



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

INVITATION TO BID

BID NO. 24-547

DATE: March 30, 2023

FOR: DCSD Middle School Weight Room Equipment

ALL PRICES TO BE F.O.B. DESTINATION WITH FREIGHT PREPAID TO:

Various DeKalb County School District Locations

BID RESPONSES MUST BE RECEIVED IN THE PURCHASING DEPARTMENT:

- **BID SUBMISSION DEADLINE TIME 2:00 PM, Tuesday, April 25, 2023**
- **VIRTUAL PUBLIC BID OPENING 3:00 PM, Tuesday, April 25, 2023**

BIDS TO BE OPENED VIRTUALLY: Beginning 3:00 PM, Tuesday, April 25, 2023

DeKalb County School District – Vendor Services
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083-1027

BIDS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED

DeKalb County School District Bid Contact Person:

Carla L. Smith (678) 676- 0315 or email at solicitationquestions@dekalbschoolsga.org

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

COMPANY NAME _____

ADDRESS _____

AREA CODE, TELEPHONE NO., AND EXTENSION _____

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 _____

COMPANY FEDERAL I.D. NUMBER _____

DATE _____

COMPANY WEB PAGE URL _____

DeKalb County School District ("DCSD") 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. This solicitation will require DCSD Board of Education approval.

Bidders are required to submit **one (1) original, one (1) duplicate copy and one (1) pdf (flash drive) of the proposal.** **One (1) duplicate copy and one (1) pdf (CD or flash drive)** are required to be submitted with the original in a sealed package. It is recommended that the copy and the pdf be made after the original is complete and fully executed (signed and initialed) by the bidder's authorized representative.

Bidders must label each bid document set as "ORIGINAL" or "DUPLICATE" at the top of the first page. Bidder must label the pdf (CD or flash drive) with the **bid number and company name.**

Sealed Bid Response Submission Format and 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, signed by the certifying company official, and presented to the DCSD Purchasing Department according to the detailed instructions stated in this document.

SEE REQUIRED SUBMITTALS/DOCUMENT CHECKLIST – PAGE ___.

Bid responses must be sealed and clearly labeled and addressed as shown below. **See the Sealed Bid Identification Label posted to the website for printable labels.**

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 address area of your sealed bid container (whether envelope, box, express carrier package, etc.)

<p>Bid Number: 24-547</p> <p>Bid Name: DCSD MS Weight Room Equipment</p> <p>Due Date: Tuesday, April 25, 2023 @ 2PM EST</p> <p>Company Name: _____</p> <p>Company Mailing Address:</p> <p>_____</p> <p>_____</p> <p>Contact Person Name: _____</p> <p>Contact Telephone No: (____) _____</p>

<p>(SEALED BID RESPONSE)</p> <p>Carla L. Smith</p> <p>DeKalb County School District</p> <p>Purchasing Department</p> <p>1701 Mountain Industrial Blvd</p> <p>Stone Mountain, GA 30083-1027</p>

Boxes, express carrier packages and any other containers which enclose sealed bid responses must ALSO be clearly labeled as shown above and presented to the DCSD Purchasing Department as stated herein. **See the Sealed Bid Identification Label posted to the website for printable labels.**

Sealed bid responses ONLY are to be delivered to the Purchasing Department of DCSD. **DO NOT PLACE BID RESPONSES WITH SAMPLES. DO NOT SEND SAMPLES TO THE DCSD PURCHASING DEPARTMENT.** When samples are required, they are to be delivered directly to the user department according to the detailed instructions outlined in this document under the heading "Samples."

Sealed bids MUST be received by the Purchasing Department of the DCSD by the **DEADLINE TIME** stated on the cover of this solicitation. Bidders submitting bids in person must have their sealed bids date and time stamped upon delivery to the Purchasing Department of the DCSD by a Purchasing Department representative. Sealed bids must be placed in the care of a Purchasing Department representative.

Failure to follow these sealed bid label and submission requirements may cause bids to be declared non-responsive and rejected.

Time is of the Essence

Award criteria includes the most accommodating delivery dates as determined by DCSD. Specify your earliest _____ and latest _____ delivery or service commencement delivery dates after receipt of the purchase order.

Virtual Pre-Proposal Conference

All prospective bidders are invited to attend a Virtual Pre-Proposal Conference. The pre-proposal conference will be held on **Tuesday, April 11, 2023, at 1:00 PM via Microsoft Teams.**

Bidders must pre-register to attend. When registering your attendance, please enter “**Registration- Bid No. 24-547 DCSD Middle School Weight Room Equipment**” in the subject line of your email. Submit to **solicitationquestions@dekalbschoolsga.org** by **5:00 PM, Monday, April 10, 2023.**

The following information must be included in your request:

- Individual Name and Title
- Company Name
- Telephone Number
- Email Address

If more than one individual from your company is attending, please submit information on all attendees. The sign-in sheet for the pre-proposal conference will be compiled using this information and will be posted to the DCSD website within two (2) business days after the pre-proposal meeting.

A link will be sent to all registrants to participants in the virtual conference no later than 9:00AM, **Tuesday, April 11, 2023.**

Hand Delivery Submission of Bids

Prior to the submission deadline of Tuesday, **April 25, 2023** at 2:00PM EST, an appointment must be scheduled with the Purchasing Department by submitting an email request to **solicitationquestions@dekalbschoolsga.org**. Please enter “**Bid Submission Appointment – Bid No. 24-547 DCSD Middle School Weight Room Equipment**” in the subject line of your email. All appointments must be scheduled on a Monday, Tuesday, Thursday or Friday between 9:00AM-12:00PM Noon, before the **April 25, 2023** submission deadline. A confirmation of the appointment will be sent via email.

Virtual Public Bid Opening

The public bid opening will be held virtually through Microsoft Teams on Tuesday, **April 25, 2023** at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, **April 24, 2023** by 4:00PM EST, by sending an email to **solicitationquestions@dekalbschoolsga.org**. Please enter “**Public Bid Opening – Bid No. 24-547, DCSD Middle School Weight Room Equipment**” in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, **April 25, 2023** by 10:00AM EST.

Bid Prices

I hereby certify that the cost(s) included in this bid are accurate and binding for ninety (90) days from the Invitation to Bid 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 DCSD shall mean that the bid submitted remains valid until award, even if beyond ninety (90) days.

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

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: _____ Date: _____
(Company Name / Certifying Official Signature)

Price Provision

This is a term contract from **June 1, 2023 through May 31, 2024** with a price escalation/de-escalation provision at renewal/extension time. Bid prices will be firm from **June 1, 2023 through May31, 2024**.

Actual price(s) bid must be based on current manufacturer's price to the bidder plus bidder mark-up and consistent with market indices. Price changes (**up or down**) by the bidder to the 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 bidder. Only one (1) price change will be allowed during any 12-month period and **at the renewal/extension anniversary**, commencing with **June 1, 2024** (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 and if price changes occur. The written notification from the manufacturer (for DCSD) shall specify actual dollar changes or shall specify the price changes as a percentage.

The bidder shall provide the Purchasing Department of the 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.

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, the bidder must indicate in writing what the deviations are and must submit with the bid a 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:

Proposed Alternatives/Comparables/Equivalentents

If bidding an alternate/comparable/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 NON-RESPONSIVE AND REJECTED.** DCSD reserves the right to have an onsite viewing and demonstration of any alternates. DCSD will determine whether an alternate is acceptable, and the decision of DCSD will be final.

References

Bidder shall provide a minimum of **two (2)** client references, which are comparable to DCSD, and for whom 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 on page ____.

Brochures, Catalogs, Manuals, Websites, Literature

In addition to the formal response to this bid, all bidders are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVDs and any other marketing and informational media which will support and enhance their submission value.

Added Value

Bidders are encouraged to describe in detail all added value or additional services or benefits available and offered at **no cost** to DCSD in their bid responses. Attach and label as **“ADDED VALUE.”**

Illegal Immigration Reform and Enforcement Act of 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e. public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Bidders must complete and/or have their subcontractors complete the following forms:

- 1) Immigration and Security Certification
- 2) Bidder E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only)
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages **36-41** of this solicitation document. The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on **pages 39-41**. **Please be advised that pages 36-38 must still be completed.**

Signature of Engaging Official: _____ **Date:** _____
 (Company Name / Certifying Official Signature)

Financial Statements/Stability

Bidder shall provide a copy of their company's annual financial statements for the previous two (2) years – 2021 and 2022. Bidder shall provide a copy of their company's annual report for the previous two (2) years – 2021 and 2022, if it exists.

Business License

Bidders shall submit with their submission, 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.

Questions and Inquiries

It is intended that this bid be adequate for any bidder to respond to the DCSD's requirements. However, should bidders have questions; all questions shall be submitted electronically via email to solicitationquestions@dekalbschoolsga.org. Questions submitted to any other mail box, voice mail or e-mail address will not be considered for response. The deadline for receipt of bidder questions is **Monday, April 10, 2023 at 12:00 PM**. 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 following website no later than **Friday, April 14, 2023 at 4:30 PM**.

<https://dekalbschoolsga.ionwave.net/Login.aspx>

Bid Contact

The assigned contact person for this bid is Carla L. Smith, Executive Director for the Vendor Services department. Ms. Smith can be reached at (678) 676-0315 or by email at solicitationquestions@dekalbschoolsga.org.

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 from contacting DCSD employees or consultants for DCSD on any matter having to do in any aspect with this bid, other than as provided herein. Any and all contacts with such persons associated with DCSD 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, from the date of issuance of the Invitation to Bid until final DeKalb County Board of Education 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 DeKalb County Board of Education. Any violation of this restriction may result in the rejection of the bid response.

Board Member Communication with Prospective Vendors

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a bid is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

Merchantability and Quality

Bidder 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 bidder'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.):

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.

Conformity with Laws and Regulations

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

Exclusion of Trade Usages

This document contains all the terms, conditions and obligations to which DCSD and the successful bidder 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.

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.

Approval by the DeKalb County Board of Education

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education.

Cancellation

Awards, contracts, and extensions may be cancelled for convenience by the DeKalb County School District (DCSD) at any time. Any Cancellation by Owner will be effective three (3) business days after receipt of the written notice from the Owner to the Service Contractor. 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 requirements.

Conditional Bids

Bids that are conditional (e.g., "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 and rejected.

No Obligation/No Order(s) Guaranteed/Cost to Bid

The contract will be awarded to the lowest responsive and responsible bidder meeting the specifications within this Invitation to Bid if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. The acquisition of any program, product, or element by bidders to satisfy any requirements of this Invitation to Bid is the sole responsibility of bidders. There is no guarantee that any bidder will receive an order as a

result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the bidder in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the bidder. Expenses incurred by the bidder will not be reimbursed by DCSD or become a reason for placing an order with the bidder.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: _____ **Date:** _____
(Company Name / Certifying Official Signature)

Bidder 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 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.

Funding Provisions

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

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 bidder is notified otherwise and agrees in writing to the exercise of renewal and extension options.

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.

News Release

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

Non-Discrimination

DCSD does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, 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 DCSD 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.

Drug-free Workplace

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

Smoke-free Workplace

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

Rights Reserved

Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. DCSD reserves the right to accept or reject any and/or all parts of any bid response(s) submitted, to accept the entire bid from a single bidder, to accept portions of bids from multiple bidders, and/or to reject all bids submitted. 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. The decision of DCSD shall be final.

Addenda

It is the responsibility of bidders to frequently check for any addenda posted on the DCSD website - Purchasing Bulletin Board at the web address below. All posted addenda must be printed, signed by the Certifying Company Official, and included with the bidder's bid submission. Failure on the part of bidder's to make themselves aware of, and to comply with, all addenda requirements will not relieve them of this obligation. Click on the following link to the Purchasing Bulletin Board.

<https://dekalbschoolsga.ionwave.net/Login.aspx>

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(ies) 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, DCSD may pursue all available remedies including, but not limited to, suspension and/or debarment.

The bidder shall provide immediate written notice to the Purchasing Department of DCSD 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.

By signing and submitting this form, the bidder is providing the certification set out above.

Signature of Engaging Official: _____ **Date:** _____
(Company Name / Certifying Official Signature)

Further, the Purchasing Department of DCSD will check the SAMS website at <https://www.sam.gov/SAM/> to determine if the bidder is listed.

Bidder Performance

The successful bidder is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this Invitation to Bid. 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 and contract.

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 reserves the right to 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.

Georgia Open Records Act

All bids proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act which permits any citizen of this state to inspect and/or copy any documents prepared and maintained or received in the course of the operation of a public office or agency.

Non-Collusion

Bidders shall fully certify that they, as an individual or as an 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 response are 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.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: _____ **Date:** _____
(Company Name/Certifying Official Signature)

Conflict of Interest

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: _____ **Date:** _____
(Company Name/Certifying Official Signature)

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.

PERMITS AND APPLICABLE LAWS

Bidders shall at their own expense obtain all required local, state, and federal laws, permits, certifications, and licenses and shall comply with the most stringent provisions of local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, certifications, 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. Bidders shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

2 CFR 200.322(a)**§ 200.322 Domestic preferences for procurements.**

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

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.

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. Bidders will be issued paper checks only under special circumstances.

Assignment of Award

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

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.

Infringement

Bidders shall fully indemnify Indemnitees against any claims of infringement or any patent, copyright, trade secret, trademark, or other intellectual property rights related to the bidder's response to this bid or upon contract award. Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon contract.

Confidentiality and Non-Disclosure

Information made available to bidders 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.

Bidders 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.

Indemnification

1) The successful bidder shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this Bid), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to bidder's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the bidder its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to bidder's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

2) The successful bidder shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to bidder from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

- Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon services for any reason.

Certificate of Insurance

Certificate of Insurance and/or ACORD Form is required with solicitation submittal.

Insurance

The DCSD Risk Management Unit sets insurance and indemnification requirements for each solicitation.

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 ten (10) 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) Bidder 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 and companies acceptable to DCSD. Bidder shall procure the insurance policy or policies at the bidder'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 the certificate of insurance.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

- (2) Bidder is required to maintain the following insurance coverage during the term of this agreement:
 - (a) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Bidder shall have the ability to self-insure its required workers compensation coverage if bidder is an approved self-insurer in the State of Georgia.
 - (b) Comprehensive General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
 - (c) Comprehensive Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by bidder or bidder’s personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.
 - (d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.
 - (e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
 - (i) All policies and coverage shall be on an “occurrence” not “claims made” basis.
 - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
 - (iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
 - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
 - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
 - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
 - (f) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
 - Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate.
 Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by bidder, including captive or self-insured programs, with the prior written approval of DCSD.
 - (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity, applies to liability assumed by the named insured.
 - (iii) Shall include Indemnitees as additional insured.
 - (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this

- RFP) for losses arising out of this agreement.
- (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
 - (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFP).
- (g) Bidder shall require any and all subbidders performing work under this agreement to carry insurance of the types and with limits of liability as bidder shall deem appropriate and adequate for the work being performed. However, the obligations of the bidder to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subbidders. Further, bidder agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subbidder's acts or negligence in the same manner and to the same extent as if committed by the bidder. Bidder shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subbidders.

ALL BIDS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD WEBSITE AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Bidders are solely responsible to review and make themselves aware of DCSD bids posted on the following website:

<https://dekalbschoolsga.ionwave.net/Login.aspx>

THIS IS NOT AN ORDER.

Bid responses will be received in the Purchasing Department between the hours of 8:30 AM and 4:30 PM only, Monday through Friday, excluding DCSD holidays and closings as well as inclement weather closings.

DCSD is not responsible for misdirected mail, mail not received, and/or mail delivered late by designated carriers.

BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER THE BID DEADLINE DATE AND TIME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

BIDS DELIVERED TO ANY OTHER SCHOOL OR LOCATION OTHER THAN THE PURCHASING DEPARTMENT OF THE DCSD SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

BIDS DELIVERED BY EXPRESS CARRIER WITH PAID DELIVERY RECEIPT SERVICE AND THAT ARE RECEIVED IN THE DCSD OFFICE'S MAILROOM BEFORE THE SCHEDULED BID SUBMISSION DEADLINE SHALL BE CONSIDERED RESPONSIVE AND ENTERED POST OPENING INTO THE BID TABULATION.

LABELS WITH THE PROPER BID INFORMATION AS SHOWN ON THE INVITATION TO BID COVER SHEET AND IN COMPLIANCE WITH THE DETAILED INSTRUCTIONS STATED INSIDE THIS DOCUMENT ARE PROVIDED IN YOUR BID PACKAGE FOR YOUR CONVENIENCE AND USE. YOU MAY ALSO DOWNLOAD LABELS TO CUT AND PASTE ONTO YOUR SEALED BID RESPONSE ENVELOPE, BOX OR EXPRESS CARRIER PACKAGE BY CHOOSING ATTACHMENT 1 FROM THE INTERNET AT:

<https://dekalbschoolsga.ionwave.net/Login.aspx>

BID RESPONSES MUST BE SUBMITTED SEALED, CORRECTLY ADDRESSED AND IN COMPLIANCE WITH THE DETAILED INSTRUCTIONS STATED INSIDE THIS BID DOCUMENT.

BOXES OR EXPRESS CARRIER PACKAGES CONTAINING SEALED BID RESPONSES MUST ALSO BE CORRECTLY ADDRESSED AS SHOWN ON THE INVITATION TO BID COVER SHEET AND IN COMPLIANCE WITH THE DETAILED INSTRUCTIONS STATED INSIDE THIS BID DOCUMENT.

BIDS RECEIVED BY TELEGRAM, FACSIMILE, E-MAIL, OR TELEPHONE WILL NOT BE ACCEPTED.

NOTICE TO BIDDERS

FOR SECURITY REASONS, ALL BIDDERS ATTENDING BID OPENING MUST REGISTER AT THE SECURITY STATION FIRST FLOOR FRONT DESK AT 1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083 BEFORE ATTENDING BID OPENING.

ALL BIDDERS SUBMITTING BIDS IN PERSON MUST HAVE THEIR SEALED BIDS DATE AND TIME STAMPED UPON DELIVERY TO THE PURCHASING DEPARTMENT BY A PURCHASING DEPARTMENT REPRESENTATIVE AND SEALED BIDS MUST BE LEFT IN THE CARE OF A PURCHASING DEPARTMENT REPRESENTATIVE. PURCHASING DEPARTMENT REPRESENTATIVES WILL ISSUE RECEIPTS FOR BID SUBMITTALS IF REQUESTED.

SEALED BIDS LEFT RANDOMLY IN THE BUILDING, THE DIVISION OF FINANCE, OR THE PURCHASING DEPARTMENT WITHOUT BEING DATE AND TIME STAMPED OR WITHOUT ENSURING A PURCHASING DEPARTMENT REPRESENTATIVE TAKES POSSESSION OF SAME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

ANY CLAIM BY PROPOSING ENTITY OF ERROR IN THEIR PROPOSAL MUST BE MADE BEFORE PROPOSALS ARE OPENED, OR THE CLAIM SHALL BE DEEMED WAIVED. ANY PROPOSING ENTITY MAY WITHDRAW THEIR PROPOSAL AT ANY TIME BEFORE THE TIME AT WHICH PROPOSALS ARE DUE AND THE REQUEST FOR PROPOSALS IS CLOSED AND, HAVING DONE SO, NO PROPOSING ENTITY WILL BE PERMITTED TO RESUBMIT A PROPOSAL.

PURPOSE

The DeKalb County School District (DCSD) is seeking bids from highly qualified and experienced vendors to provide quality weight room/training equipment, as specified herein. The vendor will need to provide related installation and assembly of the equipment on site at 18 middle schools identified on **Attachment A**.

The weight room equipment is to help middle school students learn how to lift weights in order to perform better in competition and help reduce injuries. Learning how to lift correctly and safely helps the student athletes develop lifelong habits and will promote a healthy lifestyle.

SCOPE OF WORK

The vendor will need to provide related installation and assembly of certain pieces onsite. Required equipment and quantities are listed on the Bid Form.

The District's preferred product brands are noted; however, this Request for Proposals is not intended to exclude or limit competitive brands. **Brands of equivalent, or superior, quality may be proposed, however the bidder must validate the equivalency of the alternate brand. Company marketing or promotional material will not be accepted to validate equivalency; rather, third party documentation must be provided, showing that the brand is equal in all respects to the specified product, in terms of material composition, quality, reliability, durability, useful life, functionality, ease of use, safety, warranty, service and support.**

The Awarded offeror shall provide equipment and services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide and install weight room/training equipment for DCSD middle schools in accordance with the requirements of this RFP. There shall be no add-on charges of any kind. The company shall provide a total cost that includes required equipment and installation.

DCSD reserves the right to make multiple awards. DCSD at its discretion, determines the criteria and process whereby bids are evaluated and awarded.

Vendor Qualifications and Experience Requirements:

1. All vendors shall provide a concise description of the company, including origin, state of incorporation, background, and current size in their proposal. Include information concerning general organization and staffing as well as experience with similar projects.
2. The Vendor will describe its record of accomplishment in performing services comparable to those specified in this RFP, and other information relevant to deciding as to the ability of the Vendor to perform these services. The Vendor will describe its experience with providing and installing weight room/training equipment.

3. The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, price is an important factor in the determination of the selected proposal.
4. Provide a detailed written description of company's warranty quality and workmanship. Include the customer complaint resolution terms and process.

BACKGROUND CHECKS

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

Vendor WARRANTY Requirements

1. DCSD expects all participants to provide warranties on labor and workmanship.
2. Vendors shall provide a written copy of their labor and workmanship warranty. The warranty must describe, in detail, specific coverages, solutions and services offered, organizational structure, number of employees, and operation locations.

Evaluation of Proposal and Contract Award

Award of contract(s) will be based upon the proposal scores and, if required, follow-up interviews, at the District's option. Contract awards are conditional on final approval by the DeKalb County School District School Board. The District reserves the right to:

1. Select the firm that, in the District's judgment, will best meet the District's needs. Price is an important factor, but not the sole factor, in the proposal score.
2. Reject any and all proposals or waive any non-statutory informality.
3. Award a contract, multiple contracts, or portions of the whole, to more than one firm.
4. Not to award a contract, either as a result of proposals received, or any other reason.

An Evaluation Committee will evaluate the proposals using the following criteria:

Relative Weight	Evaluation Criteria
15	Demonstrated understanding of and responsiveness to the RFP
15	Qualifications and experience of firm and personnel
15	References
25	Delivery Date
30	Cost of Services
100	TOTAL SCORE

**DCSD MIDDLE SCHOOL FACILITIES
ATTACHMENT A**

Facility #	Facility Name	Address	City	ZIP	Geographic Region
406	Chamblee MS	3601 Sexton Woods Drive	Atlanta	30341	Region 1
207	Peachtree Charter Middle Facility	4664 N Peachtree Road	Atlanta	30338	Region 1
290	Sequoyah Middle Facility	3456 Aztec Road	Atlanta	30340	Region 1
897	Druid Hills Middle Facility	3100 Mount Olive Drive	Decatur	30033	Region 2
797	Henderson Middle Facility	2830 Henderson Mill Road	Atlanta	30341	Region 2
605	Tucker Middle Facility	2160 Idlewood Road	Tucker	30084	Region 2
1618	Champion Middle Theme Facility	5265 Mimosa Drive	Stone Mountain	30083	Region 4
201	Freedom Middle Facility	505 South Hairston Road	Stone Mountain	30088	Region 4
205	Redan Middle Facility	1775 Young Road	Lithonia	30058	Region 3
397	Stephenson Middle Facility	922 Stephenson Road	Stone Mountain	30087	Region 3
506	Stone Mountain Middle Facility	4301 Sarr Parkway	Stone Mountain	30083	Region 4
193	Chapel Hill Middle Facility	3535 Dogwood Farm Road	Decatur	30034	Region 5
1624	Lithonia Middle School Facility	2451 Randall Avenue	Lithonia	30058	Region 3
597	Miller Grove Middle Facility	2215 Miller Road	Decatur	30035	Region 5
291	Salem Middle Facility	5333 Salem Road	Lithonia	30038	Region 5
200	Cedar Grove Middle Facility	2300 Wildcat Road	Decatur	30034	Region 7
301	Columbia Middle Facility	3001 Columbia Drive	Decatur	30034	Region 6
401	Mary McLeod Bethune Middle Facility	5200 Covington Highway	Decatur	30035	Region 6

Vendor must provide pricing on the form below in the format requested. Manufacturer/Model# must be listed on this form.

Descriptive information including specifications must be included with response for each equivalent alternate product bid.

Vendor Name:

#	Equipment Name	Quantity	UOM	Bid As Specified, if not, Specify Equivalent Alternate Brand/Model#	Unit Cost	Extended Cost
1	Legend Pro Half Cage/Rack (with school logo)	54	Each			\$0.00
2	Legend Pro Series Self Adjusting Benches	54	Each			\$0.00
3	Legend Olympic Fitness Style Bar (45 lb)	54	Each			\$0.00
4	Olympic Jr. Style Bar (30 lb)	75	Each			\$0.00
5	Set of Rubber Hex Dumbbells (10-50 lbs)	18	Each			\$0.00
6	Olympic Bumper Plates (10lbs)	108	Each			\$0.00
7	Olympic Bumper Plates (25 lbs)	108	Each			\$0.00

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

8	Olympic Bumper Plates (35 lbs)	108	Each			\$0.00
9	Olympic Bumper Plates (45 lbs)	108	Each			\$0.00
10	Legend 15 Pair Pro Style DB (Rack)	18	Each			\$0.00
11	Plate Loaded Leg Extension/Leg curl	18	Each			\$0.00
12	Set of Soft Plyo Boxes (6, 12, and 18)	18	Each			\$0.00
13	Collar Sets	108	Each			\$0.00
14	1.5"30' Nylon Rope	54	Each			\$0.00
15	41" Band #2 13/16 Low Resistance Bands	108	Each			\$0.00
16	41" Band #3 1 1/8 Medium Resistance Bands	108	Each			\$0.00

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17	Rubber Mats 1/2"x4x8 Natural	54	Each			\$0.00
Subtotal Equipment Cost						\$0.00
Assembly/Installation Cost						
Total						\$0.00

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Bidder (the "Bidder") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Bidder **MUST INITIAL** the statement applicable to Bidder below:
 - (a) _____ **(Initial here)**: order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Bidder further warrants and agrees Bidder shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Bidders who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

- (b) _____ **(Initial here)**: Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

- (c) _____ **(Initial here)**: Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.
- 3) _____ **(Initial here)** Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 4) _____ **(Initial here)** Bidder agrees that, if Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1- .01, et seq that Bidder will secure from each sub -contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5) _____ **(Initial here)** Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature _____
Date

EEV/Basic Pilot Program _____
User Identification Number Date of Authorization

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20_____

Notary Public
My Commission Expires: _____

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT
Bidder E-Verify Affidavit

By executing this affidavit, the undersigned Bidder verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Bidder will continue to use the federal work authorization program throughout the contract period. Bidder hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number:

Date of Authorization:

Name of Project:

Solicitation Number (if applicable):

Name of Public Employer:

DeKalb County School District

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 Agent:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public

My Commission Expires:

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

Federal Work Authorization User Identification number:

Date of Authorization:

Name of Subcontractor:

Name of Project:

Solicitation Number (if applicable):

Name of Public Employer:

DeKalb County School District

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 Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 under a contract with _____ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: DeKalb County School District

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 Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for _____ and _____ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: DeKalb County School District

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 Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

CLIENT REFERENCES

(You are required to copy this form and use one form per reference.)

Attach and label "Bidder's Client References."

Company Name Providing Reference

Address City/State/Zip

Name of Contact Person

Telephone Number of Contact Person

Email Address of Contact Person

Date of Relationship

Important! This is a vital part of your bid submission. DCSD will verify customer references. It is advisable that you inform your reference contact person that you have listed him/her for reference.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

REQUIRED SUBMITTALS / DOCUMENT CHECKLIST

IMPORTANT NOTICE: Failure to provide the information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected. **Failure to sign this document at all signature lines may cause the submission to be declared non-responsive and rejected.**

Bidders are required to submit one (1) original, one (1) duplicate copy and one (1) pdf (CD or flash drive) of the proposal. **One (1) duplicate copy and one (1) pdf (CD or flash drive)** are required to be submitted with the original in a sealed package. Responses to this Invitation to Bid must be submitted on 8½" x 11" single-sided stock, in accordance with the directions outlined on page 2 of this document. All submittals must include the following items listed below in order to be considered responsive:

- This Invitation to Bid No. 24-547 DCSD Middle School Weight Room Equipment, must be the first document in the submission. This document consists of pages 1-32 and is located at

<https://dekalbschoolsga.ionwave.net/Login.aspx>

- Signature on all pages where required
- Addenda – each individual addendum must be printed, signed and inserted immediately following the solicitation document
- Bid Prices
- Business License
- No Obligation / No Order(s) Guaranteed / Cost to Bid
- Suspension and Debarment
- Non-Collusion
- Conflict of Interest
- Certificate of Insurance
- References
- Georgia Security and Immigration Compliance Act
- Audited Financial Statements for 2021 and 2022
- One (1) original, one (1) copy and one (1) flash drive/pdf of bid

END

OF

SOLICITATION