



## **General Information**

All Bids are received within the Procurement Office, located at **Bibb Distribution Center, Attention Elaine Wilson, Procurement Director, 4580 Cavalier Drive, Macon GA 31211** Envelopes must be written with the solicitation information on the FRONT of the document. Bids delivered after time within the solicitation will not be opened for review. Post Marks and Dating of Documents will be given no consideration in case of late bids. The Bibb BCSD School District, reserves the right to reject any and/or all bids and to waive any informality.

All Electronic Submittal will have to be submitted via vendor registry ([www.bcsdk12.net](http://www.bcsdk12.net), Department - Procurement – Bids and Proposals.)

Any Informality shall be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of the bidder to provide it would have no impact on the outcome of the bid. In such cases, the bidder failed to supply the information may be given a specified period time to comply. If the bidder fails to comply in that period, the bid will be rejected for reasons of no compliance. No award will be made unless all required information is received by Bibb BCSD School District.

### **I. Compliance:**

Failure to meet the requirement of the specifications in any area not considered to be 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. The Bibb BCSD School District 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 so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

### **II. 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.

### **III. 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.

### **IV. 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.

**V. 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.

**VI. Cancellation**

Bids Awards, contracts and extension may be cancelled for convenience by the Bibb BCSD School District at any time.

**VII. 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.

**VIII. 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 Bibb BCSD School District, and no obligation or commitment is incurred by the Bibb BCSD School District from the receipt of any proposal documents, materials, or presentations. There is no guarantee of any vendor receiving on order as a result 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.

**IX. Funding Provision:**

No purchase will be made if funding is not approved by the Bibb BCSD Board of Education.

**X. Fiscal Year Funding Implication:**

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

**XI. 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.

**XII. 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.

**XIII. 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.

**XIV. Liability:**

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

**XV. Submission of Bids:**

Bids shall be submitted:

- Proposals shall be accepted in the Office of Procurement Services of the Bibb BCSD School District, Procurement Office, 4580 Cavalier Drive, Macon GA 31211
- Proposals delivered prior to the proposal close date and time can be received during normal business hours (between 8:30 a.m. ET and 4:00 p.m. ET) only.
- Deliveries attempted by any method (including mail, express courier, or in person) after 11:00 a.m. ET 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 submitted
- Only bids submitted on bid forms provided with this solicitation or copier's thereof will be considered.
- The Bid/Contract must be submitted without altercations.
- 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.
- If a bid requires ELECTRONIC Submittal please do so via the "Vendor Registry".

**XVI. 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.

**XVII. 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.

1. 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 Bibb 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 Bibb BCSD School District 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. This contract shall be for one (1) base term of one year with options of renewal pending funding as indicated by the State. 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.

**XVIII. 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.

**XIX. Non-Collusion**

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

- (a) 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.
- (b) 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.
- (c) 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.

**XX. 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:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. 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:

- (a) The prices in the bid 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.
- (b) 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.
  - (c) 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 the purpose of 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.

**XXI. 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.

**XXII. 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.

**XXIII. Substitutions**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

**XXIV. 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.

**XXV. 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.

**XXVI. 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.

**XXVII. 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.

**XXVIII. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXIX. Compliance with Georgia Security and Immigration Compliance Act - See Exhibit I**

**XXX. Vendor Registration Form – See Exhibit II**

**XXXI. Cost Worksheet – See Exhibit III**

**EXHIBIT I**

**Compliance with Georgia Security and Immigration Compliance Act**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Bibb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

Bibb County School  
Name of Public Entity

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_

in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This the \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Affidavit of Exception (Services ONLY)**

I attest that I am exempt from providing an Affidavit of Compliance to Bibb County School District pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

\_\_\_\_\_ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for Bibb County School District.

**In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license.**

(Please see

**[http://www.georgia.gov/vgn/images/portal/cit\\_1210/50/35/173461453Lists\\_of\\_states\\_that\\_verify\\_migration\\_status\\_7\\_26\\_11.pdf](http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_migration_status_7_26_11.pdf) for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.)**

\_\_\_\_\_ My company/firm will render services to Bibb County School District; however, the services will not be rendered in the State of Georgia.

\_\_\_\_\_ My company/firm will only provide goods to Bibb County School District and will not render any physical services to Bibb County School District.

\_\_\_\_\_ My company/firm will render services to Bibb County School District, however my company/firm has ten (10) or fewer full-time employees.

Vendor Name: \_\_\_\_\_

Name of Project: \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_

in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This the \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Please attached a copy of your W-9 Form as well with this Form.....**



**Exhibit II**  
**Vendor Registration Form**

**Bibb County School District**  
484 Mulberry Street  
Macon, GA 31201  
Fax (478) 779-3531

Thank you for your interest in doing business with Bibb County School District. In order to become a registered vendor you must complete and submit the vendor registration form, W-9 and the appropriate "Illegal Immigration Reform and Enforcement Act of 2011" form(s).

All formal solicitations (over \$30k) are posted on the BCSD web site at [www.bcsdk12.net](http://www.bcsdk12.net); We encourage you to check the website on a regular basis for opportunities to do business with BCSD.

**Instructions: All Bidders MUST REGISTER ONLINE: [www.bcsdk12.net](http://www.bcsdk12.net), Department-Procurement-Vendor Register.**

Optional information (for data purposes only):

African American: \_\_\_\_\_ Asian American: \_\_\_\_\_ Female: \_\_\_\_\_  
Hispanic American: \_\_\_\_\_ Native American: \_\_\_\_\_

You must accept the terms of this agreement in order to register as a vendor with BCSD. By submitting the vendor registration forms, you certify and warrant that you are duly authorized, by the vendor to (1) register the vendor; (2) file on behalf of the vendor all of the information requested in this registration process; and (3) enter into this agreement on behalf of the vendor. By submitting this electronic vendor registration, you hereby agree on behalf of the vendor and for the benefit of each agency and public body that:

1. The vendor shall use Bibb County School District vendor registration update functionality to update the vendor's registration information whenever necessary to ensure that the registration information remains accurate and up to date at all times.
2. The vendor hereby warrants that the information provided by the vendor through the BCSD registration process shall at all times be accurate, complete and up to date. The vendor further warrants that each agency and public body shall be entitled at all times to rely conclusively on the currency, accuracy and completeness of the information the vendor has provided through the BCSD registration process as of that date even if different information is or has been available to or received by agency or public body personnel through means other than the BCSD registration process.
3. I agree that (a) I am a U.S. person (including a U.S. resident alien) or a representative of a U.S. entity; and (b) the number shown on this form is the correct taxpayer identification number for my/our organization. This agreement shall remain in effect for as long as the vendor is registered as an BCSD vendor. ALL RIGHTS RESERVED TO CANCEL THE VENDOR'S REGISTRATION AT ANY TIME. In the event the vendor's registration is cancelled, the vendor shall remain bound to this agreement in regard to completion of any contract, purchase order or other electronic procurement transaction that was made or administered in whole or in part using BCSD.

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Signature of authorized company representative;

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name