



## Vendor Services Department

Procurement  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

### Invitation to Bid (ITB) 24-467

## Catalog Discount Lawn Equipment, Repair Parts, and Supplies

### Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	August 24, 2023		<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
<b>Mandatory</b> Pre-Proposal Conference	N/A	N/A	Via Microsoft Teams ( <b>registration required</b> )
<b>Mandatory Site Visit</b> (if applicable)	N/A	N/A	N/A
IonWave Demo Virtual Session- <i>(Optional)</i>	September 6, 2023	2:00 PM	Via Microsoft Teams ( <b>registration required</b> )
Deadline to Submit Questions (Q&A)	September 11, 2023	12:00 PM	<a href="mailto:solicitationquestions@dekalbschoolsga.org">solicitationquestions@dekalbschoolsga.org</a>
Q&A Deadline Responses	September 15, 2023	4:30 PM	<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
Submission Deadline	September 19, 2023	2:00 PM	<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
Virtual Public Acknowledgement	September 19, 2023	3:00 PM	Via Microsoft Teams ( <b>Registration required</b> )

**SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>**

DeKalb County School District Solicitation Contact Person:

Carla L. Smith, Vendor Services Executive Director

(678) 676- 0120 and/or email at [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org)



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

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

# **INVITATION TO BID**

## **CATALOG DISCOUNT BID 24-467**

### **Lawn Equipment, Repair Parts, and Supplies**

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DeKalb County School District ("DCSD") extends this offer to submit a proposal 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.

***Format and Submission of Invitation to Bid***

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

The format requirements for ITB responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror's proposal, and facilitate an efficient and comprehensive evaluation of all responses. Responses must comply with the specifications and detailed instructions stated in this ITB document, be signed by the certifying company official, and be presented to the DCSD Vendor Services-Procurement Department according to the detailed instructions stated in this document.

- ITB responses must be submitted electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>.
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this ITB document. Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all the required information may be disqualified.

***All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.***

Time is of the essence. Specify your earliest \_\_\_\_\_ and latest \_\_\_\_\_ service commencement dates after receipt of award letter.

***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. **The successful offeror will be notified after DeKalb County Board of Education approval.**

***Funding Provisions***

No award or contract 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 any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

**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:

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**Cancellation**

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the ITB requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

**Payment to Successful Vendor(s)**

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at:

<https://www.dekalbschoolsqa.org/purchasing/>.

**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.

**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.

**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.):

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***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.

***Estimated Quantities***

The quantities shown in this ITB document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

***Exclusions of Trade Usages***

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.

***Conditional Bids***

Provisions within Bids that are conditional (e.g., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will be invalid and shall not be enforceable. Provisions within Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be invalid and the original instructions, conditions, or specifications within this ITB shall control. If any terms and conditions of the Bids contradict or come into conflict with the terms and conditions of this ITB then the terms and conditions of this ITB shall control unless such provision is specifically accepted by DCSD in writing.

***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 proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

***No Assignment of Award***

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

***The Laws of the State of Georgia***

This ITB and subsequent agreement are subject to the laws of the State of Georgia.

***§ 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, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

***Additional Terms***

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

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

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

# PART 1

## BACKGROUND AND INFORMATION

### **A. Objectives**

The DeKalb County School District (DCSD) is seeking catalog discounts from qualified bidders with professional qualifications, technical competence, and specialized experience to provide lawn equipment, repair parts and supplies as outlined in the scope of work in Part III of this ITB.

Awarded bidder shall provide 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 lawn equipment, repair parts and supplies, in accordance with the requirements of this ITB. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

### **B. General Information**

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

### **C. Procurement Process**

The procurement will be on a formally advertised basis. Bidders must be responsive to all aspects of this ITB.

### **D. Addenda**

It is the responsibility of bidders to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of bidders to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the bidder, and included in the bidder's ITB submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschoolsga.ionwave.net/Login.aspx>

### **E. Bidder Contact Person**

The assigned contact person for bidders is Carla L. Smith, Vendor Services Executive Director. Ms. Smith can be reached at (678) 676-0120 or by email to [solicitationquestions@dekabschoolsga.org](mailto:solicitationquestions@dekabschoolsga.org).

### ***F. Prohibited Contact(s)***

Except with the consent of the bidder contact person, all bidders, including any persons affiliated with or in any way related to the bidder, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this ITB, 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. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

### ***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 request for proposal 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.

### ***G. Virtual Session***

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on **Wednesday, September 06, 2023, at 2:00 PM EST.**

Those who would like to attend the virtual session, must register no later than **Tuesday, September 5, 2023, by 4:00 PM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "**Virtual Session – ITB Catalog Discount 24-467 Lawn Equipment, Repair Parts and Supplies**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Wednesday, September 06, 2023, by 1:00 PM EST**. (*Attendance is not mandatory.*)

### ***H. Mandatory Virtual Pre-Proposal Conference***

This solicitation does not require a mandatory virtual pre-proposal conference.

### ***I. Bid Submission Deadline***

Submittals responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**All potential bidders must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.**

Proposals in response to this ITB must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00PM, Tuesday, September 19, 2023**. Bids received after the stated deadline will not be considered.

### ***J. Virtual Public Acknowledgement***

The public acknowledgment will be held virtually through **Microsoft Teams on Tuesday, September 19, 2023, at 3:00PM EST**. Those who would like to attend the acknowledgement, please register no later than **Monday, September 18, 2023, by 4:00PM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "**Public Acknowledgement -ITB Catalog Discount 24-467 Lawn Equipment, Repair Parts and Supplies**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, September 19, 2023, by 11:00 AM EST**.

### ***K. Questions and Answers***

It is intended that this ITB be adequate for any bidder to respond to DCSD's requirements. However, should bidders have questions, all questions shall be submitted electronically to: <https://dekalbschoolsga.ionwave.net/Login.aspx>. Please enter "**Questions - ITB Catalog Discount 24-467 Lawn Equipment, Repair Parts and Supplies**" in the subject of the email. Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **September 11, 2023, 12:00 Noon**. Questions received after the deadline will not be considered. All questions received by **Noon, September 11, 2023**, shall be answered in writing

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and both the questions and answers will be posted to the following website on or before **Friday, September 15, 2023, 4:30 PM.**

Responses to questions will not be posted on official DCSD holidays.

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

## PART II

# GENERAL REQUIREMENTS

### **A. 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.

DCSD will look to the bidder and his/her identified personnel to coordinate and deliver the services described in this Invitation to Bid. The services shall not be delegated to sub-bidders or assigned to any third party.

### **B. 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.

### **C. News Release**

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

### **D. Non-Discrimination**

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

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

### **E. Drug-Free Workplace**

By submission of a response to this ITB, 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 substance or drugs during the performance of the contract.

### **F. Smoke-Free Workplace**

By submission of a response to this ITB, 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.

### **G. Costs Incurred**

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

There is no guarantee of any bidder receiving an award as a result of submitting a response to this ITB.

#### H. **Rebates And Special Promotions**

The successful vendors(s) shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract to DCSD. It shall be the responsibility of the vendor to notify DCSD of such rebates and/or special promotions during the contract period. The vendor(s) shall offer special promotions provided that the new price charged is for the item(s) is/are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

#### I. **Insurance**

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

**Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".**

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **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 **ITB** will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this **ITB**) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (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 of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

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

(2) Offeror 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. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.

(b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial 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) Automobile Liability Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror'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 occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) 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 (excepting (e) above)

(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 thirty (30) 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 **ITB**) 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.

(g) 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:

(i) 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 offeror, 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 except on coverages (2) (a) and (2)(e).
- (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this **ITB**) 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 **ITB**).

(h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

#### **J. Indemnification**

- 1) The successful offeror 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 **ITB**), 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 offeror'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 offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror'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 offeror 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 offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

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

#### **K. Illegal Immigration Reform and Enforcement Act of**

***Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".***

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) Offeror E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only); and
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror 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 Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

#### **L. Price Provisions**

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful bidder will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about November 2023. The initial contract duration shall be through June 30, 2024.** The contract may contain **four (4) years extension options** contingent upon DCSD's offer of such extension, the successful bidder's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. Only one (1) price change will be allowed during any 12-month period and shall be effective **at the renewal/extension anniversary**, commencing with **July 1, 2024** (the extension/renewal date) on any individual product or service included in this bid.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the bidder. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the bidder to deliver equipment or perform services in the time specified or in the manner required.

#### **M. Permits and Applicable Laws**

By submitting a bid, bidder acknowledges its acceptance of the ITB specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted bid.

If a bidder takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the bidder's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the ITB.

Bidders shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to 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.

#### ***N. Infringement***

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

#### ***O. Ownership Rights***

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

#### ***P. Non-Collusion***

**Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"**

Bidders shall fully certify that they, as individuals or as officials of a 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 ITB. Further, bidders guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

#### ***Q. Conflict of Interest***

**Upload this documentation under the Response Attachment tab via IonWave titled "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 Vendor Services- Procurement 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 **ITB** is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

#### ***R. Financial Stability***

**Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".**

1. Bidders shall provide a copy of their company's audited financial statements for the previous two (2) years – 2022 and 2023.
2. Indicate here if your company is publicly traded or not publicly traded:  
My company is publicly traded. \_\_\_\_\_/  
My company is not publicly traded. \_\_\_\_\_/
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2022 and 2023.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.

6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

#### **S. 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.

#### **T. Confidentiality and Non-Disclosure**

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

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

#### **U. Business License**

**Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE".**

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

#### **V. Protest Process**

This section describes the mandatory administrative procedure whereby Bidders submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:
  - a) appropriate identification of the solicitation;
  - b) a statement of reasons for the protest;
  - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
3. **Form of Protest.** At a minimum, the written protest must include the following:
  - a) the name and address of the protestor;

- b) appropriate identification of the solicitation;
- c) a statement of reasons for the protest;
- d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

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

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

**MAIL: Attention: Carla Smith, Executive Director**  
 DeKalb County School District  
 Vendor Services  
 1701 Mountain Industrial Boulevard  
 Stone Mountain, Georgia 30083  
**Email: [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org)**

**The Bidder must observe the following deadlines when filing a protest:**

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

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

5. **Stay of procurement during protest review.**

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

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

6. **Protest Resolution.**

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

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

### **7. Costs**

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

## PART III SCOPE OF WORK

### ***A. Purpose/Project Overview***

DCSD is seeking catalog discounts from qualified bidders with professional qualifications, technical competence and specialized experience **to provide lawn equipment, repair parts and supplies at DCSD facilities**, in accordance with the scope of work of this ITB. Our goal is to provide efficient service and quality performance while reducing costs.

Awarded bidder shall provide equipment and services in accordance with the scope of work, 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 and in accordance with the requirements of this ITB. There shall be no add-on charges of any kind.

DCSD, at its discretion, determines the process whereby bids are awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD reserves the right to add or remove DCSD facilities (schools, centers and portable classrooms) as needed.

### ***B. Project Scope of Work***

Each Contractor shall provide all supervision, coordination, vehicles, labor, staff, drivers, materials, supplies, tools, steel deck dollies, stand mule carts, hydraulic jacks, fork lifts, handling equipment, roll off containers, insurance, permits, licenses, registrations and fees, loading, transport, unloading, placing, packing, moving, assembly, set-up and placement of furniture, machinery, equipment tools, materials or supplies, incidentals, gratuities, and all things and services necessary to provide DCSD lawn equipment, repair parts and supplies. All costs associated with meeting the requirements of this ITB shall be the sole responsibility of the Contractor. The Contractor(s) will provide an individual who will manage all communications, scheduling, and coordination of lawn equipment, repair parts and supplies. The coordinator will review the existing District location to evaluate the scope of the move.

This is an Invitation to Bid for specified percentage discount level(s) off annually published digital catalog retail prices for of lawn equipment, repair parts and supplies.

**QUANTITIES** – Quantities to be purchased during the bid contract period are unknown, and all purchases will be made on an as needed basis throughout the bid contract period. The successful bidder(s) will be required to supply all catalog items ordered throughout the bid contract period.

### **PART I – CATALOG DISCOUNT TERMS AND CONDITIONS (Upload Required)**

DCSD requests that you quote one firm discount from your catalog prices. A sliding discount based on price ranges is also acceptable.

Bids will be awarded only to those companies that offer a discount to the DCSD against firm catalog prices.

Lawn equipment, repair parts, and supplies shall meet all federal, state and local codes, regulations and specifications.

Bidder shall sign below acknowledging and confirming compliance with all federal, state and local codes, regulations and specifications:

It is the expectation of the DCSD that orders placed with this Catalog Discount bid contract shall be delivered to any DCSD facility F.O.B Destination with freight prepaid by bidder. Your request for exceptions to the F.O.B Destination delivery may be listed below in number 4. DCSD must approve exceptions before the award or the bid.

1. Prices to be guaranteed as per Catalog Number, Title and Date.
2. Please clearly state the discount offered from your catalog prices.
3. Bidder must specify all catalog items not to be discounted and/or are excluded from this contract.
4. Specify items which may be excluded from F.O.B. Destination shipping.
5. Indicate quotation or contract number assigned to this catalog discount bid arrangement.
6. If your catalog is not a calendar year publication, specify the valid dates of your catalog and proposed mailing dates.
7. Bidders must upload a copy of the company's current catalog via IonWave at <https://dekalbschoolsga.ionwave.net/Login.aspx>

**PART II – E-COMMERCE, INTERNET ORDERS, WEBSITE TRANSACTIONS (Upload Required)**

Bidding vendors possessing electronic commerce capability may use the Catalog Discount open bid terms and conditions outlined in PART I to propose an electronic commerce arrangement for DCSD if awarded the bid.

The following information is required from bidding vendors who wish to propose an electronic commerce arrangement for DCSD:

1. State your company webpage URL: \_\_\_\_\_
2. State methods of payment accepted by your company when internet orders are placed.
3. Can your e-commerce software accommodate multiple ship to and bill to addresses?
4. Is your company e-commerce site secure? Describe the security features.
5. Explain in detail on-line volume discounts and/or rebates and/or incentive programs.
6. Describe distinguishing features for discounted or excluded items in your on-line catalog database.
7. Does your company assign an e-commerce support staff? Describe the level of support provided.
8. Does your company maintain a retail e-commerce site as well as a business discount e-commerce site?
9. Provide any other pertinent information regarding your company's internet e-commerce business.
10. Provide your company's e-procurement credentials (if applicable).
11. Does your on-line catalog include digital images of items? \_\_\_\_ YES \_\_\_\_ NO

**C. References**

***Upload this document under the Response Attachment tab via IonWave titled "References".***

Bidder must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the bidder is providing or has provided comparable services. Bidder's Reference Form, **References will be contacted.**

**D. Brochures, Catalogs, Manuals, Websites, Literature**

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

**E. REQUIRED CONTENT / DOCUMENT CHECKLIST**

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**IMPORTANT NOTICE:** Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

Bidders are required to upload one (1) pdf. copy electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx> of their response. Responses must be submitted on 8 ½" x 11" single-sided stock. Bidders must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All ITB submissions must include the following items and attachments.

The Invitation to Bid document, ITB Catalog Discount 24-467 Lawn Equipment, Repair Parts and Supplies (MUST BE the first document in the submission); this document is located at <https://dekalbschoolsga.ionwave.net/Login.aspx>

**Table of Contents for your submission**

- Audited Company Financial Statements/Company Annual Reports for 2022 and 2023 (**Upload Required**)
- Business License (**Upload Required**)
- Certificate of Insurance (**Upload Required**)
- Attachment A – Cost Proposal Form/Fee Schedule (**Upload Required**)
- Attachment B – Critical Paragraphs (**Upload Required**)
- Attachment C– Bidder's Client Reference Form (**Upload Required**)
- Attachment D – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment E – Suspension and Debarment Certification (**Upload Required**)
- Attachment F – Immigration & Security Certification (**Upload Required**)
- Attachment G- Conflict of Interest (**Upload Required**)
- Attachment H- Non-Collusion (**Upload Required**)
- Attachment I – **Solicitation Document Required with Signature Page** (**Upload Required**)
- Part I – Catalog Discount Terms and Conditions (**Upload Required**)
- Part II – E-Commerce, Internet Orders, Website Transactions (**Upload Required**)
- Company Catalog (**Upload Required**)
- Brochures, manuals, websites, literature, and/or other marketing media
- Addenda – Each individual Addendum must be printed, signed, and uploaded (if applicable).

**Attachment A**  
**ITB 24-467**  
**Lawn Equipment, Repair Parts and Supplies**  
**CATALOG DISCOUNT PRICE SHEET**

Bidder must provide an itemized list of all costs to DCSD associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your ITB submittal. Include added value services/items at "no cost." Prices must be held firm for annual extension options, if exercised.

**INSERT COST TABLE HERE, IF APPLICABLE**

**\*\* DCSD reserves the right to request and negotiate a "best and Final" response from Bidders. \*\***

**Complete the following:**

---

Company Name

Authorized Company Representative Name (please print)

Title

---

Authorized Company Representative Signature

Date

---

Address

---

Phone

---

Email

## Attachment B

### ITB 24-467 Lawn Equipment, Repair Parts and Supplies Critical Paragraphs

***Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."***

- 1) \_\_\_\_\_ This ITB does not commit DCSD to any offeror to this ITB. DCSD is not liable for any costs incurred by an offeror in responding to this ITB. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this ITB.
- 2) \_\_\_\_\_ Any news release or publicity pertaining to any phase of this ITB will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) \_\_\_\_\_ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this ITB. All addenda must be printed, signed by the certifying official and included in the ITB submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this ITB.
- 4) \_\_\_\_\_ Offerors to the ITB agree to fully indemnify DCSD as stated in the ITB, Part II, H, **page 14**.
- 5) \_\_\_\_\_ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) \_\_\_\_\_ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) \_\_\_\_\_ Offeror understands that this solicitation requires Board of Education Approval.

# Attachment C

## ITB 24-467

### Lawn Equipment, Repair Parts and Supplies

Attach and label "Offeror's Client References."

#### OFFEROR'S CLIENT REFERENCES

*(Please copy this form and use one form per reference.)*

Attach and label "Offeror'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/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.**

# Attachment D

## ITB 24-467 Lawn Equipment, Repair Parts and Supplies Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this ITB shall be used only for those purposes outlined in the ITB document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this ITB, the offeror shall consult with the DCSD ITB contact person as identified in the ITB document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

---

Offeror Company Name

---

Company Representative

---

Date

# Attachment E

## ITB 24-467

### Lawn Equipment, Repair Parts and Supplies

#### SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this ITB, the offeror certifies that the proposing 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 offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this ITB, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror 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 ITB submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror 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 offeror is providing the certification set out above.

Signature of Engaging Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(Offeror Company Name/Certifying Official Signature)

Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

# Attachment F

## ITB 24-467 Lawn Equipment, Repair Parts and Supplies 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) Offeror/Bidder (the "Offeror") 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 Offeror **MUST INITIAL** the statement applicable to Offeror 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; Offeror further warrants and agrees Offeror 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. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) \_\_\_\_\_ **(Initial here)**: Offeror 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. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

- 3) I \_\_\_\_\_ **(Initial here)**: Offeror 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.
- 4) \_\_\_\_\_ **(Initial here)** Offeror 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 Offeror 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)** Offeror agrees that, if Offeror 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 Offeror 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.

6) \_\_\_\_\_ **(Initial here)** Offeror 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: \_\_\_\_\_

DEKALB COUNTY SCHOOL DISTRICT  
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror 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 Offeror will continue to use the federal work authorization program throughout the contract period. Offeror 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: **Lawn Equipment, Repair Parts and Supplies**

Solicitation Number (if applicable): **ITB 24-467**

Name of Public Employer: **DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ 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: \_\_\_\_\_

**Lawn Equipment, Repair Parts and Supplies**

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

**ITB 24-467**

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 \_\_\_\_\_, \_\_\_\_\_, 202\_\_ 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 (5) 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): **Lawn Equipment, Repair Parts and Supplies**

**ITB 24-467**

Name of Public Employer: **DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ 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: \_\_\_\_\_  
**Lawn Equipment, Repair Parts and Supplies**

Solicitation Number (if applicable): \_\_\_\_\_  
**ITB 24-467**

Name of Public Employer: \_\_\_\_\_  
**DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ 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: \_\_\_\_\_  
\_\_\_\_\_

# Attachment G

## ITB 24-467 Lawn Equipment, Repair Parts and Supplies

### Conflict of Interest

**Upload this documentation under the Response Attachment tab via IonWave titled “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:**

\_\_\_\_\_  
**Company Name/Certifying Official Signature**

**Date:** \_\_\_\_\_

# Attachment H

## ITB 24-467 Lawn Equipment, Repair Parts and Supplies

### Non-Collusion

**Upload this documentation under the Response Attachment tab via IonWave titled "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:**

\_\_\_\_\_  
**Company Name/Certifying Official Signature**

**Date:** \_\_\_\_\_

# Attachment I

**ITB 24-467**

## **Lawn Equipment, Repair Parts and Supplies**

### **SIGNATURE PAGE**

I certify that I have read this ITB document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this ITB. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this ITB submittal. Further, I certify that the contents of the response to this ITB are true, accurate and complete.

\_\_\_\_\_  
Printed Name/Engaging Authorized  
Company Official

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Offeror's Company Name

\_\_\_\_\_  
Signature/Engaging Authorized  
Company Official

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**END**

**OF**

**SOLICITATION**