To: All Bidders

The Forsyth County School System’s Purchasing Department would like you to supply us with a Bid for Miscellaneous Paper. Pricing shall remain firm as per the terms of the contract. The Forsyth County School System is tax exempt.

The Bid Opening is: # B20-05 February 27, 2020 3:00 PM
(BID #) (DATE) (TIME)

Responses to this Request for Bid must be in a sealed envelope and must be marked with your company name, and Bid number. Please allow ample time for delivery. Bids received late will not be considered. For mailing purposes, please address to:

FORSYTH COUNTY SCHOOL SYSTEM
Brad Richardson, Director of Procurement Services
BID # B20-05
441 Canton Hwy
Cumming, GA 30040

Bid will be opened at the Forsyth County School System’s Purchasing Department located at 441 Canton Hwy Cumming, Georgia.

Respectfully,

Brad Richardson
Director of Procurement Services
GENERAL TERMS AND CONDITIONS

1.0 PREPARATION OF BIDS

1.1 Bids must be on Bid Forms furnished with this Invitation to Bid. They must be submitted in a sealed envelope marked with your company name and “BID B20-05, Miscellaneous Paper” clearly marked on the outside of the envelope.

1.2 Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation to Bid. Bid forms must be completed in their entirety. 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 FCS. Each bidder is required to furnish all information requested in the Invitation to Bid.

1.3 Each bidder is responsible for having knowledge and understanding of any applicable State of Georgia Code and FCS regulations or policies pertaining to FCS procurement.

1.4 FCS Purchasing Regulations are hereby acknowledged understood, and agreed to by both parties and are hereby fully incorporated into the Bid and Bid Contract.

1.5 Conditional Bids- Bids that in any way qualify or vary the terms and conditions and specifications of this Bid may be considered non-responsive and disqualified from consideration of award.

2.0 COMMUNICATIONS WITH FCSS STAFF

2.1 All communications concerning this BID must be submitted in writing to the FCS Purchasing Department. Email to ttryan@forsyth.k12.ga.us is the preferred method of communication. Only written questions submitted via email will be accepted. No response other than written, distributed by the Purchasing Department will be binding upon FCS. User departments may be called upon for clarification in their area of expertise at the discretion of the Purchasing Department. Questions must be received by 5:00 P.M. February 14, 2020.

2.2 From the issue date of this BID until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with school system employees and/or contracted agents related to this BID for any reason except as authorized by the Purchasing Department. Violation of this provision may result in rejection of the bidder’s response.

2.3 It is the vendor’s responsibility to check the FCS Current Solicitations website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

3.0 SUBMISSION OF BIDS

3.1 The Original and One Copy of the Bid must be received at the Forsyth County School System, Attention: Purchasing Department, 441 Canton Hwy, Cumming, Georgia 30040 no later than the date and time (determined by the date/time stamp of the FCS) set forth in the Invitation to Bid.
3.2 The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

3.3 **Any bid received after the designated time will be deemed late and will not be considered by the FCS.** Telephone or fax quotations in lieu of Bid Form will not be accepted. FCSS cannot be responsible for lateness of receipt due to delivery delays.

3.4 Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.

4.0 **SPECIFICATIONS**

4.1 Any deviation from the specifications must be clearly identified in a letter accompanying the bid. The furnishing of cuts, catalogs or printed descriptions will not relieve the bidder of this requirement. FCS shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Invitation to Bid. If FCS determines that the modifications or deviations from the specifications are not in compliance, the bid may be rejected.

4.2 A vendor’s failure to deliver any items/services according to specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the vendor’s list. If any items do not meet these specifications, the items will be picked up at vendor’s expense and removed from FCS property at the sole cost of the vendor.

4.3 For Goods: Manufacturers listed, as “Model Equivalence” in the Invitation to Bid is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. FCS will be the sole determiner as to whether the substituted item is of equal or better specification.

4.4 If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in Bid document as well as current industry standards. Replacement units must be made available to FCS for review and approved prior to the end of life of the awarded model. FCS reserves the right to accept or reject the replacement item.

4.5 All products and materials furnished must comply with all applicable federal, state, and local laws, codes and regulations.

5.0 **PRICES QUOTED**

5.1 Prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Forsyth County School System reserves the option to renew the bid annually if agreeable to both the successful bidder and the Forsyth County School System. Bid may be renewed up to four times annually.

5.2 Quantities/amounts shown on the Invitation to Bid are estimates. Bidders are advised that the actual number purchased/required may vary from those on the Invitation to Bid, depending upon the needs of the FCS and the availability of funds.

5.3 Bids that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
5.4 Pricing must be submitted on Bid Form as requested without conditions unless called for in Special Terms & Conditions.

5.5 For Goods: Bids must include all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

6.0 SAMPLES

6.1 When required, samples must be furnished at the bidder's expense.

6.2 Samples are to be tagged or labeled as directed in the Special Terms and Conditions.

6.3 Samples not used or destroyed in testing will be returned to the bidder at bidder’s request and at bidder’s expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions, samples will become the property of FCS.

7.0 AWARDS

7.1 FCS reserves the right to accept or reject any part of a submitted bid (in whole or in part), to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject any and/or all bids submitted or waive any minor irregularity.

7.2 FCS reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof.

7.3 Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product or services specified. The lowest responsible bidder will not, therefore, always be the bidder who has submitted the lowest monetary bid. Award of bids will be made in the best interest of FCS.

7.4 Purchases by the FCS are not subject to Federal Excise Tax or State and Local Sales Tax. No taxes should be included in this Bid.

8.0 CONTRACT

8.1 THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE BIDDER AND RETURNED WITH THIS BID IN ITS ENTIRETY.

8.2 It is understood and expressly agreed that, upon proper acceptance of any or all items by the Purchasing Department, a contract shall hereby be created.

8.3 Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from bidders list.

8.4 Unless otherwise stated in the Special Terms and Condition, FCS requires that all prices quoted will be firm for 12 months from award of contract.
8.5 By signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products and services as bid. In addition, vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special T&C.

8.6 Authority- Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that person as duly authorized to enter into this contract on behalf of such party.

8.7 Choice of Law and Venue- The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Forsyth County, Georgia.

8.8 Entirety of Contract- All documents submitted in response to the BID, including any attachments and appendices are incorporated into the contract between FCSS and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the Bid Response by the Vendor conflicts with the language of the Bid, the language of the Bid shall govern and control for all purposes, unless consented and agreed to by FCS in writing.

8.9 FCS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of FCS.

9.0 SHIPPING

9.1 All prices are to include delivery to the location(s) specified in the Invitation to Bid or the Purchase Order. All delivery for goods must be FOB destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by FCS.

9.2 In the event of damage, shortage, or other loss resulting from shipment to any FCS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.

9.3 FCS reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the vendor list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by FCS.

10.0 INVOICING

10.1 Payment will be made by the FCS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the FCS authorized representative.

10.2 All accounts are paid on a current basis. Best effort will be made by FCS to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of FCS signature) at destination or from the date a correct invoice is received, if later than the date of delivery.
10.3 **Invoicing Procedure** - Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or by machine. Invoices will be paid within 30 days of receipt of invoice and within 30 days of notification receipt of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and FCS purchase order number.

11.0 **ASSIGNMENT, DELEGATION, OR SUBCONTRACT**

11.1 Except as may be specifically permitted by the Bid, Vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Vendor personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of FCS, which consent may be withheld at its sole discretion.

12.0 **INDEMNIFICATION**

12.1 The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit FCS property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. Vendor’s obligation under this section shall not extend to any liability caused by the sole negligence of the FCS, or its employees.

13.0 **INSURANCE**

13.1 Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia. **Proof of insurance must be available at the request of FCS at any point of the evaluation process or during the life of the contract.**

1. **Worker's Compensation Insurance**: In accordance with Georgia Code.
2. **Commercial General Liability**: Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.
3. **Automobile liability**: Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed under the contract. The successful bidder shall be required to list the Board as additionally insured.
4. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded Vendor’s insurance policy for the duration of this contract.

14.0 **TERMINATION**

14.1 **Termination** - If FCSS or the successful vendor(s) wish to cancel this contract, written notice thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. FCS reserves the right to terminate without warning in the event of critical and/or material breach of contract.
15.0 ADDENDUM

15.1 Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. Vendor is responsible for checking the webpage frequently during solicitation period for any potential addendums.

16.0 SPECIAL TERMS AND CONDITIONS

Should the General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.
SPECIAL TERMS AND CONDITIONS

1.0 PURPOSE

This purpose of this bid is to supply the Forsyth County School System with miscellaneous paper as per the terms and conditions of the bid document. Individual FCS schools and departments will order miscellaneous paper on an as needed basis, to be shipped directly to the respective ordering location. Pricing is structured as a one-year contract with semi-annual economic price adjustments as per section 3.7 of the Special Terms and Conditions.

2.0 MINIMUM REQUIREMENTS

The table below lists the minimum requirements that will be required of the awarded vendor(s) for the entire duration of Bid B20-05. Please indicate by placing your initials in the block provided below if you are able to meet the minimum requirements. Please be advised that all minimum requirements must be met with no deviations in order to be considered for award.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>No minimum orders</td>
<td></td>
<td></td>
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<tr>
<td>1-3 day delivery to all FCS locations after receipt of purchase order</td>
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<tr>
<td>All pricing held firm for 6 months as per the terms and conditions of the bid document</td>
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<tr>
<td>Invoicing shall always reflect contracted price to include orders received when both contract and non-contract items are on the same purchase order and when FCS has entered the incorrect price.</td>
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<tr>
<td>No substitutions unless previously approved by FCS</td>
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<tr>
<td>Submit full list of colors with vendor part numbers if awarded a contract.</td>
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</tbody>
</table>

3.0 CONTRACT DETAILS

3.1 Particular makes or trade names are specified to establish quality standards. Bidders are at liberty to offer substitute items as approved alternatives on the Bid Form. FCS is the sole determinant of approved alternatives.

3.2 FCS will place orders under this contract on an as needed basis. No minimum order requirements of any kind are allowed.
3.3 All prices are to be F.O.B. Destination and include all charges for delivery to the address listed on the purchase order.

3.4 The quantities listed on the bid form are estimates only based on historical purchase data.

3.5 Samples may be required during the evaluation of this bid. If requested, vendor shall provide samples to FCS at no cost.

3.6 If awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in Bid document and must be offered at the contract rate used for the discontinued items. Replacement products must be made available to FCS for review and approved prior to the end of life of the awarded model. FCS reserves the right to accept or reject the replacement item.

3.7 This contract is structured as a one-year agreement with an economic price adjustment. Other than price, all other terms and conditions must be valid for one year. Initial price must remain firm for Six (6) Months from the date of award. After that time, awarded vendor may submit economic price adjustments every six months. Consideration for price adjustment must be submitted in writing to FCS Purchasing no later than two weeks before potential adjustment period. Failure to do so will result in forfeiture of ability to adjust price. FCS reserves the right to accept, negotiate, or reject and re-solicit, whichever is in the best interest of school system. In addition, FCS expects vendor to act in good faith and submit price decreases if supported by the market.

3.8 Failure to hold pricing firm as stipulated in this Bid or for an unauthorized product substitution may result in termination of contract and suspension/debarment from future business opportunities with FCS.

3.9 For the purposes of this particular bid, FCS may look at delivery time as a consideration for award. All bidders shall provide the earliest possible delivery date upon receipt of purchase order.

3.10 The FCS reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof. Award of bids will be made in the best interest of FCS. FCS is the sole determinant regarding the acceptance of “equal to” and budget offerings.

4.0 **BID FORM**

Vendor is responsible for downloading and submitting pricing as requested on the attachment entitled Bid Form. Only the pricing submitted on this form will be considered. Pricing offered in differing formats, or on owner forms will not be accepted as cost submission.
THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE BIDDER AND RETURNED WITH THE BID PACKAGE.

**B20-05 - CONTRACT AGREEMENT**

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Miscellaneous Paper** to the Forsyth County School System and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Coordinator gives authorization. In the event bidders fail to comply, they may be removed from the vendors’ list.

_________________________________________  ____________________________________________
Company Name                                           Representative’s Signature
(Must be signed in ink)

_________________________________________
Address                                               __________________________________
Representative’s Name
(Please type or print)

_________________________________________
City, State, and Zip Code                                __________________________________
E-Mail Address

_________________________________________
Date                                                   __________________________________
Telephone Number and Extension

Terms  (If payment terms are not indicated, will be determined to be net 30 days).

_________________________________________
Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

*For purposes of this solicitation, Lead Time is defined as the number of days between vendor receiving order and the good/service being “received” at FCSS location.*

**PRICES MUST REMAIN FIRM AS PER THE TERMS OF THE CONTRACT.**

Signing the Contract Agreement affirms that the original Bid document has not been altered in any way.

Upon notice of Award, this page will become the prevailing Contract Agreement between your organization and the FCSS.
VENDOR QUESTIONNAIRE

Questionnaire information will be utilized in the evaluation of this Bid. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed “non-responsive” and eliminated from consideration.

1. How long have you been in business? ____________________________________________

2. Give us background information on your company, including delivery and warehousing capabilities, as well as any financial ratings available. ____________________________________________
   ____________________________________________
   ____________________________________________

3. Have you done business with other school systems?

   Yes ______________ No ______________

   If yes, name system and volume of business ____________________________________________
   ____________________________________________
   ____________________________________________

4. Do you have a local representative in the metro Atlanta area? __________ If Yes, please provide name and contact information:

   ____________________________________________
   ____________________________________________
   ____________________________________________

______________________________  ______________________________
Signature of Vendor              Name of Company

________________________________________________________________________
Address                                                             City, State, and Zip Code
**VENDOR REFERENCE SHEET**

References will be utilized in the evaluation of this Bid. Vendor must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed “non-responsive” and eliminated from consideration. It is not the responsibility of FCSS to pursue and obtain incomplete and/or inaccurate reference information, to ensure that references respond to our reference request, or to consider references not listed on this form.

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