

ACTION MEMORANDUM

TO: Bibb County Board of Education

FROM: Rose Powell, Executive Director of Technology Services
Dr. Tanzy Kilcrease, Chief of Staff

SUBJECT: RFP 21-009 – Network Firewall

Summary

The Technology Department is seeking to upgrade the network firewall to accommodate the significant increase in network traffic due to digital learning initiatives.

Background

The summary of evaluation scores for RFP 21-009 are listed in the table below:

21-009 Network Firewall Scoring Summary

	Total	A - Bid Tabulation 21-009	A-1 - All Mandatory Bid Forms	A-2 - Total Project Price	A-3 - Completeness of Proposed Solution	A-4 - Business Stability and References	A-5 - Demonstrated Erate Experience
Supplier	/ 100 pts	/ 100 pts	Pass/Fail	/ 40 pts	/ 30 pts	/ 20 pts	/ 10 pts
A3 Communications	90.33	90.33	Pass	34.67	27.33	18.67	9.667
Carousel Industries	83.67	83.67	Pass	40	20	15.33	8.333
1 Accord Technologies	83	83	Pass	29.33	28.33	17.33	8
Layer 3 Communications	81	81	Pass	28	24	19	10

The funding for this hardware purchase will be from the 2021 ESPLOST Program.

Recommendation

It is recommended that the Bibb County Board of Education award RFP 21-009 to A3 Communications and authorize the Superintendent to issue the purchase order in the amount not to exceed \$362,008.34.

Superintendent's Comments and Approval

<u>Superintendent's Comments</u>	
Dr. Curtis L. Jones, Jr.	Approved

BIBB COUNTY SCHOOL DISTRICT
PROCUREMENT OFFICE
RFP 21-009

RFP Number 21-009

Date: 01/07/2021

Firewall RFP

Bid Responses Must Be Received in the Purchase Office:

Procurement Office

4580 Cavalier Drive, Macon GA 31220

Attention: Elaine M. Wilson Bid Number: 21-009 (Please make sure this is CLEAR on the FRONT Package)

Bids Received after Deadline Time will be considered non responsive and rejected

****Contact Person for Submission Questions is Elaine M. Wilson, Procurement Director of BCSD, via email at Elaine.wilson@bcsdk12.net****

TIMELINE FOR IFB

01/07/2021 Release RFP to the marketplace

01/21/2021 Questions Due in the Procurement Office by 3 pm, EST.

02/08/2021 Bid Due VIA BONFIRE ONLY by 10 AM, EST.

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

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE NUMBER (AREA CODE & EXTENSION): _____

VENDOR FAX NUMBER: _____

VENDOR EMAIL ADDRESS: _____

PRINT REPRESENTATIVE NAME: _____

SIGNATURE OF REPRESENTATIVE: _____

TITLE OF REPRESENTATIVE: _____

FED ID NUMBER: _____ - _____

DATE: _____

VENDOR WEB PAGE ADDRESS: _____

Ladies and Gentlemen:

The Bibb County School District takes this opportunity to announce that we are requesting bids for technology that meets the requirements listed within the specification.

All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department.

For technical questions regarding the Bonfire portal please contact Bonfire support.
<https://bcsdk12.bonfirehub.com/portal/support>.

support@gobonfire.com

Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late or incomplete bids will not be considered.

We have included a Bid File, as well as vendor packet to be returned with ALL BIDS.

If you have any questions concerning this bid, please submit them in writing to Elaine M. Wilson, elaine.wilson@bcsdk12.net. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

This particular bid will be funded utilizing E-Rate Funds, all responders should adhere to the E-Rate Guidelines.

Elaine M. Wilson
Procurement Director

- **Background:**

The Bibb County School District has over 20,000 students along with 43 sites. We are currently seeking a qualified contractor to provide some technology upgrades for six schools.

- **Invitation:**

The procurement office, on behalf of the Bibb County School District would like to extend a formal offer to all qualified contractors according to the specifications indicated within this IFB. Please review carefully all sections of the IFB. We want to make sure you are quoting the correct items as well as the installation as requested. Also, we frequently provide updates to the bid once they are released, we strongly encourage that you check the bid SITE on a daily basis up to the "Date of Closing" to ensure you have received ALL information pertaining to the solicitation.

This RFP is for products and services that will be funded by E-rate. Any vendor submitting a proposal for this RFP must be an E-rate authorized service provider, and must submit their SPIN number with the proposal. Only E-rate eligible products and services should be included in the proposal.

A. Specifications:

The Bibb County School District seeks to upgrade the current Firewall solution. This would include the installation, configuration and migration from our existing Cisco Firepower Firewall and must support 10 Gbps throughput with full capability of SSL inspection and all features turned on. A detailed turnover to the BCSD Network Data Security Coordinator and Network Engineers electronically and printed is required. This RFP does list specific brands which the district has a preference. Note that the district will consider all quotes with brands indicated OR EQUAL.

B. Specific Requirements:

- Quote all brands as listed OR EQUAL
- Solution must replace existing Cisco Firepower Firewalls at the Districts Network Operations Center and at the Districts Colocation with a preference of Cisco, Fortinet or Palo Alto.
- Solution must provide for uninterrupted functionality in the event of loss of connectivity to one site.
- Solution must provide 24/7 phone support and overnight hardware replacement services.
- Solution must include a 5-year warranty.
- Solution must provide edge security to separate Local Area Network from Public Internet.
- Solution must handle Intrusion Prevention/Intrusion Detection

- Solution must function as an Intrusion Protection/Intrusion Detection device and URL Filtering Device in conjunction with our existing content filter.
- Solution must be able to correctly classify all traffic and then determine source/destination and affect change to the stream if necessary.
- Solution must integrate with Microsoft AD/LDAP to associate traffic to user.
- Solution must have ability to adjust for optimal performance for bandwidth sensitive applications and deliver the same throughput and performance with application control active.
- Solution must be port agnostic and analyze all data on all ports all the time for applications identification and identify and control circumventors.
- Solution must allow configuring policy for all running features, including application, user and content id's and be able to use all three identification methods in a single policy, to accept or deny traffic, packet shape, QOS, Policy route traffic and deal with unknown traffic.
- Solution must allow policy creation and enforcement based on any combination of date, time-of-day, ingress and egress hardware port, ingress and egress of software port, application identification, user identification and content identification.
- Solution must include a Zero-Day threat prevention system that validates executable files passing through the firewall, and provides automatic cloud-based behavioral threat analysis of unknown executables, and automatic signature creation to block delivery for executable files that are deemed dangerous by the analysis system.
- Solution must decrypt outbound and inbound SSL.
- Solution must scan for viruses and malware in allowed collaborative applications.
- Solution must enable the same application visibility and control for remote users.
- Solution must have the ability to handle multiple VPN sessions.
- Solution must have the ability to limit or disable specific Applications, categories or traffic flows.
- Solution must provide real time threat prevention.
- Solution must support a minimum of 10Gbps of throughput with all features turned on.
- Solution must have the ability to work with Standards based protocols.
- Solution must be VoIP Compliant (Cisco)
- Solution must have the ability to provide automated in-depth reporting.

- Solution must provide onsite installation and support.
- Solution must include a transfer of knowledge to include overview of device features and management.
- Bid must include all costs related to the installation of solution (including material, labor, licensing, etc.).

C. Specific Requirements:

The Bibb County School District, is accepting **RFP** documentation from potential suppliers in accordance to the need of supplying a full bid package with all specified forms, and bid proposal tabulation sheet and E-rate Compliance.

We are requesting three (3) bid packages for submission:

- Director of Procurement of Bibb County School District
- Bibb County School District, Executive Director for Technology Services
- Review team

Evaluation:

Vendor Name	Category	Score (Maximum Points)
	Total Project Price	40
	Completeness of Proposed Solution	30
	Business Stability and References	20
	Demonstrated "E-Rate" Experience	10
	Total Possible Points	100

D. INTERPRETATION/ADDENDA:

If any questions should arise pertaining to the IFB Documents, the bidders may email the Director of Procurement, Elaine M. Wilson, elaine.wilson@bcsdk12.net, please include the IFB number in the Subject line, in order to guarantee a response to the question submitted. The questions should be received prior to the deadline within the **TIMELINE**.

E. ADDITIONAL INFORMATION:

Please mail the Procurement Office, utilizing the email: procurement@bcsdk12.net; please make sure you put your bid number in the subject line, and your questions will be addressed in a timely manner.

F. "Responsive" Bidder Criteria

- Capability of providing services and meeting schedule as indicated
- Warranties /Guarantees
- Ability to meet specifications/bid documents as indicated.
- Service and Support Capability
- Documented licensed as required by the State of Georgia
- Applicable Bond Information
- Responsible Award Amount for the Bibb County School District

G. Cancellation/Default of Contract

In the event the successful bidder, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor at least thirty (30) days before that termination date. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

H. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement.

Board Policy provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

I. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting bid proposals. Failure to do so will be at the bidder's own risk. The bidder may withdraw a bid prior to the bid opening date and time by requesting to do so in writing.

J. Standards of Acceptance of Bid Proposal for Contract Award

The Board reserve the right to reject any and all bids and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation shows it is not in a position to perform the contract.

K. Compliance with Laws

The bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.

Additional Requirements Procurement Compliance as Indicated:

I. Compliance:

Failure to meet the requirement of the specifications in any area not considered to be an informality will cause the bid to be non-responsive and the bid shall be rejected. The bid shall be offered and a contract shall be entered into in accordance with the term and conditions of the solicitation. BCSD reserves the right to waive any general or special condition if it is in the best interest of the District, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

II. Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document, and when necessary, obtain clarification prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provision set forth herein.

III. Clarification:

IF a clarification is required, the request shall be made in writing via email, Elaine Wilson at Elaine.Wilson@bcsdk12.net. The clarification will be emailed back, or posted online. If an addendum has to be posted, all bidders must acknowledge they received the addendum within their bid package.

IV. Bid Acceptance:

The BCSD reserves the right to reject any or all bids, or any part of any bids, to waive any formality and unless otherwise specified by the bidder to accept any items on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that the district has 60 days to accept or reject.

Corrections:

All prices and notations must be in ink or typewritten. Any correction shall be initialed in ink or typewritten by the person making the correction.

V. Conditional Bids:

Bids that are conditional (I.E. "Prices subject to change", Prices F.O.B. Shipping Point, etc.) will not be considered. Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-respondent.

VI. No Obligation/No Order(s) Guaranteed:

The acquisition of any program, product or element for these requirements is subject to the approval and funding of the BCSD, and no obligation or commitment is incurred by the BCSD from the receipt of any proposal documents, materials, or presentations. There is no guarantee of any vendor receiving an order as a result of a bid or request for quotation. Any/all costs incurred by the vendor in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the vendor. Expenses incurred by the vendor will not be reimbursed by the district or become a reason for placing an order with the vendor.

VII. Funding Provision:

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

VIII. Fiscal Year Funding Implication:

The fiscal year for BCSD begins July 1 and ends June 30. The solicitation and any resulting contracts(s) may contain renewal and extension options.

IX. Bid Pricing:

Each item should be priced as indicated in the proposal via price worksheet, cost sheet, or Exhibits. Payment terms discounts will not be considered.

X. Delivery Terms:

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed.

XI. Patent Indemnity

The contractor guarantees to hold the BCSD, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

XII. Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees, incurred by the district as a result of violations of the contract terms by any contractor.

Submission of Bids:

Bids shall be submitted:

- **Bids are submitted ONLY via BONFIRE; we are NO LONGER ACCEPTING HARD BIDS.**
- Fax Bids will NOT be allowed
- Only bids submitted on bid forms provided with this solicitation or copier's thereof will be considered.
- The Bid/Contract must be submitted without altercations.
- This entire bid document shall be submitted in a sealed envelope with company name, and bid opening date clearly reflected on the outside of the envelope, with the Solicitation number.

XIII. Error in Bid:

In case of an error in the price extensions, the unit price will govern. No Bid will be altered or amended after the specified time and date set for the opening. The District reserves the right to correct mathematical errors that cause an incorrect extension for an item or summary totals.

XIV. Award:

The BCSD reserves the right to award to the lowest responsive, responsible bidder. This may result in awards to other than the lowest bidder, or to reject any and all bids, if such action would result in the"

best value” for the district. Awards will be based on the total price of all items as presented on the Bid Form.

1. The District reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the BCSD Board of Education, bids submitted by that bidder will be rejected. The criteria used to determine responsibility shall include, but not limited to, the following:

- Delivery ability -- Bidder must demonstrate or has demonstrated to the District the ability to promptly and efficiently deliver all items on the bid list.
- Capacity -- Bidder must demonstrate to the District that they have the financial capacity to procure the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

Please be advised that it is the policy of the BCSD that all contracts are awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror. The contract will be conditional upon the offeror’s ability to comply with requirements set forth in the solicitation documents. Offeror shall not provide goods or services until a purchase order has been issued by BCSD Procurement Services Department.

XVII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the BCSD within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the BCSD shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the BCSD may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the BCSD reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XVIII. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

BIBB COUNTY SCHOOL DISTRICT
PROCUREMENT OFFICE
RFP 21-009

- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XIX. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the District, nor any member thereof, nor any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the District shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XX. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the District for costs to the school district in excess of the defaulted contract prices; provided, however, that the contractor shall continue the

performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XXI. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXII. Ineligible Bidders

The District may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the District. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. Alterations of Documents

Alterations of District documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXIV. Termination for Convenience

The District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for goods or services delivered or accepted. The District Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the District's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXV. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify District and protect, defend, indemnify and hold harmless Bibb District School District, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims

or actions made by the responding firm or other party performing the work, as approved by Bibb District School District. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the District, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XV. BCSD NONDISCRIMINATION

The contractor, by the submission of a proposal or the acceptance of a contract, does agree that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation and training. In the event of the contractor's noncompliance with the nondiscrimination policy of the BCSD, any contract or purchase order may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible to transact further.

XVI. UTILIZATION OF MINORITY AND SMALL BUSINESS ENTERPRISES AND LOCAL AND MINORITY LABORERS

Minority and Small Business Subcontractors. The Owner has adopted a policy indicating its desire to increase the opportunity for participation by minority business enterprises and small business concerns in all its construction projects. The Contractor acknowledges this policy and agrees that it will actively solicit and encourage bids from qualified subcontractors identified by the Minority Assistance Corporation or other agencies as minority business enterprises. The Contractor shall also actively encourage and solicit bids from subcontractors who qualify as small business concerns.

Utilization of Minority and Local Labor. It is the policy of the Owner that the contractor and all subcontractors shall, consistent with efficient contract performance, utilize to the maximum extent possible minority and local laborers and mechanics as on-site employees. The Contractor acknowledges this policy and agrees that the on-site labor force of contractors and all subcontractors shall include a meaningful representation of skilled and unskilled local and minority laborers and mechanics, consistent with the efficient performance of this contract. Meaningful representation for minorities means the employment of minority laborers and mechanics in at least the same proportion that minorities are represented in a discrete construction skill or craft in Bibb County and all adjacent counties, provided such individuals are available at the time of need. Meaningful representation of local laborers and mechanics means that at least 75% of the on-site work force of contractor and all subcontractors, taken as a whole, shall reside in the Bibb County and surrounding counties, provided such individuals are available at the time of need.

XVII. DRUG-FREE WORKPLACE

By submission of a proposal, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. 50-24-3 may cause suspension, termination of contract, or debarment of such Offeror.

XVIII. AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the Offeror.

XIX. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of BCSD for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

XX. RIGHTS AND REMEDIES

The rights and remedies of BCSD provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

XXI. INSURANCE

When the selected contractor has been identified, he will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within 15 days of the date of written notification to the contractor.

Worker's Compensation and Employer's Liability Insurance

The contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker's Compensation Limits: Statutory
Employer's Liability Limits:

Bodily Injury by Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 100,000 each employee
Bodily Injury by Disease	\$ 100,000 policy limit

Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the worker's compensation and employer's

liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement. The Waiver of Our Right to Recover from Others Endorsement, ISO Form SC 00 03 13 shall be attached to the policy showing the Owner listed in the Schedule.

Commercial General and Umbrella Liability Insurance

The Contractor shall procure and shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$250,000 each occurrence, as shall protect him and any Subcontractor performing Work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises - Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage must be on an occurrence basis.

Payment & Performance Bond

Bond as required by state regulations.

OFFEROR'S CHECKLIST

PROPOSAL NO.: _____

- All copies as indicated in this IFB
- Bid Tabulation Form
- The proposal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance and bonds required in this solicitation.
- All forms
- E-verify Affidavit (Supplies N/A)

COMPANY NAME

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

COMPANY FEDERAL ID NUMBER

COMPANY E-MAIL ADDRESS

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL

RETURN WITH PROPOSAL