



**BOARD OF EDUCATION**

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Mike Looney, Ed.D., Superintendent*

DATE: August 3, 2021  
TO: All Bidders  
FROM: Angela R. Young  
Executive Director of Contracting

RE: **Invitation for Bid No. 124-22, Athletic Equipment for Fulton County Schools**

Fulton County Schools (FCS) invites bids for furnishing any and all goods and/or services required for Athletic Equipment for Fulton County Schools.

Sealed Bids will be received subject to the attached terms specified in “Bid Conditions” at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Bids will be received up to **2:30 p.m.** local time (as per the Contracting Department’s time clock) on **Thursday, September 2, 2021**. Bids must be time stamped by FCS in the manner described herein in order to be timely.

Questions regarding the bidding process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email to [wecare@fultonschools.org](mailto:wecare@fultonschools.org). Only questions received prior to **4:00 p.m. on Thursday, August 19, 2021** will be considered.

Bids are subject to rejection if the signature page is not completed and returned with the bid on or before time of bid opening.

**BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND PLAINLY MARKED “INVITATION FOR BID NO. 124-22” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF THE BID OPENING. IF NOT SUBMITTING A BID, “NO BID” MUST BE INDICATED AS SUCH ALONG WITH THE BID NUMBER ON THE OUTSIDE OF THE ENVELOPE. FOR IDENTIFICATION PURPOSES, THE CONTRACTOR’S NAME AND COMPLETE ADDRESS MUST BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED.**

VISIT OUR WEBSITE AT [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org)

**NOTICE as to all Fulton County Schools premises: Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises. (O.C.G.A. § 51-16-3).**

**SOLICITATION NO. 124-22**

**INVITATION FOR BID**

**FOR**

**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**

**FULTON COUNTY SCHOOLS  
CONTRACTING DEPARTMENT  
THE ADMINISTRATIVE CENTER  
6201 POWERS FERRY ROAD  
ATLANTA, GEORGIA 30339**

**CONTRACTING DEPARTMENT**

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**CONTRACTING DEPARTMENT**

# BID CONDITIONS

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## SECTION I - PREPARATION AND SUBMISSION OF BIDS

### 1. INTRODUCTION

- a. To be entitled to consideration, sealed bids shall be made in accordance with the following instructions and **shall be received in duplicate and one (1) flash drive** in the office of the FCS Contracting Department, 6201 Powers Ferry Road, Atlanta, Georgia, no later than the date and time (determined by the time stamp in the FCS Contracting Department) set forth in the “Invitation for Bid,” at which time and place the bids will be publicly opened and read. Delivery of bids shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. postal service) only. The FCS time stamp placed on each bid is conclusive as to the time and date that FCS actually received the bid.
- b. Bids received after the date and time specified will not be considered.
- c. FCS reserves the right to reject any or all bids and to waive technicalities and informalities. The judgment of FCS on such matters shall be final.
- d. The terms Bidder, Vendor, Contractor and/or Bidder are synonymous in this document and refer to the person, entity or firm that submits the bid in response to this IFB.

### 2. GOVERNMENTAL ENTITY

- a. The governmental entity, the owner, for whom the work will be executed is:  
  
Fulton County School District, Georgia (hereinafter “FCS”).

### 3. PREPARATION OF BIDS

- a. All bids shall be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the bid shall initial corrections in ink.
- b. Specifications used are intended to be open and non-restrictive. Bidders are invited to inform the FCS Contracting Department whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the FCS Contracting Department rules that it is in the best interest of FCS to consider.

## CONTRACTING DEPARTMENT

## **BID CONDITIONS**

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### **SECTION I - PREPARATION AND SUBMISSION OF BIDS**

- c. Brand names and numbers when provided in solicitations are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- d. By submitting a bid, the Contractor warrants that any goods supplied to FCS meet or exceed specifications set forth in this solicitation.
- e. The FCS Contracting Department will be the sole judge in making determination as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the bidder. Bid on each item separately. Prices shall be stated in units specified in the solicitation.
- f. If any supplies, materials, and equipment are provided to FCS under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to FCS will be deemed to have breached the contract, and appropriate action will be taken by the FCS Contracting Department.
- g. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the bidder cannot meet the required delivery date, a bid should not be submitted. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract could result in the Bidder being declared in default.
- h. Bids shall be signed by an authorized officer of the company.
- i. Telephone or fax bids in lieu of the bid schedule will not be accepted.

#### **4. FAILURE TO BID**

If a bid is not submitted, the solicitation is to be returned marked “no bid.” Failure to provide a bid or “no bid” may result in the Contractor being removed from the FCS mailing list.

### **CONTRACTING DEPARTMENT**

## **BID CONDITIONS**

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### **SECTION I - PREPARATION AND SUBMISSION OF BIDS**

#### **5. TAXES**

FCS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in bids. However, in the event taxes are required by state or federal law for the services or products outlined in this bid, such taxes shall be the sole responsibility of the Bidder unless otherwise stated in writing and agreed to by FCS.

#### **6. CHARGES AND EXTRAS**

Bids are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. All pricing must remain firm for each year the contract is in effect.

#### **7. SOLICITATION QUESTIONS**

If an Bidder contemplates bidding and is in doubt as to the meaning of any part of these documents, he may request an interpretation. This shall be submitted in writing and addressed to the Executive Director of Contracting, FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339.

#### **8. ADDENDA**

No oral interpretations will be made as to the meaning of any part of the solicitation documents. Interpretations will be made by addenda only. The FCS will not be responsible for any other interpretations or explanations.

Failure to request an interpretation shall not relieve the successful bidder from the obligation to perform work in accordance with the contract as interpreted subsequently by FCS authorized representatives. Addenda issued in writing during the time of solicitation shall be addressed in the bid as appropriate, and each addendum incorporated in the subsequent contract. Copies of addenda will be posted on the Contracting Department Web Site [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org) for all who have obtained a set of solicitation documents from the web site to view and download.

#### **9. ADDITIONAL TERMS**

FCS shall not be bound by any terms and conditions included in any bidder's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or contract. FCS does not accept any terms or conditions from Contractor contracts on bids.

### **CONTRACTING DEPARTMENT**

## **BID CONDITIONS**

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### **SECTION I - PREPARATION AND SUBMISSION OF BIDS**

#### **10. REVISION OR WITHDRAWAL OF A BID**

A bid may be revised or withdrawn by the bidder prior to the bid opening date and hour with the permission of the FCS Contracting Department. Requests to withdraw a bid, along with support documentation, will be made in writing to the FCS Contracting Department. After the bid opening, the FCS Contracting Department, at its sole discretion, will permit withdrawal only when the best interest of FCS would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the bid not resulting from negligence and the mistake is clearly ascertainable. If withdrawal is allowed, FCS reserves the right to determine that the Contractor is chronically not responsible.

#### **11. FUNDS**

Award will be made at the option of FCS, to the lowest priced, responsive and responsible bidder or bidders meeting specifications within appropriated funds available.

#### **12. BID SCHEDULE**

Bid prices shall be submitted on the Solicitation Bid Schedule furnished by the FCS Contracting Department. All related correspondence containing information required by solicitation documents shall be attached to said schedule.

Bids shall be submitted in a sealed envelope addressed to the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Rd., Atlanta, Georgia 30339, plainly marked as a bid (nomenclature, time of bid, date and time of bid opening, and the solicitation number to be on bid envelope submitted) for the work as set forth in the Invitation for Bid.

Bidders shall bid on all alternates shown on the Bid Schedule. The acceptance of any or all alternates will be at the discretion of FCS with no reference to numerical sequence. Any alterations/modifications to the bid schedule may deem the bid non-responsive.

#### **13. EXAMINATION OF SOLICITATION DOCUMENTS**

Bidders are notified that they must thoroughly examine solicitation documents which may include: Cover Sheet, Table of Contents, Advertisement, Bid Conditions, Specifications, Bid Schedule, Drawings, General Conditions, and Technical Specifications together with Addenda thereto issued prior to the receipt of solicitation.

## **CONTRACTING DEPARTMENT**

## BID CONDITIONS

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### SECTION I - PREPARATION AND SUBMISSION OF BIDS

#### 14. COMPLIANCE WITH LAWS

All goods and/or services furnished shall comply with all applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all FCS policies, procedures, operating guidelines and/or regulations. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All Bidders shall include a notarized affidavit stating with specificity any “trade secret” as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 *et. seq.*), specifically O.C.G.A. § 50-18-72(a)(34). Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division.

#### 15. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to bid opening date. Only Bidders who participated in the solicitation are eligible to protest. Other protests shall be filed not later than three (3) working days after bid opening date, or if the protest is based on subsequent action of FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts giving rise to the protest. Protests are considered filed when received by the Executive Director of Contracting.

Protests which are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for the School District’s reasonable attorney’s fee and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party.

#### 16. PURCHASING POLICY

The FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines, and Regulations are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation a bidder, potential bidder, or Contractor agrees to be bound by the FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation. Please go to [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org) to review the FCS Purchasing Policy and Procedures – DJE.

## CONTRACTING DEPARTMENT

# BID CONDITIONS

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## SECTION II – CONTRACT AWARD

### 1. BIDDERS QUALIFICATIONS

FCS, before Contract Award, may require bidders to document that they are “responsible” bidders to the complete satisfaction of FCS. Bidders may thus be required to show that they have the necessary facilities, are properly registered and licensed to perform the work specified herein, have the technical ability and financial resources to execute the work in a satisfactory manner, and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. FCS shall have the absolute right to determine Contractor responsibility and responsiveness to these requirements and any other requirements under this solicitation. FCS has the right to request at any time documentation relating to the Bidder’s qualifications. The Bidder’s failure to provide such documentation or appropriate documentation will result in the Contractor being determined to be non-responsive or non-responsible, or both.

### 2. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by FCS, or otherwise furnished, to the selected bidder within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this solicitation and any addenda thereto, and the contract award letter or establishing purchase order, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the award letter which are not included in or otherwise expressly incorporated into this contract. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the Executive Director of Contracting all terms and conditions of the FCS contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

### 3. SAMPLES

Samples when required shall be furnished free of expense to FCS according to solicitation instructions or within ten (10) days of date of request. Samples shall be tagged with Bidder’s name and id number. Samples not used or not destroyed in testing will be returned to the Bidder at this request and at the Bidder’s expense after contract award. Cost of inspection or testing of samples, which prove not to meet specifications, shall be paid by the Contractor.

### 4. TIE BIDS

In the purchase of supplies or services by FCS, prices and quality being equal, the tie will be resolved by a coin toss in a public forum.

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## SECTION II – CONTRACT AWARD

### 5. REJECTION OF A BID

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a bid or removal from the list of bidders.
- b. Bids will be rejected if:
  - 1) The Bidder's acceptance period is less than the required acceptance period in the solicitation.
  - 2) The Bidder fails to submit requested documents, including but not limited to any licenses, certificates, bonds, or insurance policies, within the time specified by FCS.
  - 3) The bid contains a minimum order/ship quantity or dollar value (unless called for in the solicitation).
  - 4) The bid contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
  - 5) The bid contains provisions for late charges whether designated as interest charges or otherwise.
  - 6) The bid fails to include all appropriate elements of all addenda issues to the solicitation.
  - 7) The bid contains terms and conditions, which are in conflict with the solicitation or FCS regulations, or that otherwise, may be construed as qualifying the bid.
  - 8) The bid does not meet the terms and conditions of this solicitation or imposes terms and conditions not acceptable to FCS.

### 6. DISCOUNTS

Award will be made on the basis of the net unit price or the all items net price. When submitting bids or quotations, all discounts (any discounts, cash discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts), shall be calculated by the bidder and reduced to a net unit price or, when requested, to an all item net price. Discounts offered in any other form or time limit will not be considered in making the award.

### 7. AWARD

- a. The award of the contract shall be made to the lowest, responsive, and responsible bidder(s) meeting specifications within appropriated funds available and complying with all applicable requirements.

## CONTRACTING DEPARTMENT

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### SECTION II – CONTRACT AWARD

- b. Unless the solicitation gives notice of an all-or-none award, FCS may accept any item or group of items of any bid, whichever is in the best interest of FCS.
- c. Contractors agree that their bids are subject to acceptance at any time within ninety (90) days after opening, unless otherwise stipulated in the solicitation.
- d. FCS may accept or reject any or all bids, parts of bids, may waive informalities, technicalities, and irregularities. The judgment of FCS on such matters shall be final.
- e. It is within FCS' sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within FCS' sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within FCS' sole discretion to terminate this agreement, to not renew a Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that FCS has in relation to its solicitation process.
- f. The solicitation (including all addenda or exhibits), bid, contract notification letter or establishing purchase order, attachments or exhibits (either attached there or by reference), shall constitute the entire binding contract on the terms set forth and is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia. The solicitation supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Agreement which are not included in or attached to this Agreement. The Agreement may be modified or amended solely in a writing signed by both parties.
- g. All correspondence, including Notices of Awards and Purchase Orders will be sent to the address appearing on the Contractor's bid.

### 8. INSURANCE

When the responsive and responsible Bidder has been identified, he or she will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within five (5) days of the date of written notification to the Bidder. Providing proof of and maintaining the insurance coverage indicated below will be reviewed as part of the Bidder's qualifications, including but not limited to whether the Bidder is responsive or responsible.

Bidder shall maintain at its sole cost and expense such insurance as will fully protect it and FCS and FCS's Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Bidder's professional liability (errors and omissions) under this submittal and Contract, whether such services and work are performed by the Bidder, by any subcontractor or any tier directly employed or retained by either.

- A. The following general requirements apply to any and all work under this Contract by all Bidder and subcontractors of any tier.

### CONTRACTING DEPARTMENT

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- 1) Any and all insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, until all work has been completed to the satisfaction of FCS, and for three (3) years thereafter. Any and all insurance must be on an occurrence basis. Professional Liability may be on a claims-made basis.

No Bidder or subcontractor shall commence any work of any kind under this contract until they have complied with all insurance requirements.

- 2) FCS shall be covered as an Additional Insured under any and all insurance required by the Contract documents excluding Workers' Compensation & Employer's Liability Insurance, and Professional Liability. The Workers' Compensation & Employer's Liability Insurance policy shall contain a waiver of subrogation in favor of FCS. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on any and all applicable policies. In addition to the Certificate of Insurance, the Bidder shall provide the Additional Insured Endorsement. The Bidder acknowledges that Additional Insured status and waiver of subrogation for FCS is a material term of the solicitation and the Bidder agrees to provide any endorsements to any insurance policies reflecting FCS status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Bidder being determined to be not responsive. Certificates of Insurance indicating that such coverage is in force shall be filed under this Contract by the Bidder to FCS Contracting Department. Further, if the Bidder fails to procure any of the requested insurance required under this solicitation or make the Fulton County School District an Additional Insured under the applicable policies, then the Bidder will be determined to be not responsive.
- 3) FCS shall be given not less than thirty (30) days prior written notice of the cancellation or material change of any insurance required by the Contract documents.
- 4) Each and every insurance agent shall warrant, when executing the certificate of insurance, that they are acting as an authorized representative on behalf of the companies providing coverage pursuant to the Contract as required by the contract documents and that he/she is licensed by the State of Georgia to conduct business in the State of Georgia and that the companies providing insurance coverage to the Bidder are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- 5) Any and all companies providing insurance required by the Contract documents shall meet or exceed the minimum financial security requirements as set forth below.

For all Contracts, regardless of risk, companies providing insurance required by the Contract Documents shall have a current:

## CONTRACTING DEPARTMENT

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## SECTION II – CONTRACT AWARD

- a. Best's Rating of not less than A
  - b. Best's Financial Size Category of not less than Class X
- 6) In the event the Bidder neglects, refuses, or fails to provide the insurance required by the Contract documents, or if such insurance is cancelled for any reason, FCS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Bidder or FCS shall have the right to terminate or non-renew the Contract.

### B. Workers' Compensation and Employer's Liability Insurance

The Bidder shall procure and maintain Workers' 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 this Contract. In addition to the below, Workers' Compensation Insurance must be in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes.

Bidder acknowledges that Fulton County Schools does not provide nor is legally liable for Bidder workers' injuries including death and is not required to provide Workers' Compensation to any Contractor, subcontractor, or any tier. Bidder also acknowledges that he/she is responsible for its employees and to the Georgia Workers' Compensation Act.

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

### C. Commercial General Liability Insurance

The Bidder shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract applies. These are the minimum insurance coverage and limits that the Bidder shall maintain. If the Bidder maintains broader coverage or higher limits than the minimums shown above, FCS requires and shall be entitled to all coverage and for higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

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

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### D. Automobile Liability Insurance

The Bidder shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

If the Bidder does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Bidder's personal automobile policy or the Commercial General Liability coverage required under this Contract.

### E. Umbrella Liability Insurance

The Bidder shall procure and maintain Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than \$3,000,000.

### F. Property Insurance

Bidder assumes sole responsibility for loss or damage to its property and hereby releases FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Bidder, its agent, representatives, employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

### G. Primary and Non-Contributory Coverage

For any and all claim(s), the Bidder's insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by FCS shall be non-contributory.

### H. Health Insurance

The Bidder agrees that any obligation to provide health insurance to the individuals utilized by the Contractor shall be the sole and exclusive responsibility of the Bidder.

### I. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled, or altered without at least thirty (30) days prior written notice to FCS.
2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.

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3. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of FCS, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.
4. Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Bidder to FCS, Attn: Contracting Dept., 6201 Powers Ferry Road, Atlanta, GA 30339. Certificate must include RFP, RFQ, or Contract number and Project name.

### J. Certificates of Insurance and Verification of Insurance Coverage

Bidder shall furnish FCS with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by FCS Contracting Dept before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. FCS reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### K. Subcontractors

Bidder shall require and verify that all subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.

### L. Non-Limitation on the Bidder's Liability

The obligations for the Bidder to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Bidder, whether or not same is covered by insurance.

### M. Special Risk or Circumstances

FCS reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## 8. HOLD HARMLESS AGREEMENT

The Bidder shall Hold Harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees ("FCS Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Bidder or Bidder's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or

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### SECTION II – CONTRACT AWARD

intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Bidder or Bidder's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Bidder or Bidder's subcontractor; (e) any security breach involving data in Bidder's or Bidder's subcontractor's possession, custody or control, or for which Bidder or Bidder's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Bidder's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Bidder; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this bid (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Bidder's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of any FCS Indemnitees, then Bidder's Obligations shall be reduced by the proportional fault of the FCS Indemnitees.

# BID CONDITIONS

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## SECTION III - POST AWARD

### 1. ASSIGNMENT

By the submission of a bid, the Bidder agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the FCS Contracting Department.

### 2. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the Contractor.

### 3. PAYMENT

The Contractor shall invoice FCS on a monthly basis or if payment is to be made by line item when a single line item has been satisfactorily delivered. Complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance.

### 4. BACK ORDERS

Back orders may be made only when specifically authorized to do so by FCS' Contracting Department. The necessity to back order may be deemed a breach of contract.

### 5. TERMINATION FOR DEFAULT

- a. In the event any property or service to be furnished by the Bidder under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Bidder with his bid, the FCS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, a Contractor will be given the opportunity to respond to a "cure notice" and/or a "show cause notice". In either case the Bidder will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt of or refusal of either notice. Failure to do so will be cause for termination.

In such event with specific instructions by the FCS Contracting Department, the Bidder shall immediately remove the property without expense to FCS and replace all rejected property with such property or services conforming to the specifications or samples.

## CONTRACTING DEPARTMENT

## BID CONDITIONS

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### SECTION III - POST AWARD

- b. If the contract is terminated for default, FCS may procure such property or services from all other sources and shall have the absolute right to deduct from any monies due the Contractor or that may thereafter become due to the Contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted in addition to the reasonable cost of FCS staff time spent securing substitute(s) at \$18/hour. Price paid by FCS in such event shall be the prevailing market price at the time the substitute purchase is made.
- c. Failure by a Contractor to perform on delivery of goods or services as specified may also result in the removal of the Contractor from doing business with FCS for a period of up to one (1) year and FCS reserves the right to determine that the Contractor is chronically non responsible.

#### 6. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Contractor with thirty (30) days written notice.

#### 7. PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

The Contractor shall, at his own expense, obtain all necessary licenses, permits and bonds; give all notices, pay all license fees and taxes, and comply with all applicable Local, State and Federal Laws, ordinances, rules and regulations. The Contractor shall maintain the licenses, permits and bonds required in a current status after award and throughout the course of the contract.

The Contractor shall agree that in the performance of the contract, they will comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

#### 8. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by FCS solely from appropriations received by FCS. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of FCS no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS at the end of any fiscal period (hereinafter referred to as "Event") as set forth in O.C.G.A. § 20-2-506(b)(2). In such Event, the Chief Financial Officer of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

## CONTRACTING DEPARTMENT

## BID CONDITIONS

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### SECTION III - POST AWARD

In the event of FCS certification, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another Contractor at the same or higher annual cost to FCS.

#### 9. CONTRACTOR'S APPLICATION FORM

If the Bidder does not have an application on file with FCS please go to [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org) to register.

#### 10. INDEPENDENT CONTRACTOR STATUS

Contractor agrees that it is an independent contractor and FCS is not responsible for payment of any salaries, taxes, health insurance, benefits or costs associated with the provision of workers by Contractor under this Agreement.

All workers utilized by Contractor to perform work for FCS ("assigned workers") are intended by the parties to be the common law employees of Contractor and not of FCS. As such, Contractor is responsible for: (a) providing workers' compensation and general liability insurance coverage with respect to the assigned workers; (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act ("ACA"); and (d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Contractor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers' compensation acts, social security acts, the ACA and other such legislation; and Contractor shall fully indemnify FCS for any failure by Contractor to comply with such laws.

FCS is not responsible or liable for the hiring, termination or discipline of Contractor's employees.

If there are allegations of misconduct involving one or more of Contractor's employees related to any services or work under this Agreement, FCS reserves the right to require Contractor to promptly remove any of Contractor's employees from providing the services under this contract pending resolution of the employee misconduct. Contractor agrees to promptly comply with any such request by FCS and to cooperate in any investigation with FCS. The failure to cooperate with FCS may result in the termination of the agreement or non-renewal of any agreement with Contractor, which will be determined by FCS in its sole discretion.

## **BID CONDITIONS**

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### **SECTION III - POST AWARD**

#### **11. FORCE MAJEURE**

FCS shall not be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, pandemic, epidemic, international trade disputes, or acts of government or government agency or officers.

## **BID CONDITIONS**

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### **SECTION IV - OTHER**

#### **1. NON-DISCRIMINATION**

The Contractor, by the submission of a bid or the acceptance of an order or contract, does agree in providing the goods and services covered under the bid or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

#### **2. FCS NON-DISCRIMINATION**

FCS does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services or activities.

#### **3. MINORITY AND FEMALE BUSINESS ENTERPRISES**

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Contracting requirements.

#### **4. DRUG-FREE WORKPLACE**

By submission of a bid, the bidder 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 bidder 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 bidder.

#### **5. CERTIFICATION OF NON-COLLUSION**

By submitting a bid the bidder certifies: "that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive bidding is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

## **CONTRACTING DEPARTMENT**

## **BID CONDITIONS**

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### **SECTION IV - OTHER**

**6. AUTHORIZED OFFICIAL**

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

**7. SOLICITATION TERMINATION**

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

**8. RIGHTS AND REMEDIES**

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

**9. GOVERNING LAW**

This solicitation and any contract arising out of the solicitation shall be interpreted under governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Bidder consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts and waives any objections Bidder may now or hereafter have based on venue or forum non conveniens.

**10. CONFIDENTIALITY, PRIVACY AND SECURITY**

The Bidder's employees, agents and subcontractors may have access to or become aware of FCS' confidential information including without limitation FCS's strategic plans, employee data, student data and other such information of FCS (collectively referred to as the "Confidential Information"). Bidder shall presume that all information received pursuant to the contract or in the course of fulfilling Bidder's responsibilities under the contract is Confidential Information unless otherwise expressly designated by FCS. Bidder must maintain the highest levels of security in order to preserve and protect the confidentiality of FCS's data and to protect and prevent unauthorized disclosure and use of student and personnel information.

## **CONTRACTING DEPARTMENT**

## BID CONDITIONS

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### SECTION IV - OTHER

It is imperative to protect students' privacy in order to comply with FERPA, to avoid discrimination, identity theft or other malicious and damaging criminal acts. Bidder must and shall adhere all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all FCS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security. Bidder represents and warrants that it will adhere to applicable privacy standards as required with respect to education records and personally identifiable information as required by FERPA and its implementing regulations, as well as the requirements under the Protection of Pupil Rights Amendment (PPRA) and its implementing regulations. Bidder will also comply with the Children's Online Privacy Protection Act (COPPA) and its implementing regulations. To the extent Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission.

In its own discretion, FCS may designate Contractor as a "school official" within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other confidential information of FCS that Bidder or Bidder's subcontractors may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this proposal. Bidder is required to and shall immediately notify FCS when it becomes aware of any security or data breach, or a suspected security or data breach. All Confidential Information as well as other documents, data and information provided to the Bidder by FCS is and will remain the property of FCS to the extent that it was the property of FCS at the time it was provided to the Bidder. All Confidential Information and all other FCS data and information shall be returned to FCS by the Bidder, without charge, within five (5) business days of the completion of the services under this proposal unless, and to the extent as required by law, regulation or professional standards. If requested by FCS, an officer of the Bidder will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof have been delivered to FCS or destroyed.

To the extent Contractor is an "operator" as defined by the Georgia Student Data Act ("SDA"), Contractor shall comply with the provisions of O.C.G.A. § 20-2-666. Specifically, Contractor shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Contractor has acquired because of a student's use of Contractor's website, service, or application; (2) use information created or gathered by Contractor's website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student's data except as authorized by

### CONTRACTING DEPARTMENT

## BID CONDITIONS

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### SECTION IV - OTHER

O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student's parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Contractor shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student's data within 45 days if FCS requests deletion of data under the control of FCS.

Contractor understands that FCS must comply with the SDA and Contractor shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Contractor shall: (1) provide FCS student data maintained by Contractor in electronic format unless Contractor demonstrates and FCS agrees, in FCS' sole discretion, that the requested data maintained by Contractor cannot reasonably be made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

#### 11. OPEN RECORDS ACT

Bidder acknowledges and agrees that FCS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Bidder agrees to comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Bidder shall provide FCS with immediate notice should Bidder receive an Open Records Request. If Bidder asserts that any information in its response or in any information provided to the FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Bidder ***must*** follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

## CONTRACTING DEPARTMENT

## ADDITIONAL CONDITIONS

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### 1. CONTRACT TYPE

The contract type contemplated for this solicitation is a Requirements Contract.

### 2. CONTRACT PERIOD

The contract performance period shall be as stated in the contract award letter. This contract is subject to options as stated below in paragraph 3.

### 3. OPTIONS

In addition to the base period, there is one (1) option year to be exercised at the sole discretion of FCS at the same terms, conditions and pricing of the base year.

### 4. CATEGORY OF AWARD

Award will be made on an "All or None" basis. However, FCS reserves the right to award to multiple Contractors if it is deemed to be in the best interest of FCS.

### 5. REQUIREMENTS CONTRACT CLAUSE

This is a requirements contract for Athletic Equipment. The quantities specified in the bid schedule are estimates only. There are no guarantees as to the quantity of services FCS will require over the time period stated, and therefore, no liability for non-purchase of any goods and/or services. More or less of the estimated quantity of services may be purchased.

Delivery or bid/performance may be made only as authorized by Purchase Orders issued by FCS Contracting Department. The Contractor shall furnish to FCS all services specified in the schedule of the order issued by FCS.

### 6. DETERMINATION OF "OR EQUAL"

FCS shall have the absolute right to determine if products meet the "or equal" requirements in terms of quality and other form, fit, and functional needs.

### 7. ALTERNATE BRANDS/PACKAGING

- a) Bidders who wish to offer products which are alternates to brands and/or models required, **shall provide a sample of the alternate item(s) to the FCS Property Control Department for evaluation** (see SAMPLE instructions below). **If alternate items are approved, an addendum listing the approved items will be posted on the FCS Contracting Department's web site ONLY.** The web site address is [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org). The addendum will be posted no later than **Thursday, August 26, 2021**.

## CONTRACTING DEPARTMENT

## ADDITIONAL CONDITIONS

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**NOTE: ADDENDA WILL NOT BE MAILED. BIDDERS SHALL BE RESPONSIBLE FOR VIEWING THE WE SIT FOR ALL ADDENDA.**

If a bid is submitted for an alternate item and the item has not been approved, the bid shall be considered non-responsive for that line item.

- b. If bidding alternate packaging, size, or other characteristics, not involving brand and/or model, approval shall be requested in writing to FCS Contracting Department no later than 4:00 p.m., **Thursday, August 19, 2021**. If written approval is not provided the bid shall be considered non-responsive for that line item.
- c. All alternates submitted for consideration shall include a product specification sheet. If this information is not provided, the sample will not be considered.

### 8. SAMPLES

**Samples** shall be submitted no later than **Thursday, August 19, 2021** to the **FCS Property Control Department, 4415 Wickersham Drive, College Park, GA 30337** for evaluation. **NOTE: Each sample shall be tagged with: 1) Bidder's company name, 2) item number for which a sample is being submitted, 3) the name of the manufacturer, brand name and model number of the sample item and 4) shall be accompanied by the manufacturer's specifications for the sample item.** The outside of the package containing the sample shall clearly state "**SAMPLE FOR IFB NO. 179-19, Science Tables**". If samples are not used or destroyed in testing, the Bidder shall claim them after thirty (30) days from the date of bid opening; or they will become the property of FCS.

### 9. RECEIPT OF ADDENDUM CLAUSE

Addenda issued to solicitations will be available at the FCS Contracting Department or on the department web site located at [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org). FCS Contracting Department shall not bear responsibility for receipt of addenda by mail. If Contractors do not acknowledge receipt of all addenda the bid or proposal may be determined to be non-responsive by the FCS Contracting Executive Director.

### 10. SUBMITTALS

Bidders are responsible for submitting bids so as to reach the FCS Contracting Department office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the bidder is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

### 11. INSPECTION

The Bidder awarded the contract shall be subject to continuous inspection by FCS to ensure compliance with all specifications and regulations of the Fulton County Board of Education.

## CONTRACTING DEPARTMENT

## ADDITIONAL CONDITIONS

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If any inspection reveals that Bidder is not in compliance with any specification or regulation of the Fulton County Board of Education or this agreement, then Bidder must correct such deficiency as soon as practicable, but in no instance longer than thirty (30) days after receiving notice of the deficiency from FCS.

### 12. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is a condition for the contract bid and any contract award. Contractor is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Contractor's bid.

**Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix I) with your bid shall result in your bid being declared non-responsive. If a Contractor claims one or more of the documents is inapplicable then the Contractor shall mark the form "Not Applicable" and submit it with their bid. FCS reserves the right to request additional information from the Contractor to substantiate information provided to FCS. The failure to respond to such a request may result in the Contractor being determined to be non-responsive.**

**Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.**

### 13. OWNER'S REPRESENTATIVE

Supervision of the contract will be performed by FCS' Representative, Richard Gaddy, Director, Auxiliary Services or his designee(s).

### 14. WARRANTY

All warranties shall run from the date of acceptance and shall remain in place for a period of one (1) year from the acceptance date. FCS' representative or designee is responsible for inspection and acceptance of the goods. All non-conforming or defective products shall either be replaced at no cost to FCS within thirty (30) days of request by FCS or FCS shall be provided with a refund for the purchase price of the defective good. Any replacement item must be of the same or comparable make and model.

FCS is not waiving, amending or abridging any stated or implied contractual or warranty rights provided to FCS under state or federal law. Bidder warrants and agrees as follows:

- (i) Any goods, applications or software purchased or provided under this contract will be defect free in design, materials and workmanship, be of the quality, size and

CONTRACTING DEPARTMENT

## ADDITIONAL CONDITIONS

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dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by FCS in this solicitation and shall conform to all the requirements of the solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of this RFP and as set forth in Bidder's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by FCS.

- (ii) Any services purchased under this contract will be performed by the Bidder according to its best efforts and in accordance with the Standard of Care for the term of the agreement. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by FCS.
- (iii) Bidder is fully aware of FCS' business requirements and intended uses of the applications, software, processes, services and products and warrants that such shall be fit for such intended uses.
- (iv) Bidder represents and warrants that all the concepts, materials, applications, products and services produced, or provided to FCS shall be wholly original with the Bidder or that the Bidder has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Bidder represents and warrants that the concepts, materials, applications, products and services and FCS's use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or services or payment thereof by FCS.

### 15. DELIVERY REQUIREMENTS

Delivery or bid/performance shall be made only as authorized by Purchase Orders issued by FCS Contracting Department. The Contractor shall furnish to FCS all services specified in the schedule of the order issued by FCS.

### 16. COMMUNICATION WITH FCS STAFF

From the issue date of this solicitation until completion of the entire solicitation process and announcement of award notification, all Contractor communication must be authorized by and directed to the Contracting Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company's bid.

## CONTRACTING DEPARTMENT

## ADDITIONAL CONDITIONS

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### 17. PIGGYBACK CLAUSE

This solicitation allows for other State and Local Government Agencies within the State of Georgia to buy off the awarded contract at the same price quoted during the effective term, pending agreement between Bidder and the third-party entity.

### 18. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract. The Contractor shall be notified in writing of FCS' intent to award a contract, and shall proceed at that time, to coordinate the criminal history background checks with the FCS Department of Safety & Security, (470) 254-0599. If the criminal history summary report reveals any felony convictions or no final disposition for a charge, the FCS Department of Safety & Security shall determine if the Contractor's employee is eligible/ineligible to perform services in FCS. Contractors shall not employ for the services of FCS, any person who does not pass the criminal history summary background check, as determined by the FCS Department of Safety & Security.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check, and be deemed eligible to perform services for FCS, as determined by the FCS Department of Safety & Security. This shall be done prior to the employee starting work.

### 19. COVID-19

#### **Required Precautionary Measures for COVID-19**

The novel coronavirus, SARS-CoV-2 ("**COVID-19**") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Contractor acknowledges that Contractor, its employees, agents and subcontractors (collectively, including Contractor, the "**Contractor Parties**") are at risk of exposure to COVID-19 in any public place where people are present, including without limitation while on site at the District.

Any person entering District premises waives all civil liability against the premise's owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings. except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises. Contractor must comply, and ensure compliance by all Contractor Parties, with the provisions of this Section and all applicable laws, rules and regulations, including any then-effective Executive Order issued by the Georgia Governor's Office, regarding COVID-19 precautions, as well as all District policies and guidelines. Such measures shall at a minimum include implementation and compliance with the requirements of this Section.

(a) Contractor Parties shall:

- (i) Screen and evaluate workers for Symptoms of COVID-19; (e.g. symptoms identified by the Centers for Disease Control and Prevention as symptoms of

## CONTRACTING DEPARTMENT

## ADDITIONAL CONDITIONS

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- COVID-19, including without limitation at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea). Workers who exhibit Symptoms of COVID-19 shall not report to work or enter the job site;
- (ii) Post a sign at the jobsite stating that individuals who have Symptoms of COVID-19 shall not enter the jobsite;
  - (iii) Provide Personal Protective Equipment (e.g. facemasks, protective gloves, protective clothing, protective garments, and shoe coverings) as available and appropriate to the function and location of the worker within the jobsite;
  - (iv) Provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
  - (v) Enhance sanitation as appropriate and disinfect common surfaces regularly;
  - (vi) Require handwashing or sanitation at appropriate places within the jobsite;
  - (vii) Prohibit handshaking and unnecessary person-to-person contact; and
  - (viii) Require workers to wear face masks, face coverings and/or face shields at all times when the worker is inside a facility or building at the jobsite.
- (b) While on site, Contractor must require and enforce Social Distancing (as hereinafter defined) among all Contractor Parties to the extent then required by law. If Social Distancing is not then required by law, Contractor must still require and enforce Social Distancing among all Contractor Parties to the extent practicable while on site, until further written notice from the District. As used herein, “**Social Distancing**” means keeping space between each person and other people. Persons practicing Social Distancing should stay at least six (6) feet from other people and avoid assembling in groups. The Social Distancing requirement does not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place or residence.
- (c) For contact-tracing purposes, Contractor must record the names and telephone numbers of all Contractor Parties who are on site each day; this may be accomplished through a daily sign-in sheet or other such documentation. The daily sign-in sheets or other such documentation must be maintained by Contractor for a period of twelve (12) months after the expiration or earlier termination of this contract, and Contractor shall provide copies of the same to the District promptly upon request. This subsection (c) shall survive the expiration or earlier termination of this agreement.
- (d) All known cases of COVID-19 among Contractor Parties and all known cases of exposure to COVID-19 among Contractor Parties must be immediately reported to the District by submitting an email to [COVID19reporting@fultonschools.org](mailto:COVID19reporting@fultonschools.org), reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information of the persons diagnosed or exposed shall not be reported to the District. Contractor will, however, take appropriate action to ensure any person diagnosed does not return to the jobsite until medically cleared to return; and each person exposed to COVID-19 does not return to the jobsite until symptom-free for at least 14 days from the last known exposure to COVID-19.

## CONTRACTING DEPARTMENT

## ADDITIONAL CONDITIONS

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- (e) The District shall have the right to suspend the work or modify protocols applicable to the work, without incurring damages for delay or other liability, due to (i) any known cases of, or exposure to, COVID-19 among the Contractor Parties, and/or (ii) any legal requirements mandating suspension of the work or modification of protocols applicable to the work due to COVID-19.
- (f) **Indemnification and Waiver of Liability.** By entering into this contract, Contractor acknowledges and agrees that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering onto the jobsite, and in consideration of the benefit of this contract, all Contractor Parties voluntarily assume all risks related to exposure to COVID-19 and forever waive and release from liability, discharge, indemnify and hold harmless Fulton County Schools, Fulton County Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers (collectively, "District Parties") against all liabilities, claims, suits, and damages for illness or injury, including death, related to exposure to COVID-19. Contractor further covenants not to sue, agrees not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the District Parties as a result of any Contractor Parties or their respective contacts contracting COVID-19 or other illness, including claims for illness or injury, including death. If Contractor Parties or their respective contacts take any steps to make any claim(s) against any District Parties, Contractor shall be obligated to pay all attorneys' fees and costs incurred by the District Parties as a result of such claim(s). This Section shall survive the expiration or earlier termination of this agreement.

## **SPECIFICATIONS**

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### **SCOPE OF WORK**

The successful Contractor(s) shall deliver and assemble Athletic Equipment for Fulton County Schools to Tri-Cities High School located at 2575 Harris Street, East Point, GA 30344.

### **SPECIFICATIONS**

See Bid Schedule.

**IFB NO. 124-22**  
**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**  
**BID SCHEDULE**

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<b>Line Item</b>	<b>Model Number</b>	<b>Manufacturer/Description</b>	<b>Est. Quantity</b>	<b>Weight (in pounds)</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1.	700109	Dynamic Fitness Ultra Pro G2 8' Double Power Rack Single Storage Post <b>"or"</b> approved equal  Manufacturer: _____ Model: _____	7	1,520	Each	\$ _____	\$ _____
2.	XM71BPO-0008-LOGO	Dynamic Fitness Connector Double Bar 71" w/Suspension Trainer Bar and Physio Ball Storage (Backer Plate w/outline) <b>"or"</b> approved equal  Manufacturer: _____ Model: _____	12	129	Each	\$ _____	\$ _____
3.	709210	Dynamic Fitness Ultra Pro Chin Station Custom Logo <b>"or"</b> approved equal  Manufacturer: _____ Model: _____	14	25	Each	\$ _____	\$ _____

**CONTRACTING DEPARTMENT**

**IFB NO. 124-22**  
**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**  
**BID SCHEDULE**

---

Line Item	Model Number	Manufacturer/Description	Est. Quantity	Weight (in pounds)	Unite of Measure	Unit Cost	Total Cost
4.	418060SU	Dynamic Fitness TitanStandUpBench-Adjustable0-85Deg Incline Ladder 10" Pad Stand Up w/ wheels <b>"or"</b> approved equal  Manufacturer: _____ Model: _____	14	117	Each	\$ _____	\$ _____
5.	BSC-418060-PRNT	Dynamic Fitness Slipcover Print Custom Logo "C" <b>"or"</b> approved equal  Manufacturer: _____ Model: _____	14	1	Each	\$ _____	\$ _____
6.	608000-99	Dynamic Fitness Bar-Olympic 20KG- Black Zinc-28.55 mm Dia - 194K Min Tensil <b>"or"</b> approved equal  Manufacturer: _____ Model: _____	14	45	Each	\$ _____	\$ _____

**CONTRACTING DEPARTMENT**

**IFB NO. 124-22  
ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS  
BID SCHEDULE**

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<b>Line Item</b>	<b>Model Number</b>	<b>Manufacturer/Description</b>	<b>Est. Quantity</b>	<b>Weight (in pounds)</b>	<b>Unite of Measure</b>	<b>Unit Cost</b>	<b>Total Cost</b>
7.	PL-BP-45-COMP-UB-LOGO	Dynamic Fitness Bumper Plate - Competition Urethane-17.7" 45LB w/logo (custom color) (pair) <b>“or”</b> approved equal  Manufacturer: _____ Model: _____	28	90	Each	\$ _____	\$ _____
8.	PL-BP-25-COMP-UB-LOGO	Dynamic Fitness Bumper Plate - Competition Urethane-17.7" 25LB w/logo (pair) <b>“or”</b> approved equal  Manufacturer: _____ Model: _____	14	50	Each	\$ _____	\$ _____
9.	PL-BP-10-COMP-UB-LOGO	Dynamic Fitness Bumper Plate - Competition Urethane-17.7" 10LB w/logo (custom color) (pair) <b>“or”</b> approved equal  Manufacturer: _____ Model: _____	28	20	Each	\$ _____	\$ _____

**CONTRACTING DEPARTMENT**

**IFB NO. 124-22**  
**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**  
**BID SCHEDULE**

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<b>Line Item</b>	<b>Model Number</b>	<b>Manufacturer/Description</b>	<b>Est. Quantity</b>	<b>Weight (in pounds)</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total Cost</b>
10.	PL-BP-5B-UB	Dynamic Fitness Change Plate- Urethane BLK 5LB Custom Logo (black) (pair) “or” approved equal  Manufacturer: _____ Model: _____	14	10	Each	\$ _____	\$ _____
11.	PL-BP-2.5B-UB	Dynamic Fitness Change Plate- Urethane BLK 2.5 LB Custom Logo (black) (pair) “or” approved equal  Manufacturer: _____ Model: _____	14	5	Each	\$ _____	\$ _____
12.	708083	Dynamic Fitness Ultra Pro 3-Tier Hex Dumbbell Rack “or” approved equal  Manufacturer: _____ Model: _____	2	402	Each	\$ _____	\$ _____

**CONTRACTING DEPARTMENT**

**IFB NO. 124-22**  
**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**  
**BID SCHEDULE**

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Line Item	Model Number	Manufacturer/Description	Est. Quantity	Weight (in pounds)	Unit of Measure	Unit Cost	Total Cost
13.	DB-RH-SET-5-100	Dynamic Fitness Dumbbell-Set-Rubber Hex w/Chrome Ergo Handle – 5-100 LB <b>“or”</b> approved equal  Manufacturer: _____ Model: _____	1	2100	Each	\$ _____	\$ _____
14.	DB-RH-SET-5-50	Dynamic Fitness Dumbbell-Set-Rubber Hex w/Chrome Ergo Handle – 5-50 LB <b>“or”</b> approved equal  Manufacturer: _____ Model: _____	4	550	Each	\$ _____	\$ _____
15.	DB-RH-SET-55-75	Dynamic Fitness Dumbbell-Set-Rubber Hex w/Chrome Ergo Handle – 55-75 LB <b>“or”</b> approved equal  Manufacturer: _____ Model: _____	4	650	Each	\$ _____	\$ _____

**CONTRACTING DEPARTMENT**

**IFB NO. 124-22**  
**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**  
**BID SCHEDULE**

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Line Item	Model Number	Manufacturer/Description	Est. Quantity	Weight (in pounds)	Unite of Measure	Unit Cost	Total Cost
16.	ANX71MB	Dynamic Fitness Annex Medicine Ball Shelf 71” “or” approved equal  Manufacturer: _____ Model: _____	4	30	Each	\$ _____	\$ _____
17.	ANX71DKB	Dynamic Fitness Annex Dumbbell/Kettlebell 71” “or” approved equal  Manufacturer: _____ Model: _____	8	70	Each	\$ _____	\$ _____
18.	ANX71BP	Dynamic Fitness Annex Bumper Plate Storage Shelf 71” “or” approved equal  Manufacturer: _____ Model: _____	4	62	Each	\$ _____	\$ _____

**CONTRACTING DEPARTMENT**

**IFB NO. 124-22  
ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS  
BID SCHEDULE**

---

<b>Line Item</b>	<b>Model Number</b>	<b>Manufacturer/Description</b>	<b>Est. Quantity</b>	<b>Weight (in pounds)</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total Cost</b>
19.	Custom Fee-Wrap	Custom Logo Fee Upright Wrap (One Time Fee) <b>“or”</b> approved equal	1	0	Each	\$ _____	\$ _____
20.	Setup-Fee-Bar	Setup Fee – Custom Bar Ends <b>“or”</b> approved equal	1	0	Each	\$ _____	\$ _____
21.	SCREEN-PRINT	Custom Charge for Single Color Print on Bumper Plates <b>“or”</b> approved equal	5	0	Each	\$ _____	\$ _____
22.	XM-CUSTOM-LOGO	Custom Charge for Connector Bar Logo Design <b>“or”</b> approved equal	1	0	Each	\$ _____	\$ _____
23.	Installation						\$ _____

**GRAND TOTAL (Lines 1-23) \$ \_\_\_\_\_**

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**COMPANY NAME**

**CONTRACTING DEPARTMENT**

**IFB NO. 124-22  
ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS  
BIDDER'S CHECKLIST**

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Company: \_\_\_\_\_

IFB No.: \_\_\_\_\_

- We have acknowledged receipt of addenda issued.
- Two (2) Sealed bids – one (1) original and one (1) copy along with one (1) flash drive
- No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- We acknowledge that Fulton County Schools does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
  - \*Immigration and Security Form**
  - \*Contractor Affidavit and Agreement**
  - \*Sub-Contractor Affidavit**
  - \*Affidavit of Exception**

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TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE BID**

**RETURN WITH BID**

CONTRACTING DEPARTMENT

**IFB NO. 124-22**  
**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**  
**SUBCONTRACTORS**

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Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACTING DEPARTMENT**

## **INFORMATION REQUESTED TO ASSIST IN THE DETERMINATION OF RESPONSIBILITY**

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**Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.**

### **1. History and Organizational Structure of the Firm**

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with FCS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

### **2. References**

List as references (names, addresses, contact persons, email, and toll-free phone numbers) a minimum of three (3) school boards or other clients of similar size and nature to FCS for which a project comparable to the scope of this project was completed.

### **3. Subcontractors**

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

### **4. Previous Default**

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

## **CONTRACTING DEPARTMENT**

**IFB NO. 124-22**  
**ATHLETIC EQUIPMENT FOR FULTON COUNTY SCHOOLS**  
**REFERENCES**

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Please provide as references, the names of at least three (3) local corporate clients you have served for at least two (2) years.

1.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact: \_\_\_\_\_  
       Phone: \_\_\_\_\_           Email: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact: \_\_\_\_\_  
       Phone: \_\_\_\_\_           Email: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact: \_\_\_\_\_  
       Phone: \_\_\_\_\_           Email: \_\_\_\_\_

**ACKNOWLEDGEMENT**

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform with its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject any or all of my bid.

NAME OF COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(TYPE OR PRINT - TITLE AND NAME OF PERSON SUBMITTING BID)

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(COMPANY FEDERAL ID NUMBER)

\_\_\_\_\_  
(INDIVIDUAL E-MAIL ADDRESS)  
**Generic e-mail address is not acceptable**

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(CITY)

\_\_\_\_\_  
(STATE)

\_\_\_\_\_  
(ZIP)

PHONE: (        ) \_\_\_\_\_ FAX: (        ) \_\_\_\_\_

**PURCHASE ORDER FAX/EMAIL:** \_\_\_\_\_

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your Bid and without it your Bid is not complete and will be subject to rejection.

Bidder acknowledges addendum/addenda: No. 1 \_\_\_\_, No. 2 \_\_\_\_, No. 3 \_\_\_\_ (If Applicable)

IFB NO. 124-22

Your bid or reference Number: \_\_\_\_\_  
(IF APPLICABLE)

**IF NOT BIDDING, PLEASE COMPLETE ABOVE, CHECK APPLICABLE BOX BELOW AND RETURN THIS PAGE ONLY:** (Please indicate No Bid with Bid Number on outside of envelope.)

(A.)  NO BID - Unable to bid at this time. Would like to receive future bids.

(B.)  NO BID - Remove from this product/service category.

(C.)  NO BID - Remove from Bidder's List.

**THIS PAGE MUST BE RETURNED WITH YOUR BID.** INSTRUCTIONS AND CONDITIONS ARE FOR YOUR INFORMATION.

*It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, contact Compliance Coordinator, Ron Wade, 6201 Powers Ferry Rd., Atlanta, Georgia 30339, or phone (470) 254-5502. TTY 1-800-255-0135.*

CONTRACTING DEPARTMENT

## **APPENDIX I**

### **GEORGIA IMMIGRATION AND SECURITY FORMS**

CONTRACTING DEPARTMENT

**FULTON COUNTY SCHOOLS**  
**IMMIGRATION AND SECURITY FORM**

If you are providing service, performing work or delivering goods to the Fulton County Board of Education 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) Fulton County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to ensure 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 **Contractor MUST INITIAL** the statement applicable to Contractor below:

(a) \_\_\_\_\_ **(Initial here):** Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor 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. **[Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement.**

**or**

(b) \_\_\_\_\_ **(Initial here):** Contractor 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. **[Contractors who initial (b) must attach and return a signed, notarized Affidavit of Exception];**

**or**

(c) \_\_\_\_\_ **(Initial here)** Contractor is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) \_\_\_\_\_ **(Initial here)** Contractor 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 Contractor 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.

**CONTRACTING DEPARTMENT**

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM (Page 2)

4) \_\_\_\_\_ (*Initial here*) Contractor agrees that, if Contractor 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 Contractor will secure from each sub-contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

5) \_\_\_\_\_ (*Initial here*) Contractor agrees to provide the Fulton 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: \_\_\_\_\_

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: \_\_\_\_\_

CONTRACTING DEPARTMENT

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation (“Contractor”) which is contracting with the Fulton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Fulton County Board of Education, unless at the time of the contract said subcontractor:

- (a) is registered with and participates in the federal work authorization program;
- (b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
- (c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Fulton County Board of Education within five (5) business days after receiving the said Affidavit or verification.

## CONTRACTING DEPARTMENT

**CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)**

(4) Contractor further agrees to and shall provide Fulton County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

\_\_\_\_\_  
Company Name / Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
BY: Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CONTRACTING DEPARTMENT**

## SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation (“Subcontractor”) is engaged in the physical performance of services under a contract with \_\_\_\_\_ (*name of contractor*), which has a contract with the Fulton County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor within five (5) business days after receiving the said Affidavit or verification.

## CONTRACTING DEPARTMENT

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)**

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor within five (5) business days after receiving the said Affidavit or verification.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

## AFFIDAVIT OF EXCEPTION

### GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

The undersigned, in connection with a proposed contract or subcontract with the Fulton County School District for the physical performance of services under O.C.G.A. 13-10-90, et seq. (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor or single member entity; and **I do not employ** any other persons.
- (b) I do not intend to hire any employees or to perform the Contract.
- (c) A true, correct and complete copy of my driver's license is attached hereto.

If at any time hereafter I determine that I will need to hire employees to satisfy or complete the services under the Contract then **before** hiring any employees, I will:

- (i) immediately notify the School District in writing at: immediately notify the School District in writing at: Contracting Department, Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339; and
- (ii) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
- (iii) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rules 300-10-1-.01, et seq.

I agree that I will not employ or contract with any subcontractor(s) to provide services under my contract with the Fulton County School District, school, or Fulton County Board of Education, unless at the time of the contract said subcontractor:

- (i) is registered with and participates in the federal work authorization program;
- (ii) provides me with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

## CONTRACTING DEPARTMENT

**AFFIDAVIT OF EXCEPTION**

- iii) agrees to provide me with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

If I do contract with such subcontractors, I agree to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) to the Fulton County Board of Education within five (5) business days after receiving the said Affidavit or verification.

Attached hereto is a true and correct copy of my state issued driver's license or state issued identification card. I understand that a driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. I understand that the Georgia Attorney General/State Law Department's website posts an annually updated list of the states that verify immigration status prior to the issuance of a driver's license or identification card and that only issue licenses or identification cards to persons lawfully present in the United States.

\_\_\_\_\_  
BY: Printed Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**CONTRACTING DEPARTMENT**