

Purchasing Department

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 B24-02, Vertical Files & Bookcases** 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 FCSS. 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 FCSS regulations or policies pertaining to FCSS procurement.
- 1.4 FCSS 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 FCSS Purchasing Department. Email to ttryan@forsyth.k12.ga.us is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Purchasing Department will be binding upon FCSS. 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 PM, January 25, 2024.**
- 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 FCSS 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, 2150 Keith Bridge, 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.

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- 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 FCSS.** 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. FCSS 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 FCSS 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 FCSS 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. The FCSS 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 FCSS for review and approved prior to the end of life of the awarded model. FCSS 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 FCSS 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.

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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 FCSS.

7.0 **AWARDS**

7.1 The FCSS 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 The FCSS 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 responsive 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 FCSS at its sole discretion.

7.4 Purchases by the FCSS 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, FCSS requires that all prices quoted will be firm for 12 months from award of contract.

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- 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 FCSS in writing.
- 8.9 FCSS 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 the FCSS.

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

10.0 INVOICING

- 10.1 Payment will be made by the FCSS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the FCSS authorized representative.
- 10.2 All accounts are paid on a current basis. Best effort will be made by FCSS 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 FCSS signature) at destination or from the date a correct invoice is received, if later than the date of delivery.

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- 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 FCSS 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 FCSS, 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 FCSS 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 FCSS, or its employees.

13.0 TERMINATION

- 13.1 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. FCSS reserves the right to terminate without warning in the event of critical and/or material breach of contract.

14.0 ADDENDUM

- 14.1** Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. Vendor is responsible for checking the web page frequently during solicitation period for any potential addendum.

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1.0 **PURPOSE**

This purpose of this bid is to supply the Forsyth County School System lateral files and bookcases as per the terms and conditions of the bid document.

2.0 **CONTRACT DETAILS**

- 2.1 FCS will only accept bids for the makes and models listed on the bid form below. No other alternatives will be accepted at this time. Use the bid form to below to price HON or Global products only. FCS will award one or the other and will not be ordering both options.
- 2.2 It will be the intentions of FCS to purchase lump sum by location for the quantities listed on the bid form.
- 2.3 If the awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item for FCS to review. The replacement brand/model must meet or exceed minimum specifications listed in bid document and must be offered at pricing that aligns with the previously awarded product. 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.
- 2.4 **Delivery & Install** -All unit prices are to be F.O.B. Destination and must include all charges for inside delivery and installation to the new Midway Elementary School on or about the last week of April.
- 2.5 All units must be new and unused. The use of refurbished equipment and/or accessories is strictly prohibited.
- 2.6 For any furniture found to be DOA (Defective On Arrival), awarded vendor shall expedite a replacement unit at no cost to FCS. The standard manufacturer's warranty shall not be used to replace a DOA unit.
- 2.7 Pricing shall include any standard manufacturer's warranty. Vendor shall provide warranty information with bid.
- 2.8 **Contract Terms-** All pricing, terms and conditions shall remain firm as per the contract terms herein. In the event of default to any material element of the contract, FCS reserves the right to not consider the vendor and/or manufacturer for future solicitations and awards. In addition, breaches determined unreasonable or serious by FCS, may result in vendor/manufacturer suspension or debarment from future FCS procurement functions.
- 2.9 Pricing shall remain firm for two weeks after award. It will be the intentions of FCS to award no later than February 7th.
- 2.10 The time of delivery of products and willingness to meet certain schedules may be a consideration for this bid. Vendors must state all delivery times in the bid form provided and shall adhere to those times if awarded.
- 2.11 **References** - FCS may utilize the responses received from references for consideration under this bid. FCS is requesting three references of similar size and scope where your company delivered and installed similar furniture quantities preferably in the K12 environment.

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3.0 SCOPE OF WORK

- 3.1 Delivery & Installation** - FCS will only accept bids that include full inside delivery with installation. This process includes inside delivery, removal of packing and set in a designated place in rooms throughout the school building on one level. Please note FCS requires each piece of furniture to be delivered to a designated room and set in place in a desired spot chosen by FCS. Furniture will not just be slid into the room and left. All packing and debris shall be removed and disposed of by the vendor. FCS dumpsters are not available for use.
- 3.2 Timeline-** Midway ES is under new construction at this time. FCS has not determined an actual delivery schedule as we are not exactly sure when we can enter the building. Vendor shall be flexible and willing to work with FCS to accomplish this project once the building is ready for furniture installs. Estimated timeline for install is end of April.
- 3.3 Project Manager** – FCS is requesting a single point of contact that will assist us directly with this project. Please provide that information on the form provided below.
- 3.4 Hours** – Vendors shall be advised FCS may have specific working hours for this project. Currently our installations hours are 7:00 – 3:00 PM but are subject to change based on our needs. Vendor shall be flexible in their hours.

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4.0 BID FORM

Description	Est. Qty	Unit Cost	Extended Cost
HON H314 File Cabinet (Charcoal)	113		
HONHS72ABC Bookcase (Charcoal)	105		
Total Cost			
Lead Time			

Description	Quantity	Unit Cost	Extended Cost
Global Vertical File #26-401(Black)	113		
Global Metal Bookcase #93BC36-5	105		
Total Cost			
Lead Time			

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All bidders are advised that this project is sensitive and somewhat complex from a standpoint that these schools are new construction and may require logistical attention in order to navigate specific delivery windows due to multiple contractors coming in and out of the buildings prior to the school opening. FCS wants to make sure all bidders understand and can comply with all terms and conditions of the bid document specifically those detailed in section 3.0 of the special terms and conditions. It's imperative we have a good project manager and open communication with the awarded contractor in order to ensure this project is properly executed.

Please sign the box below confirming your company understands and can comply with terms and conditions outlined in the special terms and conditions of this bid document.

Print Name: _____ **Signature:** _____

Please include the name and contact information for the project manager that would be assigned to this project.

Name: _____ **Phone:** _____ **Email:** _____

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THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE BIDDER AND RETURNED WITH THE BID PACKAGE.

B24-02 - CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Vertical Files & Bookcases** 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 Director of Procurement Services 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

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.

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.

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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.

Company	
Address, City, State, Zip Code	
Size & Scope of Contract	
Name of Contact Person	
Contact Email & Phone	

Company	
Address, City, State, Zip Code	
Size & Scope of Contract	
Name of Contact Person	
Contact Email	

Company	
Address, City, State, Zip Code	
Size & Scope of Contract	
Name of Contact Person	
Contact Email	

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B24-02, Contractor 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.

Company Name: _____

Years in Furniture Business: _____

of Permanent Employees: _____

of Employees Assigned to FCS for this Contract: _____

of Service Vehicles Assigned to this Contract: _____

Can your organization meet all requirements of this solicitation, including but not limited to the specifications listed in the Special Terms and Conditions? _____ (Please Answer and Initial)

How many Comparable Contracts do you currently have in Georgia? _____

How many of these Contracts are: Government _____
K-12 Education _____

Where is the location of your nearest service facility? Please provide location and # miles from Cumming Ga)? _____

Has your company ever failed to comply with any contract awarded? (Explain if yes)? _____

Has your company ever lost a contract to any government entity based on poor performance or breach of contract (Explain if yes) _____

Is your company currently suspended or debarred from any government entity? (Explain if yes) _____

Are there any judgments, claims, legal proceeding or law suits pending or outstanding against your company or any of its officers (Explain if yes) _____

Is your company currently in bankruptcy proceedings or has it filed for bankruptcy in the past five years? (If Yes, please explain) _____

Please provide the name, title, contact information, and qualifications of person primarily responsible for the day-to-day management of this contract (Project Manager) _____

Do you perform Background Checks on the Employees that may be assigned to this contract, if so please detail the type of check (GCIC, NCIC etc) _____

Do you perform drug test on the Service Techs that may be assigned to this contract?(At Hire, Random, or Both)? _____

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IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number (4-6 Digits, no letters)

Date of Authorization (of E-Verify authorization)

Name of Contractor

Name of Project/Contract Number/Purchase Order Number

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:
