

### **Additional Requirements Procurement Compliance as Indicated:**

- **Compliance:**

Failure to meet the requirement of the specifications in any area not considered an informality will cause the bid to be non-responsive and the bid shall be rejected. The bid shall be offered and a contract shall be entered into in accordance with the term and conditions of the solicitation. BCSD reserves the right to waive any general or special condition if it is in the best interest of the District, so long as the waiver is not given to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

- **Bidder Responsibility:**

It shall be incumbent upon each bidder to understand the provisions of this bid document, and when necessary, obtain clarification prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provision set forth herein.

- **Clarification:**

IF a clarification is required, the request shall be made in writing via email, Elaine Wilson at [Elaine.Wilson@bcsdk12.net](mailto:Elaine.Wilson@bcsdk12.net). The clarification will be emailed back, or posted online. If an addendum has to be posted, all bidders must acknowledge they received the addendum within their bid package.

- **Bid Acceptance:**

The BCSD reserves the right to reject any or all bids, or any part of any bids, to waive any formality and unless otherwise specified by the bidder to accept any items on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that the district has 60 days to accept or reject.

- **Corrections:**

All prices and notations must be in ink or typewritten. Any correction shall be initialed in ink or typewritten by the person making the correction.

- **Conditional Bids:**

Bids that are conditional (I.E. "Prices subject to change", Prices F.O.B. Shipping Point, etc.) will not be considered. Bids, which in any way qualify or vary the terms of these instructions, conditions, and specifications, shall be considered non-respondent.

- **No Obligation/No Order(s) Guaranteed:**

The acquisition of any program, product or element for these requirements is subject to the approval and funding of the BCSD, and no obligation or commitment is incurred by the BCSD



from the receipt of any proposal documents, materials, or presentations. There is no guarantee of any vendor receiving an order because of a bid or request for quotation. Any/all costs incurred by the vendor in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the vendor. Expenses incurred by the vendor will not be reimbursed by the district or become a reason for placing an order with the vendor.

- **Funding Provision:**

No purchase will be made if the BCSD Board of Education does not approve funding.

- **Fiscal Year Funding Implication:**

The fiscal year for BCSD begins July 1 and ends June 30. The solicitation and any resulting contracts(s) may contain renewal and extension options.

- **Bid Pricing:**

Each item should be priced as indicated in the proposal via price worksheet, cost sheet, or Exhibits. Payment terms discounts will not be considered.

- **Delivery Terms:**

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed.

- **Patent Indemnity**

The contractor guarantees to hold the BCSD, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

- **Liability:**

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees, incurred by the district because of violations of the contract terms by any contractor.

- **Submission of Bids:**

Bids shall be submitted:

Proposals shall be accepted in the Office of Procurement Services of the BCSD Procurement Office, 4580 Cavalier Drive, Macon GA 31220

Proposals delivered prior to the proposal close date and time can be received during normal business hours (between 8:30 a.m. ET and 5:00 p.m. ET) only.

Deliveries attempted by any method (including mail, express courier, or in person) after the bid closing time indicated, on the date due CANNOT be accepted; therefore, we suggest that you submit proposals well in advance of the date and time due.

- **Fax Bids will NOT be allowed**

Only bids submitted on bid forms provided with this solicitation or copier's thereof will be considered. The Bid/Contract must be submitted without alterations. This entire bid document



shall be submitted in a sealed envelope with company name, and bid-opening date clearly reflected on the outside of the envelope, with the Solicitation number.



- Error in Bid:

In case of an error in the price extensions, the unit price will govern. No Bid will be altered or amended after the specified time and date set for the opening. The District reserves the right to correct mathematical errors that cause an incorrect extension for an item or summary totals.

- Award:

The BCSD reserves the right to award to the lowest responsive, responsible bidder. This may result in awards to other than the lowest bidder, or to reject any and all bids, if such action would result in the "best value" for the district. Awards will be based on the total price of all items as presented on the Bid Form.

- ✓ The District reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the BCSD Board of Education, bids submitted by that bidder will be rejected. The criteria used to determine responsibility shall include, but not limited to, the following:

- ✓ Delivery ability -- Bidder must demonstrate or has demonstrated to the District the ability to promptly and efficiently deliver all items on the bid list.

Capacity -- Bidder must demonstrate to the District that they have the financial capacity to procure the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

- ✓ Please be advised that it is the policy of the BCSD that all contracts are awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror. The contract will be conditional upon the offeror's ability to comply with requirements set forth in the solicitation documents. Offeror shall not provide goods or services until a purchase order has been issued by BCSD Procurement Services Department.

- Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the BCSD within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the BCSD shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the BCSD may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the BCSD reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

- Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief: The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor. Unless otherwise required by law, the prices, which have been quoted in the proposal, have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor. No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

- Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- ✓ No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and That no employee of the District, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.
- ✓ By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief: The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- ✓ Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for restricting competition.
- ✓ For any breach or violation of this provision, the District shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

- Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the District for costs to the school district in excess of the defaulted contract prices; provided, however, that the contractor shall continue the



performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

- Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract, which is not disposed of, shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

- Substitutions

WE are not accepting any SUBSTITUTIONS for this bid

- Ineligible Bidders

The District may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the District. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

- Alterations of Documents

Alterations of District documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

- Termination for Convenience

The District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for goods or services delivered or accepted. The District Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the District's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

- Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify District and protect, defend, indemnify and hold harmless Bibb District School District, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule,



regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Bibb District School District. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the District, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

All bids shall be:

Typewritten and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.

Submitted in the provided manila envelope, which is plainly marked with the bid number and title, and date and time of bid opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

Submitted on bid proposal forms as included in this RFP and in accordance with instructions stated above.

Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Opening date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the risk for having the bid deposited on

Time and at the place specified on the first page of this RFP.

Late bids will be marked late, and implemented in the bid file, with the time of receipt.

Bids submitted by facsimile transmission will not be accepted considered an irrevocable offer for a period of sixty (60) days from the date of public bid opening.

Please note that we have additional "Terms and Conditions" as Addendum I General Bid Information.