following items must be completed and submitted with your Bid in order for your response to be considered:

- ☐ Submitted Two copies plus an original of the Bid
- ☐ Submitted digital copy of bid form (USB drive)
- ☐ Contract Agreement - signed by an authorized company representative
- ☐ Specifications and Bid Form
- ☐ Vendor Questionnaire
- ☐ Vendor Reference Sheet
- ☐ Signed Copy of all Addendums
- ☐ Anything specified in the Special Terms and Conditions, etc:
 - Catalogs
 - Brochures
 - Warranty information

Vendor: _____ Vendor Rep Signature: _____

RFQ 19-011 Hall County Schools – Track and Field Jump Pits**BID Form**

Vendor Name: _____

#	Description	Manufacturer	Model #	QTY	Lead Time (# of Wks.)	Unit Cost
1	Essentials PV Landing System	Gill	VP300	5		
2	Essentials High Jump ValuePack	Gill	VP405	5		
3	S4 High Jump Pit	Gill	64217CXXYY	5		