

**THE TOLEDO PUBLIC SCHOOL DISTRICT**  
**REQUEST FOR QUOTES**  
**Athletic Field Paint**  
**2012/2013**

The issuing office of this Request for Quote is:

The Toledo Public School District  
Business Services Dept., Rm. 114  
420 East Manhattan Blvd.  
Toledo, Ohio 43608

This Request for Quotes ("RFQ") contains instructions for the purchase of athletic field paint for the upcoming football season.

Any questions concerning this RFQ should be directed in writing to [diane.mettler@tps.org](mailto:diane.mettler@tps.org). Please enter **RFQ 2012/13 Athletic Field Paint** in the Subject line. Please note that all questions and subsequent answers will be posted on the TPS Website @ [tps.org](http://tps.org). Follow the link to District Programs, then Business Division.

A Vendor submitting a quote in response to this RFQ understands that there are certain prerequisites and minimum conditions, and such Vendor acknowledges its acceptance of and agreement to these prerequisites and conditions by the act of submitting a quote.

Sealed quotes must be received in the Treasurer's Office – room 3, no later than 12:00 p.m. on **WEDNESDAY, JULY 11, 2012** unless the District extends this deadline. Quotes and one (1) copy sent to this office and should be marked for the attention of James Gant, Chief Business Manager.

### **QUOTES**

Written quotes for ATHLETIC FIELD PAINT should be submitted to the District in accordance to this RFQ. Any assumptions made by the Vendor shall be clearly expressed in their quote.

### **CRITERIA**

An award shall be made, if any, to the responsible Vendor whose quote is deemed, in the exclusive judgment of the District, to be most advantageous to the District, with benefits and other factors considered.

The District does not obligate itself to accept the lowest cost quote, the greatest benefit quote, or any other quote. The District reserves the right to reject any and all quotes and shall have no liability whatsoever to any company whose quote is not accepted.

The quotes shall be submitted based on criteria as specified below:

- White athletic field striping paint
- 1200 gallons in 5 gallon buckets for a total of 240 buckets

Vendor is required to include:

1. Cost, including delivery to TPS Maintenance and Operations Dept., 130 S. Hawley Street, Toledo, OH 43609.
2. Current e-mail address and phone number for contact person

## **COMPLIANCE WITH DISTRICT'S POLICIES**

Quotes submitted by Vendors, and any contract/Master Service Agreement entered between the District and the successful Vendor, must conform to and will be subject to the District's policies. The District's Master Service Agreement is posted on the TPS website @ [tps.org](http://tps.org). Follow the link to District Programs, then Business Division.

## **COMPLIANCE WITH STATE AND FEDERAL LAW**

The District will only do business with a Vendor that complies with all local, state and federal requirements regarding non-discriminatory hiring, fair employment practices and wage and hour standards. Moreover, the Vendor must comply with all local, state and federal laws, rules and regulations applicable to the subject matter of this contract, and any contract proposed by a Vendor must in all respects comply with such laws, rules and regulations.

Any contract entered between the District and the successful Vendor is subject to all local, state and federal laws, rules and regulations now in effect or hereinafter enacted, and if any of these at any time require the termination of the contract, the contract shall terminate and each party shall be left in the position it then occupies, retaining any benefit it has received prior to the time of such termination. The District shall not be required by any contract to engage in any conduct which is prohibited by, contrary to, inconsistent with or pursuant to, any federal or state law, rule, or regulation.

## **MODIFICATION**

The District reserves the right, in its sole discretion, to modify the procedure and required terms of any agreement until any such agreement is executed.

Acceptance of a quote shall not constitute an agreement between the Vendor and the District and shall not be binding on the District unless and until an agreement containing all terms and conditions has been reduced to writing and executed by both the Vendor and the District.

The District reserves the right to reject any or all quotes.

The District reserves the right, in its sole discretion, to ask any Vendor to clarify, modify, or supplement its quote, including through direct contact with the Vendor prior to and/or after the selection of the successful Vendor.