INVITATION TO BID

www.dekalb.k12.ga.us

For projects estimated to cost less than $1,000,000

SEALED BIDS SHOULD BE ADDRESSED TO THE DEKALB COUNTY SCHOOL DISTRICT
1780 MONTREAL ROAD, TUCKER, GEORGIA 30084

Project Title: Emergency Generators
Solicitation Number ITB No. 15-752-092

Solicitation Timeline Summary

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE(S)</th>
<th>TIME</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plans &amp; Specs Available:</td>
<td>July 9, 2015</td>
<td></td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a></td>
</tr>
<tr>
<td>Final Questions Due</td>
<td>July 22, 2015</td>
<td>2:00 PM</td>
<td><a href="mailto:dcsd-op-bidquestion@dekalbschoolsga.org">dcsd-op-bidquestion@dekalbschoolsga.org</a></td>
</tr>
<tr>
<td>Final Addendum</td>
<td>July 30, 2015</td>
<td>2:00 PM</td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a></td>
</tr>
</tbody>
</table>

Bid Due Date & Time (Public Opening) | August 6, 2015 | 2:00 PM | Sam A. Moss Center, 1780 Montreal Rd.
Tucker, GA 30084

Anticipated Board Review and Approval | September 14, 2015 |          |
Anticipated Notice of Award | September 15-16, 2015 |          |

THE PERSON SIGNING THIS BID MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY.

COMPANY NAME ______________________________________________

ADDRESS ____________________________________________________

COMPANY FAX NUMBER

COMPANY OFFICIAL’S E-MAIL ADDRESS__________________________

PRINT CERTIFYING COMPANY OFFICIAL’S NAME

CERTIFYING COMPANY OFFICIAL’S SIGNATURE

TITLE OF CERTIFYING COMPANY OFFICIAL

AREA CODE, TELEPHONE NO., AND EXTENSION

COMPANY FEDERAL I.D. NUMBER

DATE ________________

COMPANY WEB PAGE URL______________________________
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I. INSTRUCTIONS TO BIDDER

DeKalb County School District extends this offer to submit a bid for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. Vendors must submit one (1) original and two (2) duplicate copies along with one (1) electronic copy of the bid response. Label each bid document set as "ORIGINAL" and "DUPLICATE" at the top of the first page. Bids must be submitted in sealed envelopes and labeled as indicated below in this document. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid. Sealed Bid Response Submission Format & Procedures Sealed bid responses must be complete, clear, accurate, conforming fully to and in compliance with the specifications and detailed instructions stated in this document.

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – Attachment A.

Bid responses must be sealed and clearly labeled and addressed as shown below.

SEALED BID IDENTIFICATION LABEL:
This information must appear in the lower LEFT corner of your sealed bid container (whether envelope, box, express carrier package, etc.)

SEALED BID “ADDRESS TO” LABEL
This information must appear in the mailing corner address area of you sealed bid container (whether envelope, box, express carrier package, etc…)

ITB Number: 15-752-092
ITB Name: Emergency Generators
Due Date: Thursday, August 6, 2015, 2:00 PM
Company Name: ________________________________
Company Mailing Address:
_________________________________________________________________________
_________________________________________________________________________
Contact Person Name: __________________________

(SEALED BID RESPONSE)
Joshua L. Williams
DeKalb County School District
Operations Division
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084
A. RECEIPT OF BID PACKAGE PUBLIC OPENING

1. Bids will be received no later than 2:00 pm on Thursday, August 6, 2015 and publicly opened at 2:00 pm.

2. The original and two (2) copies of the Bid along with one (1) electronic copy on a flash drive or CD, must be received at the DeKalb County School District, Operations Division, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 no later than the date and time (determined by the date/time card stamp of the DCSD Facilities Procurement Services Department) set forth in the “Invitation to Bid.” The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

It is the sole responsibility of the GC to ensure timely delivery of the bid submittal. The respondent is responsible for allowing adequate mailing or delivery time in order for their proposal to be delivered by the specified due date and time. Offers by telegram, facsimile machine, or telephone will not be accepted. Bids will be time and date stamped upon receipt at the address listed above. The exact time of receipt is determined by the date/time stamp. Any Bids received after the designated time and date will be deemed late and will not be accepted by DCSD.

3. Responses must be on the forms furnished within this Invitation to Bid (ITB) and completed in their entirety. All bids must be submitted on the attached bid form. The bid form is Attachment H of this ITB.

4. Bids must be submitted in a sealed envelope with the Sealed Bid Identification Label completed and affixed to the exterior of the package.

B. BID SUBMISSION

1. Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation to Bid. Responses must be either typed or written in ink. Any correction made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by DCSD. Each bidder is required to furnish all information requested in the ITB.

2. Each bidder is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and DCSD policies and/or regulations pertaining to DCSD procurement.

3. DCSD assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid response. This provision applies whether or not a dispute arises.

4. All bids submitted become the property of the DCSD and are subject to applicable open records policies and laws.
C. **BID PRICES**

By signing page 1 of this ITB, the Bidder hereby certifies that the cost(s) included in this bid are accurate and binding for ninety (90) days from the ITB opening date. If an award is not made within ninety (90) days, it shall be incumbent upon the bidder to notify DCSD in writing if it does not want its bid submittal considered further. Failure to notify the district will mean that the bid submitted remains valid until award, even if beyond ninety (90) days.

The Bidder further certifies that the proposed cost(s) are accurate and reflect any applicable discounts and that the company which I represent will deliver the goods and/or services for this amount. I also certify that no extra costs or payments to any entity, including bidder, will be allowed for any miscalculation, deficiency, or difference discovered later.

D. **PRICE PROVISION**

This is a term contract from October 1, 2015 through December 31, 2015 with a price escalation/de-escalation provision on October 1, 2016. Bid prices will be firm from October 1, 2015 through September 30, 2016.

Actual price(s) bid must be based on current manufacturer’s price to the dealer plus dealer mark-up and consistent with market indices. Price changes (up or down) by the dealer to DCSD will be allowed only at the bid renewal/extension anniversary and shall be based on the percentage change of the manufacturer’s cost to the dealer. Only one (1) price change will be allowed during any 12-month period and at the renewal/extension anniversary, commencing with October 1, 2016 (the extension/renewal date), on any individual product or service included in this bid.

The bidder must supply the Purchasing Department of the DCSD with written proof from the manufacturer when (if) price changes occur. The written notification from the manufacturer (for DCSD) may specify actual dollar changes or may specify the change as a percentage.

The bidder must allow the Purchasing Department of DCSD a minimum of thirty (30) day notice before price changes take effect.

DCSD is not obligated to accept price escalations/de-escalations and reserves the right to negotiate with the next lowest bidder.

E. **RENEWAL/EXTENSION OPTIONS**

DCSD reserves the right to extend this bid contract prior to the bid contract end date of December 31, 2015 for up to four (4) years through December 31, 2019 with the consent and written confirmation of the successful bidder.
F. COMPLIANCE WITH SPECIFICATIONS

Bidder must indicate below whether or not this bid is in complete compliance with the stated specifications. If there are any deviations from the specifications, bidder must indicate in writing what the deviations are and must submit with the bid complete descriptive literature on the actual items bid. Attach and label additional sheets if necessary.

_____ Bid is in complete compliance with bid specifications.
_____ Bid deviates from stated specifications as follows:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________

By signing page 1 of this ITB, the Bidder certifies its compliance with the specifications or deviations as noted above.

G. ALTERNATIVES

If bidding an equivalent, specify below the product being bid, and attach fully descriptive literature. FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE REJECTED.

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________

By signing page 1 of this ITB, the Bidder certifies its bidding of the alternatives as noted above, if any.

H. FINANCIAL STATEMENTS

The most recent financial statement of the Bidder, prepared and signed by an independent Certified Public Accountant duly registered with the Georgia State Board of Accountancy for at least a one year period ending not more than sixteen (16) months prior to the date of the Bid opening. No financial statement will be accepted which has been prepared by a Certified Public Accountant who is directly or indirectly interested in the business of the Bidder. In the case of a Bid of One Million Dollars ($1,000,000.00) or more, the Bidder’s financial statement shall be a fully audited financial statement. In no event shall any financial statement submitted include other legal entities related to Bidder (e.g., without limitation, parent, subsidiary or sister corporations).

I. REFERENCES

Bidder shall provide a minimum of three (3) client references for which the bidder has fulfilled a project of similar scope and complexity as this Invitation to Bid. Bidder shall include the following information with the client references: company name, contact person, company address, telephone number, and email address. Submit references using the form provided as Attachment G. FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE NON-RESPONSIVE AND REJECTED.
J. BUSINESS LICENSE

Bidders shall submit with their Bid, a copy of their valid company business license. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, Bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Bidder for the duration of the contract. Provision of copy of business license is a mandatory requirement (include with Required Forms).

K. INSURANCE REQUIREMENTS

Certificate of Insurance and/or ACORD Form is required with solicitation submittal. Provision of Certificate of Insurance is a mandatory requirement. Proposals submitted with Certificates of Insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this bid will be contingent upon receipt within five (5) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Management Unit. No work will commence and no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Management Unit. In the event the awarded bidder cannot produce insurance coverage acceptable to the DCSD Risk Management Unit within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

1. Vendor shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia or companies acceptable to DCSD. Vendor shall procure the insurance policy or policies at the vendor’s own expense and shall furnish to DCSD a certificate(s) of insurance containing the following information:
   a. Name and address of agent/broker;
   b. Name and address of insured;
   c. Name of insurance company, underwriting syndicate, or other insuring entity;
   d. Description of coverage in standard terminology;
   e. Policy period;
   f. Policy number;
   g. Limits of liability;
   h. Name and address of certificate holder;
   i. Acknowledgment to the DCSD of notice requirements of material adverse change;
   j. Signature of authorized agent/broker;
   k. Telephone number of authorized agent/broker; and
   l. Details of policy exclusions applicable to this agreement in comments section of Insurance Certificate.

   All certificates/endorsements evidencing primary and excess layers shall be renewed and kept current and up to date on an annual or lesser time basis as needed.

2. All liability policies shall include DCSD as an additional insured. Vendor is required to maintain the following insurance coverage(s) during the term of this agreement:
a. Comprehensive General Liability Insurance;
b. Business Auto Liability Insurance;
c. Workers Compensation Insurance in the amount of the statutory limits established by the General Assembly of the State of Georgia. Vendor shall have the ability to self-insure its required workers compensation coverage if it is an approved self-insurer in the State of Georgia;
d. Should vendor desire to structure its insurance program utilizing a commercial umbrella or excess liability policy, all such policies shall have sufficient limits to provide that there is no gap in coverage between an underlying policy and the secondary layer;
e. Under all coverage required hereunder, the policies shall be endorsed to include the following terms and conditions:
   (i) DCSD shall be included as an additional insured;
   (ii) All coverage shall be on an “occurrence” not “claims made” basis;
   (iii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be cancelled, allowed to lapse, fail to be renewed, or endorsed to adversely change any coverage for any reason until at least thirty (30) days prior written notice has been given to DCSD;
   (iv) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof;
   (v) Except for any acceptable secondary layer of protection, the policies shall be primary and not excess to any other coverage;
   (vi) Under coverage required under Section 2 (b) above, the policies shall be written or endorsed with minimum limits of $1,000,000 per occurrence, $2,000,000 in the annual aggregate (or single limit if applicable) with insurers approved to conduct business in the State of Georgia.

L. NON-COLLUSION

Bidders shall fully certify that they, as an individual or as engaging official of a formal business entity have not entered into any agreement, participated in collusion or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their bid response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

M. CONFLICT OF INTEREST

Bidders must disclose with their bids the name of any officer, director or agent who also is a DeKalb County School District employee or Board Member. Bidders must disclose the name of any DeKalb County School District employee or Board Member who owns, directly or indirectly an interest of 5 percent (5%) or more in the bidder’s firm or any of its’ branches. Bidders shall certify that this bid response is impartial, at arms-length and free of any conflict of interest, unfair advantage or personal benefit to any DeKalb County School District official.

N. BASIS OF AWARD

Contract will be awarded to the responsive, responsible bidder offering the lowest fixed price per item. DCSD reserves the right to use the next lowest percentage bidder(s) in the event the original awardee of the bid cannot fulfill their contract including providing a poor response time with deliveries. The next lowest bidder’s price must remain the same as originally bid and must remain firm for the duration of the contract.
O. PAYMENT OPTIONS

Payment will be made by electronic transactions or paper check. Electronic payments in the form of ACH (Paymode) or issued loadable credit cards (e-Payables) are the DCSD preferred methods of payment. Vendors will be issued paper checks only under special circumstances.

P. APPLICABLE LAWS

This bid is subject to the laws of the State of Georgia. Bidder shall comply with all federal, state, and local laws and applicable regulations and shall be in possession of all licenses and permits necessary for the delivery of products or services described herein.

Q. COPYRIGHTS AND PATENTS (TO BE INCLUDED IN CONTRACTS FOR PURCHASES OVER MINIMUM BID THRESHOLD) 48 CFR-CHAPTER 1-SUBCHAPTER H-PART 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

1. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

2. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

3. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

R. PERMITS AND LICENSES

Bidders shall, at their own expense, obtain all necessary permits and licenses and shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations necessary for the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, and compliances in a current status throughout the course of the contract. Bidders shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD.

S. COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS

For all contracts in excess of $100,000, the bidder is required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 C.F.R. Part 15) for the facilities in which the contract is to be performed, or which are involved in the activity or program to receive assistance.

T. ENERGY EFFICIENCY

For all contracts, the bidder is required to comply with all applicable standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
U. BUY AMERICAN

Contractor must comply with the Buy American Act (7 C.F.R. 210.21), which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. Pursuant to the Buy American Act, the term “domestic commodity or product” means: (i) an agricultural commodity that is produced in the United States; and (ii) a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

V. CERTIFICATION OF BID PRICE

The bidder is required to certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects, fair and without collusion or fraud. The bidder must further certify that it understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder must agree to abide by all conditions of this bid, and certify that the certifying official is authorized to sign this bid for the bidder. (O.C.G.A. § 50-5-67). I further certify that the provisions of the official code of Georgia annotated, 45-10-20 et seq. have not and will not be violated in any respect.

W. ENTIRETY OF AGREEMENT/ADDITIONAL TERMS

In the event an award is made to a bidder, this bid document represents the entire agreement between DCSD and the successful bidder. DCSD shall not be bound to additional terms and conditions and/or extraneous language added to this document by bidders/proponents.

X. ASSIGNMENT OF AWARD

Solicitation awards may not be assigned to another party without the expressed written permission of DCSD.

Y. OWNERSHIP RIGHTS

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by bidders in relation to this bid.

Z. INFRINGEMENT

Bidders shall fully indemnify DCSD against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights in association with their bids.

AA. CONFIDENTIALITY AND NON-DISCLOSURE

Information made available to respondents by DCSD shall be used only for purposes related to responding to this bid and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this bid unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to, student and human resource file contents.

BB. BID CONTACT

It is intended that this ITB be adequate for any vendor to respond to the DeKalb County School District requirements; however, should Bidders have questions, all questions should be submitted electronically via email to Mr. Joshua Williams, COO, at dcsd-op-bidquestion@dekalbschoolsga.org or by fax at 678-676-1475.
The deadline for receipt of vendor questions is stated within the Solicitation Timeline Summary on page 1 of this ITB. Questions received after the deadline time will not be considered.

Questions received by the deadline time will be answered in writing and posted to the website http://www.dekalb.k12.ga.us/solicitations no later than the date and time listed for Final Addendum under the Solicitation Timeline Summary on page 1 of this ITB.

No response other than written, and issued on behalf of Mr. Williams, will be binding upon DCSD.

The assigned contact person for this bid is Belinda Quillet, CPPB, Procurement Specialist II. Belinda Quillet can be reached at (678) 676-1373 or by email at belinda_quillet@dekalbschoolsga.org.

CC. COMMUNICATIONS WITH DCSD STAFF

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to bidders, are strictly prohibited for contacting DeKalb County School District on any matter having to do in any respect with this bid, other than as provided herein. Any and all contacts with such persons associated with DeKalb County School District shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the bid documents, for the date of issuance of the Invitation to Bid until final DeKalb County Board of Education action of approval of contract award, the bidder submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Board of Education for DeKalb County School District. Any violation of this restriction may result in the rejection of the bid response.

DD. ADDENDA

It is the responsibility of bidders to check the DCSD Current Solicitations website at http://www.dekalb.k12.ga.us/solicitations or www.demandstar for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period. Failure on the part of bidders to make themselves aware of, and to comply with, all addenda requirements will not relieve them of this obligation.

The Board of Education reserves the right to reject any and all bids and to waive technicalities and informalities.
II. DEFINITIONS

A. Bidding Documents means the Advertisement for Bids, the Instructions to Bidders, the Bid Form, the form of Subcontractor Listing, the form of Corporate Certificate, the form of Partnership Certificate, the form of Entity Certificate, the form of Bidder’s and Individuals’ Affidavit of Noncollusion, all other proposed contract documents, and any Addenda issued prior to Bid opening.

B. Addenda are written or graphic instruments issued by the Architect prior to Bid opening which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections or revisions.

C. A Bid is a complete and properly executed bid to do the Work in accordance with the Contract for the sums stipulated in the Bid supported by data required by the Bidding Documents, submitted in accordance with the Bidding Documents.

D. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added, or from which Work may be deleted, for sums stated in the Alternates, if any.

E. An Alternate Bid is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents (“Alternate”), is accepted.

F. A Unit Price is an amount stated in the Bid as a price per unit of measurement for specified materials, equipment or services or a portion of the Work as described in the Bidding Documents.

G. A Bidder is a person or entity who submits a Bid.

H. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

I. The Owner for whom the work will be executed is the DeKalb County Board of Education, 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083.
III. GENERAL CONDITIONS

A. PURPOSE

The DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide Emergency Generators for primary use by the CIP SPLOST Program for new construction and renovation. DCSD Facilities/Maintenance Department may also utilize this contract to purchase Emergency Generators should the need arise.

B. AWARDS

Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. The bidder(s) who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the ITB, and who is clearly capable of delivering the product(s) or service(s) specified, will be recommended to the Board for approval. Award of bids will be made in the best interest of DCSD.

C. COMPLIANCE

Final inspection of all products/services for acceptance or rejection will be made by DCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by DCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

D. CANCELLATION

Awards, contracts, and extensions may be cancelled for convenience by DCSD at any time. In the event of termination of this contract by DCSD, the DCSD will be responsible only for those items and or services that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for list profits.

E. ASSIGNMENT OF AWARD

The successful Respondent may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

F. TAXES

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

G. NON-DISCRIMINATION

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.
H. **DRUG-FREE WORKPLACE**

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs on school district property during the performance of the contract.

I. **SMOKE-FREE WORKPLACE**

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not use tobacco products on school property at any time during the performance of this contract.

J. **SUSPENSION AND DEBARMENT**

By submitting this bid, the bidder certifies that the bidding company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this bid, the bidder certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as bid submissions are evaluated and any transaction is entered into. If it is later determined that the prospective bidder has knowingly rendered an erroneous certification, the DeKalb County School District may pursue all available remedies, including but not limited to suspension and/or debarment.

The bidder shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The bidder agrees by submitting this form that, should the proposed transaction be entered into, the prospective bidder shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

K. **GEORGIA OPEN RECORDS ACT**

Without regard to any designation made by the person or entity making a submission, DeKalb County School District considers all information submitted in response to this invitation or request to be a public record that may be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., without consulting or contracting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.
L. RECORD RETENTION REQUIREMENT

The bidder shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the DeKalb County Board of Education throughout the term of the contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The bidder shall permit the auditor of the DeKalb County Board of Education or any authorized representative of DCSD, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the federal government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the bidder relating to orders, invoices, or payments or any other documentation or materials pertaining to the award and contract, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the DeKalb County Board of Education reserves the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

M. VENDOR EMPLOYEES ON DCSD PROPERTY

All Vendor employees, agents and subcontractors working on DCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Vendor shall provide and institute necessary security measures to prevent unauthorized access to any and all computer networks and Proprietary Information, trade secrets or Student Information of DCSD by any of its employees or agents, and Vendor shall be liable and responsible to DCSD for any and all security breaches by its employees or agents.

N. AMENDMENTS IN WRITING

No amendment of any term or condition contained in this contract, including the Bid and Vendor’s Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of DCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

O. INDEMNIFICATION

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, liens, costs and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of or in connection with the Contractor's performance of this Contract and the Work, to the extent caused by the Contractor, or anyone for whose acts the Contractor is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Contractor shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys’ fees, caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, this indemnification obligation shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or its subcontractors, sub-subcontractors, or suppliers under workers’ compensation acts, disability benefit acts or other employee benefit acts.
P. **COMPLIANCE WITH LAWS**

This ITB and subsequent agreements are subject to the laws of the State of Georgia. All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

Q. **BACKGROUND CHECKS**

DCSD requires vendor to perform background checks on any employee or sub-contractor who will be working on the DCSD property. A Comprehensive criminal history background check to include both Georgia Crime Information Center (GCIC) and National Crime Information Center (NCIC) is required on each applicant assigned to DCSD. Minimum findings that warrant exclusion include:

- Any felony conviction
- Any drug conviction
- Any crime against children
- Any sex-related conviction

Background checks must be provided to the DCSD Public Safety Department upon request by the DCSD. Firm agrees to comply with any request from the DCSD to remove any firm employee from DCSD property. Firm agrees to cooperate with the DCSD to the fullest extent practicable in any investigation of any actual or alleged misconduct of any firm employee in connection with any activity arising out of this Agreement.

R. **RESPONDENT PERFORMANCE**

The successful bidder is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this bid document. Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the bidder to fully perform these obligations may result in cancellation of the award.

DCSD will look to the Respondent and his/her identified personnel to coordinate and deliver the goods described in this ITB. The obligations of the bid shall not be delegated to subcontractors or assigned to any third party.

S. **BIDDER FAILURE**

In the event that a product, property, or service to be furnished by the successful bidder should for any reason fail to conform to the specifications contained herein, DCSD may reject the product, property, or service and may terminate the contract for default.

Failure of the successful bidder to perform on delivery of goods or services as specified may also result in the removal of that bidder from doing business with DCSD for a period of not less than one (1) year.

T. **MERCHANTABILITY AND QUALITY**

Seller warrants that the goods will be of merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in seller’s catalogs; product brochures; and other representations, depictions, or models of the goods.

Specify your warranty/guarantee beyond that stated above in definite terms. Add additional literature/sheets if necessary. Provide a clear description of warranty/guaranty service offered, duration of service, and all stipulations (i.e., service provided on-site, call tag return required, vendor on-site pick-up, parts and labor included, parts only, number of years from purchase date warranty is valid, etc.):
By signing page 1 of this ITB, the Bidder warrants the merchantability and quality of the goods being bid as required on the bid form of this ITB or as described above that exceed the warranty/guarantee above the stated terms.

U. COSTS INCURRED

DCSD is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this ITB or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this ITB shall be the sole responsibility of the Respondent and shall not be reimbursed by DCSD.

V. PERMITS AND APPLICABLE LAW

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Respondents shall be in compliance with registration with the Georgia Secretary of State’s office as applicable.

W. CONFIDENTIALITY AND NON-DISCLOSURE

Information made available to Respondents by DCSD shall be used only for purposes related to responding to this ITB and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this ITB unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to student and human resource file contents.

X. RIGHTS RESERVED

DCSD reserves the right to accept or reject any and/or all parts of responsive bids received and/or to reject all bids submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. This right is reserved to award items on this bid by any logical group combination or by individual item, whichever is in the best interest of DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

Y. 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-responsive.

Z. F.O.B. DESTINATION

All prices are to be F.O.B. Destination with freight prepaid by the bidder. Bid prices must include all charges for delivery and unloading as directed by the building authorities.
AA. CONFORMITY WITH LAWS AND REGULATIONS

All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

BB. EXCLUSION OF TRADE USAGES

This document contains all the terms, conditions, and obligations to which the parties have agreed, and shall not be modified, controlled, explained, supplemented, or affected in any way by any usage of trade not expressly included in this agreement.

CC. CONFORMITY WITH UCC

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code (“UCC”) as adopted by the State of Georgia shall have the same definition set forth in the UCC on the date of this agreement.

DD. CANCELLATION

Awards, contracts, and extensions may be cancelled for convenience by DCSD at any time. In event of termination of contract by DCSD, DCSD will be responsible only for those items and/or services that have been delivered and accepted according to the bid specifications.

EE. NON-PERFORMANCE AND/OR TERMINATION

1. Immediate Termination. The award and contract will terminate immediately and absolutely if DCSD determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that DCSD cannot fulfill its obligations under the contract, which determination is at DCSD’s sole discretion and shall be conclusive. Further, DCSD may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

   a. In the event the contractor is required to be licensed or certified as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;

   b. DCSD determines that the actions, or failure to act, of the contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

   c. The contractor fails to comply with confidentiality laws or provisions; and/or

   d. The contractor furnished any statement, representation, or certification in connection with the contract or the bidding process which is materially false, deceptive, incorrect, or incomplete.

2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DCSD to declare the contractor in default of its obligations under the contract:

   a. The contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the DCSD’s satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the contractor;
b. DCSD determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;

c. The contractor fails to make substantial and timely progress toward performance of the contract;

d. The contractor becomes subject to any bankruptcy or insolvency proceeding under federal, county, or state law to the extent allowed by applicable federal, county, or state law including bankruptcy laws; the contractor terminates or suspends its business; or DCSD reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

e. The contractor has failed to comply with applicable federal, DeKalb County Board of Education and state laws, rules, ordinances, regulations, and orders when performing within the scope of the contract;

f. The contractor has engaged in conduct that has or may expose DCSD or the DeKalb County Board of Education to liability, as determined at the DCSD's sole discretion; or

g. The contractor has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of DCSD, the DeKalb County Board of Education, or a third party.

3. Notice of Default. If there is a default event caused by the contractor, DCSD shall provide written notice to the contractor requesting that the breach or non-compliance be remedied within the period of time specified in DCSD's written notice to the contractor. If the breach or non-compliance is not remedied within the period of time specified in the written notice, DCSD may:

   a. Immediately terminate the contract without additional written notice; and/or

   b. Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting contractor; and/or

   c. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

4. Termination Upon Notice. Following thirty (30) days written notice, DCSD may terminate the contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the contract up to and including the date of termination.

5. Termination Due to Change in Law. DCSD shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the contractor as a result of any of the following:

   a. DCSD's authorization to operate is withdrawn or there is a material alteration in the programs administered by DCSD; and/or

   b. DCSD's duties are substantially modified.

6. Payment Limitation in Event of Termination. In the event of termination of the contract for any reason by DCSD, DCSD shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the contract and for which DCSD is obligated to pay pursuant to the contract. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to DCSD under the contract in the event of termination. DCSD shall not be liable for any
costs incurred by the contractor in its performance of the contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the contract.

7. The Contractor’s Termination Duties. Upon receipt of the notice of termination or upon request of DCSD, the contractor shall:

a. Cease work under the contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters DCSD may require;

b. Immediately cease using and return to DCSD, any personal property or materials, whether tangible or intangible, provided by DCSD to the contractor;

c. Comply with DCSD’s instructions for the timely transfer of any active files and work product produced by the contractor under the contract;

d. Cooperate in good faith with DCSD, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

e. Immediately return to DCSD any payments made by DCSD for goods and services that were not delivered or rendered by the contractor.

EE. NO OBLIGATION/NO ORDER(S) GUARANTEED/COST TO BID

Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. The acquisition of any program, product, or element for these requirements is subject to the approval and funding by the DeKalb County Board of Education, and no obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any bid documents, materials, or presentations. There is no guarantee of any vendor receiving an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) 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 DCSD or become a reason for placing an order with the vendor.

FF. VENDOR INTERNAL COORDINATION

DCSD will look to the bidder as having “one corporate face” and will expect the bidder to coordinate, bid, and deliver those products and services best able to meet the identified needs of DCSD without DCSD’s involvement in subcontractor arrangements. The terms and provisions in this bid and any subsequent contract shall bind the bidder. Nothing contained herein shall create any contractual relationship between any subcontractor and DCSD. The primary vendor (bidder) will be responsible for the supervision and conduct of any subcontractors assigned to this project. Purchase order(s) will be issued to the successful bidder only.

GG. FISCAL YEAR FUNDING IMPLICATIONS

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options. This solicitation, any resulting contract(s), and renewal and extension options are subject to approval and funding by the DeKalb County Board of Education. This solicitation, any
resulting contract(s), and renewal and extension options shall terminate absolutely without further obligation on
the part of DCSD at the end of the fiscal year following the date of the solicitation and at each June 30 renewal
anniversary date thereafter unless the successful vendor is notified otherwise and agrees in writing to the
exercise of renewal and extension options.

**HH. NEWS RELEASE**

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may
contain renewal and extension options. This solicitation, any resulting contract(s), and renewal and extension
options are subject to approval and funding by the DeKalb County Board of Education. This solicitation, any
resulting contract(s), and renewal and extension options shall terminate absolutely without further obligation on
the part of DCSD at the end of the fiscal year following the date of the solicitation and at each June 30 renewal
anniversary date thereafter unless the successful vendor is notified otherwise and agrees in writing to the
exercise of renewal and extension options.

**II. DELIVERIES**

Deliveries will be made to various school sites in the DCSD as requested by the General Contractor performing work
at the respective school site. All deliveries made to the DCSD must have the purchase order number on all relative
documents (i.e. invoices, bills of lading, packing slips, delivery receipts, waybills, etc).

No dockside delivery.

All items must be in prime condition at the time of delivery.

No substitutions (items, brands, grades, etc.) are to be made without the prior consent of the product buyer. Any
substitution without prior consent will be refused.

**JJ. BILLING**

Invoices shall be sent to the DeKalb County School District, 1780 Montreal Road, Tucker, GA 30084 shall be in
accordance with the bid, and shall show the purchase order number.

**KK. PAYMENT**

Payment will be made within 30 days of invoice date and approval to pay received from the Operations Department
except when the district is closed for the holidays.
IV. PROTEST PROCEDURES FOR OPERATIONS DIVISION CONTRACT AWARDS

Protest Process. This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as “bidders”) to DCSD directly related to design and construction, for proposals worth $100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Facilities Management for proposals worth $100,000 or more, may challenge contract awards.

1. Protests. A bidder may file a written protest challenging DCSD’s compliance with applicable procurement procedures subject to the bidder’s compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.

2. Types of Challenges. Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD’s intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

3. Form of protest. At a minimum, the written protest must include the following:
   a. the name and address of the protestor;
   b. appropriate identification of the solicitation;
   c. a statement of reasons for the protest;
   d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and
   e. the desired remedy.

   DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.

4. Filing Protests. A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Design and Construction Department. The protest may be sent by any of the following means:

   MAIL: Attention: Mr. Joshua L. Williams
   Chief Operations Officer
   DeKalb County School District
   Sam A. Moss Service Center
   1780 Montreal Road
   Tucker, Georgia 30084

   FAX: (678) 676-1475
The Offeror must observe the following deadlines when filing a protest:

<table>
<thead>
<tr>
<th>Type of Protest</th>
<th>Protest Filing Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Challenge to Competitive Solicitation Process</td>
<td>Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.</td>
</tr>
<tr>
<td>Challenge to an Intended or Actual Contract Award</td>
<td>In the event DCSD posts a Notice of Intent to Award (“NOIA”), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.</td>
</tr>
<tr>
<td></td>
<td>In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award (“NOA”) is posted.</td>
</tr>
</tbody>
</table>

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. Stay of procurement during protest review. When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Design and Construction Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. Protest Resolution. The Facilities Management Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

   - If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.

   - If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

7. Costs. In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

(END OF ITB – SEE ATTACHMENTS)
ATTACHMENT A: GENERAL CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received Invitation to Bid (ITB) No. 15-752-092 for Emergency Generators containing a full set of documents:

**IMPORTANT NOTICE:** The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Include with Bid</th>
<th>Check Box to Confirm Inclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment A Contractor's ITB Checklist (2 pages)</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment B1 Corporate Certificate (1 page)</td>
<td>B1 or B2 or B3 as applicable</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment B2 Partnership Certificate (1 page)</td>
<td>☐</td>
<td></td>
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<tr>
<td>Attachment B3 Entity Certificate (1 page)</td>
<td>☐</td>
<td></td>
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<tr>
<td>Attachment C Subcontractor Listing (1 page)</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment D Offeror's and Individuals' Affidavit of Noncollusion (2 pages)</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment E Conflict of Interest Disclosure Form (2 pages)</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment F Form of Consent to Release Information (1 page)</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment G Vendor References Form (1 page)</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment H Bid Form Fixed Price Narrow Scope (4 pages)</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Attachment I No Submittal Response Form (1 page)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Sample Certificate of Insurance, per Instructions to Bidders, Item L.</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Copy of Business License, per Instructions to Bidders, Item K.</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Acknowledgement of ALL addenda (if any) below.</td>
<td>YES</td>
<td>☐</td>
</tr>
<tr>
<td>Electronic Version of bid documents</td>
<td>YES</td>
<td>☐</td>
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</tbody>
</table>

Indicate **Addenda(s) Nos. _____________________________ received (none unless indicated here).** The General Contractor is responsible for reading and understanding all sections of this ITB, and affirms that the Bidder shall be bound by all of the terms and conditions contained in this ITB.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and the Bidder and its officers and employees have not entered into any agreement with any other Bidder, or prospective Bidder, or with any other person, firm or corporation relating to any prices or other terms named in this ITB or any other ITB, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this ITB.

Name of Bidder: ____________________________________________________________

Signature: ____________________________  Printed Name: ____________________________

Title: ____________________________  Date: ____________________________

Sworn to and subscribed before me this ___ day of _____________, 2____.

Notary Public: ____________________________  My commission expires: __/___/___.

(SEAL)

THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES.
STATE OF _______________________
COUNTY OF _____________________

I, ________________________________, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that ________________________________ who signed said bid in behalf of the Contractor was then _______________________ of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of ____________________.

_____________________________________
[signature]

_____________________________________
[typed name]

Subscribed and sworn to before me this ___ day of ________________, 2_____.

(SEAL)

_____________________
Notary Public

My Commission Expires:
___/___/___
STATE OF __________________________
COUNTY OF ________________________

On this ____ day of ______________, 20______, personally appeared _____________________________, who executed the above bid, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____________________________ and that said firm consists of himself or herself and ____________________________________________ and that he or she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

[Affiant's Signature]

Partner                                          Partner

Partner                                          Partner

Subscribed and sworn to before me this ___ day of ______________, 2____.

(seal)

Notary Public

My Commission Expires: ___/___/___

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.
STATE OF ______________________
COUNTY OF _____________________

I, __________________________________, certify that I am the Secretary of the entity named as Contractor in the foregoing bid; that __________________________________ who signed said bid in behalf of the Contractor was then __________________ of said entity; that said bid was duly signed for and in behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a ________________________ organized under the laws of the State of ____________________.

_____________________________________
[signature]

_____________________________________
[typed name]

Subscribed and sworn to before me this ___ day of ________________, 2____.

(SEAL)

_____________________
Notary Public

My Commission Expires: ___/___/___
Pursuant to bidding requirements for the Project known as *Emergency Generators*, the undersigned proposes to use the following subcontractors for principal portions of the Project:

<table>
<thead>
<tr>
<th>PORTION OF THE WORK</th>
<th>SUBCONTRACTOR NAME</th>
<th>ADDRESS</th>
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*Use Additional Sheets If Necessary*

_BIDDER:_ ________________________________  
[typed proper name of Bidder]

_By:_ ________________________________  
[signature]

_____________________________  
[name and title]
STATE OF ______________________
COUNTY OF ____________________

COMES NOW, _________________________________________________________ ("Bidder"),

[insert name of Bidder]

appearing by and through _________________________________ , it’s _________________________

[insert name of individual with authority to bind Bidder]

(averring both individually and in his or her representative capacity on behalf of Bidder) (the “Individual And Representative Affiant”), and __________________________________________________________

[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

(collectively, the “Individual Affiants”), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

   (d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Bidder is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding for or procuring the contract for the DeKalb County Board of Education Emergency Generators, (the “Project”).
3. If the Bidder is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This _______ day of _______________, 2_____

____________________________________
[insert name of Bidder]

and __________________________________________
[insert name of Individual And Representative Affiant]

By: ____________________________, both individually and on behalf of Bidder as its
[signature]

________________________________
[insert title]

Individual Affiants’ signatures and names:

x_____________________________________  x____________________________________
Name:
Name:

x_____________________________________  x____________________________________
Name:
Name:

x_____________________________________  x____________________________________
Name:
Name:

x_____________________________________  x____________________________________
Name:
Name:

Sworn to and subscribed before me this ___ day of _______________, 2_____.

Notary Public: _______________________ My commission expires: _/__/__.
(SEAL)
I HEREBY CERTIFY, UNDER OATH, that

1. I (Printed Name), ______________________________________ am the (Title) ___________________________________________________ and I am the duly authorized representative of the firm of (Firm Name) ____________________ (the “Firm”) for purposes of this Affidavit, whose address is (Firm Address) __________________________ ________________, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, “Firm Representative”) is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, “Owner Representative”), as indicated below:

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<th>Owner Representative</th>
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3. Except as listed below under “EXCEPTIONS”, neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (fully disclose and completely explain)
4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, Proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: ____________________________________________
Printed Name: ____________________________________________
Firm Name: ____________________________________________
Date: ____________________________________________

Sworn to and described before me this ________ day of ______________________
Personally known: ____________________________________________
OR Produced Identification: ____________________________________________
Type of Identification: ____________________________________________
Notary Public – State of ____________________________________________
My Commission Expires ____________________________________________
Affix Notary Seal Here:
ATTACHMENT F: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Bid to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such Bid), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This ___ day of _______________, 2_____.

_____________________________________________________
[Printed name of person or entity consenting to release of information]

By: ___________________________________

Printed name: ___________________________

Printed Title: ____________________________
ATTACHMENT G: VENDOR REFERENCE FORM

VENDOR REFERENCES FOR: ____________________________________

References must be completed by ALL Vendors. It is the vendor’s responsibility to provide COMPLETE and ACCURATE reference information on the form below; completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor’s past work, which may affect DCSD’s determination that the vendor is responsive and responsible. DCSD reserves the right to consider past experience with vendor.

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
ATTACHMENT H: BID FORM (MATERIALS AND DELIVERY ONLY)

Project Name: Emergency Generators
DeKalb County Board of Education

Project No. 15-752-092
Bid Due Date: August 6, 2015

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084

In compliance with your Invitation to Bid, the undersigned Bidder, ______________________________,
[Legal name of Bidder]____________________________,
____________________________________________,
[Address of Bidder]____________________________________________,
[Telephone number of Bidder]

having carefully examined the proposed contract documents and any Addenda thereto, for Project No. 15-752-092
Emergency Generators, proposes and agrees, if this bid is accepted, to enter into a contract with the to provide materials
and delivery in conformance with the Invitation to Bid, in the time stated therein, for the lump sum of:
___________________________________________________________________________________________ dollars
[written in words]($______________________________), which sum shall constitute the Base Bid. The following is a partial breakdown of
the Base Bid:

1) Furnish and deliver fifty-four (54) 60 kW Generator Packages: $______________________________
2) Furnish and deliver thirteen (13) 80 kW Generator Packages: $______________________________

The undersigned Bidder further agrees that if the following Alternate as described in the proposed contract documents is
accepted, the following amount shall be added to the Base Bid.

Alternate No. 1: Provide three (3) additional years of annual maintenance as described in Specification Section
16430, 3.4 Warranty and Maintenance, per each generator package, per year:

____________________________________________dollars ($_____________________), each generator pkg, per year
[written in words]
The undersigned Bidder further agrees to the following Unit Prices as provided in the contract documents.

(1) Unit Price No. 1: Furnish and deliver one 60 kW generator package in accordance with Bid documents, per each generator package:

_____________________________________________dollars ($________________) each generator package.

(2) Unit Price No. 2: Furnish and deliver one 80 kW generator package in accordance with Bid documents, per each generator package:

_____________________________________________dollars ($________________) each generator package.

(3) Unit Price No. 5: Provide the additional cost to furnish and deliver one NEMA 3R enclosure (in lieu of NEMA 1 indoor enclosure included in base bid) for sites where transfer switches will be installed outside, per each enclosure package:

_____________________________________________dollars ($________________) each enclosure package.

The undersigned Bidder agrees that if it is notified in writing by mail, facsimile or hand-delivery of the acceptance of this bid, via Notice of Award or otherwise, within sixty (60) days after the date of the Bid opening, the undersigned Bidder will execute, within ten (10) days of the date of the notice, The Bidder further agrees to furnish other documents or information as required by the Invitation to Bid in accordance therewith.

The undersigned Bidder agrees to provide material in conformance with the Invitation to Bid, in the time stated therein within ten (10) calendar days of the date of the Notice to Proceed to be issued by the Owner.

The undersigned Bidder hereby acknowledges receipt of the following Addenda [insert the number and date of each Addendum; if none, insert “None”]:

The undersigned Bidder is duly organized and existing under the laws of the State of ______________________________ as a:

(1) ___ Sole Proprietorship;
(2) ___ Partnership;
(3) ___ Corporation; or
(4) ___ Other legal entity (specify) _____________________.

The Bidder’s Federal I.D. number, or Social Security number if the Bidder is an individual, is as follows: _____________________.

In accordance with the Invitation to Bid, the following are attached hereto or enclosed herewith:

(1) Original and two (2) duplicates of this Bid, appropriately marked;
(2) Corporate Certificate or Partnership Certificate (if applicable); and
(3) Noncollusion Affidavit of Prime Bidder.

The Bidder understands that the Owner reserves the right to reject any or all Bids, and to waive informalities in the bidding.
The Bidder understands that the Bidder is responsible to obtain all federal, state, and local permits required for the Project.

The Bidder agrees that this Bid may not be revoked or withdrawn for a period of sixty (60) days after the date and time of Bid opening, but shall remain open for acceptance for a period of sixty (60) days following Bid opening.

By submission of this Bid, the Bidder certifies that this Bid has been derived independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. The Bidder hereby certifies that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same Work and is in all respects fair and without collusion or fraud. The Bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The Bidder agrees to abide by all conditions of the Bid.

The full names, titles and addresses of persons and firms interested in the foregoing Bid as principals are as follows:

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Respectfully submitted,

[Typed name of Bidder]

By: ______________________ [seal]  
   [Signature]

[Typed name and title]

[Address of Bidder]

(_____) ______________________  
   [Business telephone number]

[Date of execution]
STATE OF _______________________
COUNTY OF _____________________

Came before me, ______________________________________________________, and after being duly sworn, deposes and says that he/she is ______________________________ of [Title], and that all of the foregoing is true and correct to the best of his/her information and belief.

_________________________________
[Signature of individual signing Bid]

Subscribed and sworn to before me this ___ day of _____________. 2____.

(seal)

______________________________
Notary Public

My Commission Expires: 
___/___/___
ATTACHMENT I: NO SUBMITTAL RESPONSE FORM

ITB Number: 15-752-092
Title: Emergency Generators

If your company will not be submitting a Bid in response to this Invitation to Bid, please complete this form and return or fax, prior to the ITB due date established within to:

DeKalb County Board of Education (the “Board”)
Sam A. Moss Service Center - Procurement Services
Attention: Belinda Quillet, CPPB, Procurement Specialist II
1780 Montreal Road
Tucker, Georgia 30084-6705
Fax (678) 676-1475

This information will assist Procurement Services in the preparation of future ITBs.

Company Name: __________________________________________________________________________
Contact: __________________________________________________________________________________
Address: ___________________________________________________________________________________
Telephone: _________________________________ Fax: ____________________________
Email: _____________________________________________________________________________________

Please check reason for a “no submittal.”

_____ Specifications ‘too tight,” geared toward one brand or manufacturer (explain below)
_____ Insufficient time to respond
_____ Specifications unclear (explain below)
_____ We do not offer this service or an equivalent
_____ Our schedule does not permit us to perform
_____ Unable to meet specifications
_____ Unable to meet bond requirements
_____ Unable to hold prices respondent throughout the term of the contract period
_____ Unable to meet insurance requirements
_____ Other _____________________________________________________________________________

Explanation: ______________________________________________________________________________
__________________________________________________________________________________________

If submitting this form, only this form needs to be returned.