

Request for Proposal (RFP)

Headsets for Georgia Standard ELA Testing

Troup County School System

1. Introduction

Troup County School System is seeking proposals for headsets to facilitate the new Georgia standard ELA testing. This document outlines the requirements, submission process, and terms and conditions for this RFP.

2. Requirements

The winning bidder must meet the following requirements:

- Provide quotes for both qty 3,500 and qty 10,000 headsets
- Headsets do not require a microphone
- USB-A style connection, compatible with Chromebook USB-A ports without adapters
- Certified for use on ChromeOS
- Include in-line volume controls
- Chew-resistant cables
- No wireless capabilities required

3. Submission Process

3.1 Deadline

Proposals are due by March 05 at 4:30 PM.

3.2 Submission Method

Proposals must be submitted via email only to lanierj@troup.org.

4. Terms and Conditions

8.1 PROPOSALS

- a) All proposals must be submitted by e-mail and in accordance with instructions provided by the District.
- b) Proposals received after the time stated in the notice to Bidders will not be considered. The Bidder assumes the risk of any delay in the email.
- c) General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- d) The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
- e) No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- f) In all specifications, the words "or equal" are INCORPORATED BY REFERENCE WITH each item description. The decision of the District as to whether an alternate or substitution is in fact "equal" shall be final.

8.2 LACK OF FUNDS CONTRACT LANGUAGE REQUIRED

In compliance with Article VIII, Section 3 of the State Constitution, the contract shall include appropriate language stating that the District is not obligated to make payments beyond the term of any particular appropriation of state or federal funds that may exist from time to time and that the contract may be terminated upon such without any penalty or future liability (a non-appropriation clause).

8.3 INDEMNIFICATION AND HOLD HARMLESS

The bidder shall indemnify and hold harmless the District and its Boards of Education, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, courts costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising

directly or indirectly from the negligence of the Bidder, its agents, servants, employees, persons or entities.

8.4 CONFLICT OF INTEREST

The Bidder hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

8.5 GOVERNING LAW

Contract shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Georgia with venue in Troup County.

8.6 COMPLIANCE WITH DISTRICT REGULATIONS

The Bidder shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District. The Bidder shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Bidder and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Bidder shall cause all persons performing work to comply with such modifications.

8.7 COSTS AND ATTORNEYS' FEES

Should legal action be necessary to enforce the terms of the contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

8.8 SANCTIONS FOR BREACH OF PERFORMANCE

In the event of the Bidder's failure to conform with any provisions in the contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the contract, in whole or in part, as the interests of the District dictate.

8.9 SEVERABILITY

In the event that any provision of the contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

8.10 CHANGES TO THE RFP

Any and all changes to these specifications are valid only if they are inserted into the RFP by a written addendum sent to all Bidders.

8.11 RIGHTS RESERVED

The Troup County Board of Education reserves the right to accept or reject any or all proposals (based on each item separately or as a whole), to waive informalities, to accept the proposal deemed best overall for the District, to reissue the Request For Proposal, or to take no further action.

5. Conclusion

We look forward to receiving your proposals for headsets that meet our specified requirements. If you have any questions regarding this RFP, please contact us at lanierj@troup.org.