



**Rockdale County Public Schools  
Purchasing Department  
1062 North Street  
Conyers, Georgia 30012**

**Invitation to Bid (ITB)**

**For**

**Miller Welders Equipment Bid**

**08/22/2023**

**ITB Number: 2024-0007**

**Due Date: August 30, 2023**

**Time Due: 11:00 a.m., ET**

**NIGP Commodity Code(s): 895-10 & 895-20**

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**BIDDER/CONTRACTOR DATA SHEET**

**SUBMITTED BY (SIGNATURE)** \_\_\_\_\_

**COMPANY OR BUSINESS NAME** \_\_\_\_\_

**COMPANY ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER(S)** \_\_\_\_\_

**CONTRACT ADMINISTRATOR  
INFORMATION**

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP CODE** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**REMITTANCE ADDRESS AND CONTACT INFORMATION** *(if different from address listed above)*

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP CODE** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

Doing Business As:  Corporation     Gov Entity     Sole Proprietorship     Partnership  
 Individual     LLC     Other \_\_\_\_\_

**Rockdale County Public Schools**  
**Miller Welders Equipment Bid No. 2024-0007**

**ADVERTISEMENT FOR REQUEST FOR INVITATION TO BID**

Rockdale County Public Schools invites vendors to submit their proposal to this Miller Welders Equipment bid.

If you are unable to download these documents, you may contact the Director of Purchasing: Marki Dixon at (770) 860-4295 or [mdixon@rockdale.k12.ga.us](mailto:mdixon@rockdale.k12.ga.us).

Online submittal instructions can be viewed at the following location online:  
<https://rockdaleschools.bonfirehub.com/opportunities/104413>.

Proposals shall be submitted online at <https://rockdaleschools.bonfirehub.com/opportunities/104413>. The Purchasing Department will only accept proposals submitted online. Proposals submissions are due 11:00 a.m., ET August 30, 2023 (as determined by the time stamp clock when submitted online).

RCPS will *only* accept online submissions for this ITB. Proposals can be submitted online at: <https://rockdaleschools.bonfirehub.com/opportunities/104413>. Proposals submitted after the proposal close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

To ensure proper and timely submission please adhere to the dates and times outlined below.

**Rockdale County Public Schools**



**Marki Dixon**  
**Director of Purchasing**

**TENTATIVE TIMELINE**

08/22/2023	Release ITB to the marketplace
08/30/2023	ITB Submission due by 11:00 a.m., ET
08/30/2023	Administrative Review
08/30/2023	Bid Opening
09/14/2023	Board Meeting Recommendation to the RCPS Board of Education

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**1.0 PURPOSE**

- 1.1 The purpose of this Invitation to Bid (ITB) is to request bids from qualified vendors to submit to the miller welders equipment bid.
- 1.2 Qualified Vendors and/or individuals responding to the Miller Welders Equipment bid ITB must have the experience, capacity, and resources for a K-12 educational district.
- 1.3 In using this method for solicitation, RCPS is seeking the lowest priced responsive and responsible bidder meeting specifications and requirements. The bidder who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the ITB, and who is clearly capable of delivering the products or services specified. Periodically, the lowest responsible bidder will not always be the bidder who has submitted the lowest monetary bid. To be eligible for consideration, sealed bid response shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Bidder to meet all specifications and guidelines set forth herein. Award bids will be made in the best interest of Rockdale County Public Schools. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Rockdale County Public Schools.

**2.0 SPECIFICATION**

- 2.1 Equipment specifications with acceptable brand and model is listed on Bid Form. Rockdale County Public Schools will consider (equal or similar) brands and models listed. If the acceptable brand listed below is no longer available or discontinued, Rockdale County Public Schools reserves the right to select an RCPS approved equal. If an equal or similar brand and models are submitted, the vendor must submit a complete specification with the bid submission. Rockdale County Public School determines whether all alternates are considered equal.
- 2.2 RCPS CTAE Department is looking for one vendor to provide pricing for eight (8) miller welders.
- 2.3 The vendor must contact RCPS CTEA Department to schedule a delivery upon receipt of purchase order. All deliveries should be delivered to the Attn: Dionne Johnigan, CTAE Director, 1064 Culpepper Drive, Conyers, Georgia 30094.
- 2.4 Vendor must remove and dispose all work-related debris from the RCPS site. Vendors will not be allowed to utilize any RCPS dumpsters for the disposal of debris.
- 2.5 Vendors are required to supply, deliver, and install welders in accordance with the specifications herein.
- 2.6 Pricing must include labor, materials, and delivery charges necessary to complete the installation in accordance with the specifications of this bid.
- 2.7 Pricing must be submitted on the bid form which is a separate Excel spreadsheet.
- 2.8 All vendor employees working on RCPS property must wear an ID and must comply with all of

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the policies and procedures related to on-campus work that are in effect at the school or administrative site.

- 2.9 Vendor will be responsible for repairing any damages done to RCPS property while working on site. All repairs must be reviewed and approved by an authorized RCPS representative.
- 2.5 Any deviation from the specifications must be clearly identified in a letter accompanying the bid. The furnishing of cuts, catalogs, or printed descriptions will not relieve the Vendor of this requirement. The District will be the sole determiner as to whether the substituted item is of equal or better specification. If the District determines that the modifications or deviations from the specifications are not in compliance, the bid may be rejected.
- 2.10 Vendor's failure to deliver any items according to specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the Vendor's list.
- 2.11 For Goods: Manufacturers listed, as "Model Equivalence" in the ITB, are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. The District will be the sole determiner as to whether the substituted item is of equal or better specification.
- 2.12 If there is an error in the description or specifications contained in the ITB, the District reserves the right to notify each of the Vendors separate from the ITB of such specification or description change and may require all bids to be in compliance with such modification. In the case of an error in the specifications or the descriptions, the District further reserves the right to cancel the ITB and rebid.

**3.0 GENERAL INFORMATION:**

- 3.1 All communications regarding this solicitation must be with Marki Dixon, the Director of Purchasing for RCPS.
- 3.2 All questions or requests for clarification must be sent to Marki Dixon at <https://rockdaleschools.bonfirehub.com/opportunities/104413>.
- 3.3 All addendums related to this solicitation will be posted on RCPS website at [Bid Opportunities - Rockdale County Public Schools \(rockdaleschools.org\)](http://rockdaleschools.org) It is the contractor's responsibility to check the website for any addendums, responses to contractors' questions, or other communications related to this solicitation.
- 3.4 Vendor is not required to submit proof of insurance with proposal but must submit within five (5) business days after receiving a letter of intent. The insurance requirements are included in section 6 of the General Terms and Conditions.
- 3.5 The ACORD certificate of insurance must list Rockdale County Public Schools as the additional insured.

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- 3.6 Vendor agrees to and shall extend all of the same pricing, terms and conditions quoted to Rockdale County Public Schools (RCPS), to all RCPS authorized non-traditional schools and Departments.
- 3.7 Due to the large number of Vendors listed in certain commodity categories, not all Vendors will necessarily be sent an ITB each time one is issued. Invitations for Bid issued by the District are advertised on the District's internet-site <http://portal.rockdale.k12.ga.us/about/fs/ps/bids/Pages/default.aspx>. It is the vendor's responsibility to check the RCPS Bid Opportunities website for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

**4.0 PRICES QUOTED**

- 5.1 For Goods: Bid pricing must include any and all delivery charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- 5.2 All bid quotes MUST remain firm for the requested Contract term. If prices need to be increased due to market volatility, then the District reserves the right to award to the next lowest Vendor if that company is able to hold prices firm at their original bid price, or re-bid the item(s).
- 5.3 For multiple year Contracts, no more than one (1) price change on any individual product will be allowed during any following 12-month period. Actual price must be based on current manufacturer's price to the dealer plus dealer mark-up. Price changes to the District during the bid period will be allowed based on the percentage change of the manufacturer's cost to the dealer during the bid period. The District must be allowed a minimum of thirty (30) days notice before price changes become effective.
- 5.4 Quantities/amounts noted in the ITB are estimates. Vendors are advised that the actual number purchased/required may vary from those in the ITB, depending upon the needs of the District and the availability of funds.
- 5.5 Bids that contain minimum order amounts may not be accepted unless called for in the Special Terms and Conditions.
- 5.6 Prompt payment discounts will be considered for the purposes of bid evaluation and award.

**6.0 SAMPLES**

- 6.1 When required, samples must be furnished at the Vendor's expense and at no cost to the District.
- 6.2 Samples are to be labeled with product information/specifications.
- 6.3 The District will assume no responsibility for items lost or destroyed when being inspected or tested.

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**7.0 VENDOR'S EVIDENCE OF RESPONSIBILITY**

- 7.1 The District reserves the right to require a financial statement and/or Dun and Bradstreet rating from any Vendor who submits a bid. The Vendor must submit a current financial statement and/or Dun and Bradstreet rating within 24 hours after notification of such requirement.
- 7.2 If your company has not done business with the District within in the past five years, you are required to furnish all information listed on the Determination of Responsibility form.

**5.0 GENERAL TERMS AND CONDITIONS**

- 5.1 By submitting a response to this request, the contractor accepts the responsibility of reading, understanding and abiding by the General Terms and Conditions below:

The District shall evaluate proposals in accordance with the evaluation criteria set forth in this Request for Proposal (ITB). Subsequent to the opening of the sealed proposals, discussion may be conducted between the District and any responsive and responsible Bidder who submits a proposal that is determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In conducting any such discussions, the District shall not disclose any information derived from proposals submitted by competing Bidders. All such discussions shall be conducted by the Contract Administrator, Marki Dixon, and must be submitted in accordance to the Schedule of Events (Appendix A).

- 5.2 The District shall accord Bidders fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 5.3 The District reserves the right to reject all proposals, to reject any proposal that is non-responsive or not responsible, and to waive technicalities and formalities.
- 5.4 Any manufacturers listed within this proposal are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. RCPS will be the sole determiner as to whether the substituted item is of equal or better specification.
- 5.5 Bidders are instructed to carefully read all terms, conditions, and specifications set forth in the ITB. Proposal forms must be completed in their entirety. **Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by RCPS.** Each Bidder is required to furnish all information requested in the Invitation for Bid.
- 5.6 While the District desires the maximum amount of competition, it cannot assure that all potential Bidders will be sent an ITB each time one is issued. ITBs issued by the District are advertised on the District website,



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[https://www.rockdaleschools.org/departments/financial\\_services/purchasing/bid\\_opportunities](https://www.rockdaleschools.org/departments/financial_services/purchasing/bid_opportunities) .

Thus, Bidders are advised to view this site regularly for a listing of ITBs.

- 5.7 All Addenda will be posted on the District’s website (noted above). Bidders are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive. Addenda will be e-mailed to all potential Bidders who requested a copy of the ITB. The District will not be bound by oral responses to inquiries or written responses other than addenda.

**6.0 Insurance Requirements**

The Bidder/Contractor agrees that, prior to the beginning of any work by the Bidder/Contractor or any Subcontractor, as the case may be; the Bidder/Contractor will furnish, upon request, the following to the District.

- **Workers Compensation Insurance Certificate:**  
A certificate from insurance company showing a policy of Worker’s Compensation Insurance in any amount which fully complies with the statutory requirements of the State of Georgia and which includes \$1,000,000 employer’s liability or a certificate from Georgia Workmen’s Compensation Board showing Contractor as being an approved self-insured.
  
- **Commercial General Liability and Property Damage Insurance Certificate:**  
A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$1,000,000/2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. Personal Injury, including death – minimum limits of \$1,000,000 for each person and \$2,000,000 for each accident. Property Damage - minimum limits of \$1,000,000 for each accident and \$2,000,000 for aggregate of operations (annual).
  
- **Business Automobile Insurance:**  
A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

Disposition: Certificate of insurance must be sent to the District/Owner prior to commencement of work. See the following endorsement required on this certificate.

- The Contractor’s policies will be primary, non-contributory, and occurrence based. The insurer shall waive all rights of subrogation and contribution it may have against the District/Owner, its officers, employees and agents, and their respective insurers. The policy shall name the District as an additional insured in accordance with standard ISO additional insured endorsement form (CG2010(1185) or equivalent language.

All insurance policies shall be with carriers licensed to do business in the State of Georgia, and carry an AM Best rating of “A” or better.

**7.0 ADDITIONAL GENERAL TERMS AND CONDITIONS**

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By submitting a response to this request, the contractor accepts the responsibility of reading, understanding and abiding by the additional General Terms and Conditions below:

**7.1 DEBARMENT AND SUSPENSION VERIFICATION**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the contractor is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Vendor will immediately notify the District if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

**8.0 VENDOR REQUIREMENTS**

- 8.1 Vendor must be primarily engaged in the business of proving miller welders equipment.
- 8.2 Vendor must have proven experience in providing the service specified in this solicitation.
- 8.3 Vendor must have adequate equipment, qualified personnel and the financial ability to provide the services specified in this proposal.
- 8.4 The Rockdale County Board of Education desires that the Rockdale County Public Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any RCPS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than \$50.00), which must be disclosed to the immediate supervisor and the Department of Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted. (Refer to Policy GAG and GAJB).
- 8.5 All contractors and vendors desiring to do business with the RCPS and/or to participate on RCPS contracts shall be required to comply with Board policy GAG, Staff Conflict of Interest. All vendors and contractors doing business with the RCPS shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

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- 8.6. Vendors shall not contact RCPS Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal, request for qualifications or invitation for bid is formally under development and a recommendation is made by the administration to the Board; if applicable. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

**9.0 SUBMISSION REQUIREMENTS**

- 9.1 Proposals shall be submitted online via the following link:  
<https://rockdaleschools.bonfirehub.com/opportunities/104413>.
- 9.2 The following **required documents** must be submitted with your proposal:
- 1. Non-Submittal Response Form**
  - 2. Offeror affirmation form (required for valid submission)**
  - 3. Contractor information form (required for valid submission)**
  - 4. Bidder's Exceptions**
  - 5. Offeror reference form (required for valid submission)**
  - 6. Joint venture affidavit (check the appropriate box on the form)**
  - 7. Primary vendor / subcontractor utilization (check the appropriate box on the form)**
  - 8. Promise of non-discrimination (required for valid submission)**
  - 9. Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)**
  - 10. Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.**
  - 11. Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable**
  - 12. Affidavit of Exception, if applicable**
  - 13. Local Preference Form**
  - 14. Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)**
  - 15. Copy of local or state business license or permit.**
  - 16. Signature page to RCPS contract**
  - 17. Appendix E Certificate of Non-Collusion**
  - 18. Anti-Collusion Affidavit**
  - 19. Civil Right Assurance**
  - 20. Miller Welders Equipment Bid Tab Pricing (Excel File) Please attach.**
- 9.3 Proposals cannot be withdrawn after they have been submitted unless contractor makes a request in writing to the Director of Purchasing prior to the time set for receiving bids, or unless the Director of Purchasing fails to accept or reject the bids within one hundred and twenty (120) days after the date fixed for receiving said proposals.
- 9.4. Proposals which contain irregularities of any kind and/or do not comply fully with requirements stated in the solicitation documents may be rejected at the discretion of the Purchasing Manager. RCPS shall not be liable for any costs associated or incurred by contractor in conjunction with preparation of solicitation responses.
- 9.5. RCPS reserves the right to waive any minor informality or error in the solicitation or contractors' proposal which will not adversely affect competition.

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- 9.6. By submitting a response, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service and is in all respects fair and without collusion or fraud; that collusive pricing is understood to be a violation of state and federal law and can result in fines, prison sentences and civil damage awards. It is further agreed that contractor agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of RCPS and that the person signing this bid is duly authorized to bid on behalf of the contractor.
- 9.7. Failure to provide a submission with correct information listed may result in rejection of the proposal. If further information is required to demonstrate responsibility such as providing copies of licenses or permits (other than those mentioned, certificates, etc., the contractor will be notified, in writing and given five (5) days from notification to supply such information.

After the closing date and time, Procurement Services will conduct an administrative review of all bids received to determine responsiveness. Bids that are deemed to be responsive will be evaluated. Bids that are deemed to be non-responsive will not be evaluated or considered for award.

**10.0 AWARD**

- 10.1 Please be advised that it is the policy of the Rockdale County Public Schools that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the contractor.
- 10.2 This contract shall be for one (1) base term (of one year or less) with four (4) one-year options to renew at the sole discretion of the Superintendent of RCPS. The contract will be conditional upon the contractor's ability to comply with requirements set forth in the solicitation documents.
- 10.3 RCPS has selected as its owner's representative, Director of Nutrition. Supervision of the contract will be performed by the owner's representative or his/her designee.
- 10.4 Contractor shall not provide goods or services until a purchase order has been issued by RCPS's Purchasing Department.
- 10.5 The original and one (1) copy of itemized invoices must be submitted to:  
Rockdale County Public Schools  
**Attn: Accounts Payable Department**  
P. O. Box 1199  
Conyers, Georgia 30012
- 10.6 Invoices must include the RCPS purchase order number and the "ship to"

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location where the goods and/or services were delivered that do not include this information will be returned to the vendor.

10.6.1 Separate invoices are required for each purchase order.

10.6.2 The accounts payable department may be contacted at (770) 860-4256.

10.7 Vendor Payment

RCPS may make payments to vendors via one of the following:

10.7.1 Automated Clearing House (ACH)

10.7.2 Check

10.8 At the end of each contract term, the awarded vendor may request a price re-determination. Price re-determination requests must be submitted to the Purchasing Department Contract Administrator ninety (90) days prior to the contract term expiration date accompanied by justification of price re-determination. RCPS may, at its discretion:

10.8.1 Accept the proposed price re-determination.

10.8.2 Reject the proposed price re-determination.

10.8.3 Suggest an alternative price re-determination.

10.9 If RCPS rejects a proposed price re-determination the awarded vendor may:

10.9.1 Continue with the existing pricing.

10.9.2 Suggest an alternative price re-determination.

10.9.3 End the contract.

10.10 RCPS reserves the right to reject all proposals when such action is in the best interest of the district.

10.11 Awards will be posted on the RCPS website at:

[https://www.rockdaleschools.org/departments/financial\\_services/purchasing/bid\\_opportunities](https://www.rockdaleschools.org/departments/financial_services/purchasing/bid_opportunities)

10.12 RCPS reserve the right to award this contract to **one** or multiple vendors.

10.13 Prices will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (ITB) will be evaluated based upon criteria formulated around best value, which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply services or commodities. A contract will be awarded to the lowest responsive and responsible Bidder whose proposal meets the requirements, specifications and contract terms contained in the ITB.

10.14 Proposals must include any and all delivery charges, unless otherwise stated. Delivery will be as specified under Shipping.

10.15 All prices are to be FOB destination; as specified in the Special Terms and Conditions.

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- 10.16 Time of delivery is part of the bid and must be adhered to. Delivery times in excess of ten (10) business days are not favored and may not be accepted. If it is impossible to meet the delivery specified in the bid, Vendor shall state the best delivery possible in the space provided on the Bid Request. Time shall be stated in days and days shall mean “calendar days”.
- 10.17 If the items have not been delivered by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items and/or any other pending purchase orders from the same Vendor and/or permanently remove the Vendor from the District’s Vendor list.

**11.0 CONTRACT**

- 11.1 By submitting a response to this solicitation, the contractor affirms that it has read and will accept all provisions of the contract as written and attached to this solicitation. Contractor also understands that these provisions are non-negotiable and that the contract is not legally binding upon the parties until executed by RCPS and contractor. The contractor must sign and submit the contract signature page with the response to the solicitation. By doing so, the contractor acknowledges that it accepts the provisions of the RCPS contract as written.
- 11.2 Should the General Terms and Conditions be in conflict with the Special Terms and Conditions, the Special Terms and Conditions will prevail.

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**APPENDIX E**

**CERTIFICATE OF NON-COLLUSION**

**By responding to this solicitation, the Contractor understands and agrees to the following:**

He or she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Certificate, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor, or to secure through an collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County Public Schools or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this Certificate.

**Contractor's Full Legal Name:  
(PLEASE TYPE OR PRINT)**

\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_

**Printed Name and Title of Person  
Signing:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Company Address:**

\_\_\_\_\_

**Fax Number:**

\_\_\_\_\_

**Email Address:**

\_\_\_\_\_

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**ANTI-COLLUSION AFFIDAVIT**

STATE OF:

COUNTY/CITY OF:

\_\_\_\_\_, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

\_\_\_\_\_  
Signed

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public (or Clerk or Judge) \_\_\_\_\_

My commission expires: \_\_\_\_\_



**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**Exhibit 1  
NON-SUBMITTAL RESPONSE FORM**

ITB Name: Miller Welders Equipment Bid

ITB Number: 2024-0007

**NOTE TO VENDOR:**

If your company's response is a "non-submittal", Rockdale County Public Schools (RCPS), is very interested in the reason for such response since RCPS desires to ensure that the purchasing process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

**Please complete and fax this form to: (770) 918-6171**

Please indicate your reason for responding with a "non-submittal":

- Unable to meet the requirements for this solicitation.
- Unable to provide the goods or services specified in this solicitation.
- Unable to meet time frame established for start and or completion of project.
- Received too late to submit a bid. Received on: \_\_\_\_\_
- Please remove our company's name from receiving similar type solicitations.

Other (Please explain): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your response will be reviewed and placed in the solicitation file. Your input will assist RCPS in determining changes necessary to increase participation in the solicitation process.

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Company address

( ) \_\_\_\_\_  
Company telephone number

( ) \_\_\_\_\_  
Company fax number

\_\_\_\_\_  
Primary company contact e-mail address

\_\_\_\_\_  
Authorized company official signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**OFFEROR AFFIRMATION FORM**

(This form must be completed and returned with your response)

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

ITB Name: Miller Welders Equipment Bid

ITB Number: 2024-0007

After careful examination of the solicitation document in its entirety, Miller Welders Equipment Bid Solicitation No. 2024-0007 and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

For consideration of this proposal, the undersigned hereby affirms that:

1. He/she is a duly authorized official of the offeror,
2. No changes were made to the original ITB document,
3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document,
4. The offeror will accept any awards made to it as a result of the proposal submitted herein for a minimum of one hundred and twenty (120) calendar days following the date of submission,
5. The offeror will accept the terms and conditions set forth in the contract template attached hereto.

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the Director of Purchasing within five (5) days of the request, a certificate of insurance indicating the coverages specified within this solicitation.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

Nondiscrimination in Employment: We, the supplier of goods, materials, equipment or services covered by this bid or contract, have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Respectfully submitted,

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

( \_\_\_\_\_ )  
Business Telephone Number

( \_\_\_\_\_ )  
Fax

\_\_\_\_\_  
E-mail Address

The full names and addresses of persons and organizations interested in the foregoing Request for Bids as principals of the company are as follows:

\_\_\_\_\_  
The legal name of the bidder is:

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**CONTRACTOR INFORMATION FORM**

(This form must be completed and returned with your response)

ITB Name: Miller Welders Equipment Bid

ITB Number: 2024-0007

Full Company Legal Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Name for Solicitation: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Name for Contract: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Name for Purchase Order's: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Purchase orders may be delivered via e-mail or fax. Please indicate your preferred delivery method and provide an e-mail address or fax number where they should be sent.

E-mail  \_\_\_\_\_ Fax  (\_\_\_\_) \_\_\_\_\_

Company Web Site: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_ Duns #: \_\_\_\_\_

Check one of the following:  Independently owned and operated:  An Affiliate or Division of:

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

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

(1.) Does the company utilize an Affirmative Action Plan for Equal Employment Opportunity? Yes  No

(2.) Has the company implemented a compliance program in accordance with the Americans with Disabilities Act? Yes  No

(3.) Have any conditions or restrictions been placed on this proposal by the company that would cause it to be declared non-responsive? Yes  No

(4.) If recommended for award will company provide proof of insurance as required? Yes  No

(5.) Is the company currently debarred from doing business with any federal, state or local agency? If yes please provide details and submit on a separate sheet. Yes  No

(6.) Has the company ever defaulted on a contract or been denied a contract due to non-ability to perform? If yes; please provide details on a separate sheet. Yes  No

(7.) Does the company accept payment by credit card? Yes  No

(8.) Is the company registered as a vendor with Rockdale County Public Schools? Yes  No

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**EXHIBIT 3**

**BIDDER'S EXCEPTIONS**

**[If the BIDDER chooses to object to any contractual term, it must submit here, in writing, the basis of the objection and, if appropriate, proposed alternative language. An objection, should one exist, is called a Bidder Exception. The DISTRICT will give due consideration to any objection. If the DISTRICT deems the objection unacceptable, the objection must be withdrawn or the bid or proposal may be considered non-responsive and rejected.]**

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**OFFEROR REFERENCE FORM**

(This form must be completed and returned with your response)

ITB Name: Miller Welders Equipment Bid

ITB Number: 2024-0007

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Note: do not use Rockdale County Public Schools as a reference.

References for: \_\_\_\_\_  
(Company Name)

1. Company: \_\_\_\_\_  
Address, City, State, Zip: \_\_\_\_\_  
Name/title of Contact Person: \_\_\_\_\_  
Telephone : (        ) \_\_\_\_\_ Fax: (        ) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Provide the scope of work and date of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company: \_\_\_\_\_  
Address, City, State, Zip: \_\_\_\_\_  
Name/title of Contact Person: \_\_\_\_\_  
Telephone : (        ) \_\_\_\_\_ Fax: (        ) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Provide the scope of work and date of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company: \_\_\_\_\_  
Address, City, State, Zip: \_\_\_\_\_  
Name/title of Contact Person: \_\_\_\_\_  
Telephone : (        ) \_\_\_\_\_ Fax: (        ) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Provide the scope of work and date of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**JOINT VENTURE AFFIDAVIT**

(This form must be completed and returned with your response)

Primary Vendor Name: \_\_\_\_\_

If this will not be a joint venture, check this box:

ITB Name: Miller Welders Equipment Bid  
ITB Number: 2024-0007  
State of: \_\_\_\_\_

County of: \_\_\_\_\_

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

**Joint Venture Company "A"**

Company Name \_\_\_\_\_ Federal ID No. \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check all that apply:

- Sole Proprietorship
- Partnership
- Corporation
- N/A, other

**Joint Venture Company "B"**

Company Name \_\_\_\_\_ Federal ID No. \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check all that apply:

- Sole Proprietorship
- Partnership
- Corporation
- N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**JOINT VENTURE AFFIDAVIT**

This Joint Venture Statement is executed so that the named contractors/companies, as one organization, may under such joint venture, bid upon said contract, and be awarded the contract if they should become the successful bidder therefore, any bid, bond and agreement relating to joint venture and each and every contractor name herein, severally and jointly. Simultaneous with the execution of the contract, the contractors entering into this joint venture shall designate and appoint a project manager to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said contract.

The Joint Venture shall be known as: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

3. On a separate sheet provide the following information and reference the section number:
  - A. Describe the capital contributions by each joint venture and accounting therefore.
  - B. Describe the financial controls of the joint venture. Will a separate cost center be established? Which joint venture company will be responsible for keeping the books? How will the expenses be reimbursed? What is the authority of each joint venture company to commit or obligate the other?
  - C. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
  - D. Describe the estimated contract cash flow for each joint venture company.
  - E. How and by whom will the on-site work be supervised?
  - F. How and by whom will the administrative office be supervised?
  - G. Which joint venture company will be responsible for material purchases including the estimated cost thereof? How will the purchases be financed?
  - H. Which joint venture company will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
  - I. Describe the experience and business qualifications of each joint venture company.
  - J. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.





**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**PRIMARY VENDOR / SUBCONTRACTOR UTILIZATION**

(This form must be completed and returned with your response)

ITB Name: Miller Welders Equipment Bid  
ITB Number: 2024-0007

Primary Vendor Name: \_\_\_\_\_  
If subcontractors will not be used check this box:

**List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.**

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**PROMISE OF NON-DISCRIMINATION**  
(This form must be completed and returned with your response)

In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of the RCPS, each potential vendor shall be required to submit to the RCPS Office of Contract Administration, a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for RCPS, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

“Know All Men by These Presents, that I/We,

(\_\_\_\_\_  
Authorized Company Representative Name(s)

(\_\_\_\_\_  
Authorized Company Representative Title(s)

(\_\_\_\_\_  
Name of Company

(Hereinafter “Company”), in consideration of the privilege to bid on contracts funded in whole or in part by Rockdale County Public School (hereinafter, “RCPS”) , hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, sex, religion, national origin, marital status, sexual orientation , age, or disability in connection with any bid submitted to RCPS, or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females:
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company and RCPS remains in force and effect;
- (4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with RCPS; and
- (5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the RCPS to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
Solicitation Name

\_\_\_\_\_  
Solicitation Number

\_\_\_\_\_  
Authorized Company Representative Name

\_\_\_\_\_  
Authorized Company Representative Signature

\_\_\_\_\_  
Date

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Rockdale County Public Schools

\_\_\_\_\_  
Name of Public Entity

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 20\_\_\_\_  
in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me  
On This The \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_.

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

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

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**Subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Rockdale County Public Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Contractor

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

Rockdale County Public Schools

\_\_\_\_\_  
Name of Public Entity

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

Executed on \_\_\_\_\_, 20\_\_\_\_

in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This The \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_.

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

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

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**Sub-subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_(name of contractor) on behalf of Rockdale County Public Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub- subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub- subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub- subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Contractor

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

Rockdale County Public Schools

\_\_\_\_\_  
Name of Public Entity

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

Executed on \_\_\_\_\_, 20\_\_\_\_

in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This The \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_.

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

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

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**Affidavit of Exception**

I attest that I am exempt from providing an Affidavit of Compliance to Rockdale County Public Schools pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

\_\_\_\_\_ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for Rockdale County Public Schools.

**\*In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license.**

**(Please see**

**[http://www.georgia.gov/vgn/images/portal/cit\\_1210/50/35/173461453Lists\\_of\\_states\\_that\\_verify\\_immigration\\_status\\_7\\_26\\_11.pdf](http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigration_status_7_26_11.pdf) for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.)**

\_\_\_\_\_ My company/firm will render services to Rockdale County Public Schools; however, the services will not be rendered in the State of Georgia.

\_\_\_\_\_ My company/firm will only provide goods to Rockdale County Public Schools and will not render any physical services to Rockdale County Public Schools.

\_\_\_\_\_ My company/firm will render services to Rockdale County Public Schools, however my company/firm has ten (10) or fewer full-time employees.

Vendor Name: \_\_\_\_\_

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

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

Executed on \_\_\_\_\_, 20\_\_\_\_

in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This The \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_.

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

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

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**Local Preference**

In order to encourage and promote Rockdale County Public Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

**Local Area**

The chart below shows the counties and cities considered local for preference purposes. A business must have been registered in one of the below jurisdictions for at least 12 months to receive local preference.

County	Cities
Clayton	Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, Riverdale
Cobb	Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, Smyrna, Vinings
DeKalb	Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain
Fulton	Atlanta, Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City
Gwinnett	Berkeley Lake, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Snellville, Sugar Hill, Suwanee
Rockdale	Conyers, Oxford, Covington, McDonough, Stockbridge, Walton

**Certification**

Local businesses that wish to receive preferential consideration shall submit a copy of one or more valid Occupational Tax Registration Certificate(s) issued by Clayton, Cobb, DeKalb, Fulton, Gwinnett or Rockdale counties or by a city government located within the six-county metro area (e.g. Atlanta, Decatur, Marietta) covering the last 12 month period to certify qualification for the preference as part of each proposal or response.

**Procedures for local preference**

*Request for Proposals (RFP)* – If a local business meets the quality standards established for the RFP process, the local business shall be awarded five (5) additional points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Purchasing Department or his/her designee.

*Invitations for Bid (ITB)* – In general, price is the deciding factor in RCPS invitation to bid processes. In cases when two or more responses offer the same price to the district, local preference will be used as a tiebreaker.

**In order to qualify for local preference based on the requirements listed above, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.**

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

Company Qualifies for Local Preference:      Yes       No

Occupational Tax Registration Certificate issued by:

County: \_\_\_\_\_ or City: \_\_\_\_\_

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**SOLICITATION CHECKLIST**

(This form must be completed and returned with your response)

ITB Name: Miller Welders Equipment Bid  
ITB Number: 2024-0007

The following items must be completed and submitted online with your response.

1.  Non-Submittal Response Form
2.  Offeror affirmation form (required for valid submission)
3.  Contractor information form (required for valid submission)
4.  Bidder's Exceptions
5.  Offeror reference form (required for valid submission)
6.  Joint venture affidavit (check the appropriate box on the form)
7.  Primary vendor / subcontractor utilization (check the appropriate box on the form)
8.  Promise of non-discrimination (required for valid submission)
9.  Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)
10.  Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
11.  Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
12.  Affidavit of Exception, if applicable
13.  Local Preference Form
14.  Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)
15.  Copy of local or state business license or permit.
16.  Signature page to RCPS contract
17.  Appendix E Certificate of Non-Collusion
18.  Anti-Collusion Affidavit
19.  Civil Right Assurance
20.  Miller Welders Equipment Bid Tab Pricing (Excel File) Please attach.

How did you hear about this solicitation?

- RCPS Website  
 Georgia Procurement Registry  
 Other (please list) \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Date



**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

**APPENDIX C**

**CONTRACT FOR  
MILLER WELDERS EQUIPMENT BIDS**

**SOLICITATION NO: 2024 - 0007**

**Between:**

**ROCKDALE COUNTY BOARD OF EDUCATION,**

**on behalf of the**

**ROCKDALE COUNTY SCHOOL DISTRICT**

**and**

---

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_**

**Rockdale County Public Schools  
Miller Welders Equipment Bid No. 2024-0007**

CONTRACT made this     day of    , **2023**, between Rockdale County Board of Education (“Board”), on behalf of the Rockdale County School District (“District”), and **Vendor’s Name** (“Vendor”).

In consideration of mutual covenants, Parties agree as follows:

**GENERAL TERMS:**

**1. Scope of the Contract**

The Vendor must provide the services, goods, or software to the District as defined in **Exhibit 1**. The Vendor and District expressly agree that the General Terms listed in this executed Contract for Learning Resources shall supersede all conflicting provisions or terms and conditions listed in **Exhibit 1**, a subsequent purchase order, Vendor quote, Vendor invoice, or “click wrap” or other Vendor generated agreements, and the Contract for Learning Resources shall govern.

The parties acknowledge that a local school of the District may contract with the Vendor for a school- specific learning resource that is not included in **Exhibit 1** or in the Total Obligation listed below. If the Vendor contracts with a local school for a school-specific learning resource, then the Vendor and the District agree that the General Terms listed in this Contract for Learning Resources shall govern that transaction. The Vendor and local school may execute a purchase order that specifically lists the school-specific learning resource that the local school is purchasing, the total obligation of that school-specific purchase, and the term of that school-specific purchase. By signing below, the Vendor acknowledges that the General Terms listed in this districtwide Contract of Learning Resources shall govern and supersede all conflicting terms listed in the school-specific purchase order for a school-specific learning resource.

**2. Payment Terms/ Payment Schedule**

The District must pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit 1**. [See standard terms for example of language for payment schedule.]

**3. Contract Term**

**Option One:**

This Contract is effective on \_\_\_\_\_ (“Effective Date”) and it continues until 12:00 midnight (EST) on \_\_\_\_\_ unless terminated earlier as provided by this Contract or by law.

**Option Two:**

Either party shall have the right to terminate this Contract with 30 days’ notice.

**Option Three:**

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**THIS LANGUAGE MUST BE INCLUDED IN CONTRACTS LASTING FOR MORE THAN 1 YEAR. The TOTAL OBLIGATION OF THE DISTRICT for each year must be clearly stated.**

a. **Statutory Contract Term/ Automatic Renewal**

In compliance with O.C.G.A § 20-2-506, this Contract continues from the Effective Date until 12:00 midnight (EST) on December 31, 2023, at which time the Contract shall terminate absolutely and without further obligation or penalty on the part of the District. Unless the District resolves by majority vote on or before December 21st of any year to not renew this Contract for the following year, Contract shall automatically renew itself at 12:01 a.m. on January 1, 2024, and at the same time each year thereafter, for one-year terms or to date of expiration if less than one-year term, without further action being required by either party hereto or until this Contract is fully performed or terminated in a manner provided for in this Contract. If the District resolves or the Superintendent determines, not to renew this Contract, the District or Superintendent must notify Vendor in writing of the termination. Upon the termination, Vendor must perform all services and deliveries all schools require to be provided through December 31<sup>st</sup>, and the District must pay Vendor all fees due for accepted services and accepted goods through December 31<sup>st</sup> of that year. The terminated contract must not impose any further obligation or penalty on the part of the District.

b. **Total Obligation**

Pursuant to O.C.G.A § 20-2-506(b), the Contract must contain the District’s total financial obligation on the contract for each calendar year of the contract, including all calendar years the contract may renew:

The total obligation under this Contract is as follows:

<b>FY2024</b>	<b>\$ Enter Amount for Each Year (BaseYear)</b>
<b>FY2025</b>	_____
<b>FY2026</b>	_____
<b>FY2027</b>	_____
<b>FY2028</b>	_____

4. **Governing Law; Designation of Forum**

The laws of the State of Georgia govern all matters arising out of or relating to this Contract and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract must bring the legal action or proceeding in the state or federal courts of the State of Georgia.

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**5. Dispute Resolution Prior to Legal Action**

**Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation**

In addition to any informal negotiations between the parties, no civil action with respect to any claim arising out of this Contract may be commenced without first giving fourteen (14) calendar days written notice to the District of the claim and the intent to sue.

Prior to a civil suit, either party may elect to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the claim. The parties will cooperate in selecting a mediator and in scheduling the mediation in Atlanta, Georgia (or mutually accepted location). The parties will participate in the mediation in good faith and will share equally the cost of mediation.

No party may commence a civil suit with respect to the matters submitted to mediation until after the completion of the initial mediation session or until forty-five (45) calendar days after the date of the delivery of the written demand for mediation to the other party, whichever occurs first.

**6. Contract Termination**

**6.1.** As provided by Georgia law, this Contract will terminate immediately and absolutely if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of District under this contract.

- a.** The District reasonably believes that sufficiently legally available funds can be obtained to make all payments due hereunder.
- b.** The District must notify the Vendor immediately if funds to meet the District's obligations become unavailable.
- c.** The determination of the District as to the insufficiency of funds is conclusive.

**6.2.** If the Vendor breaches any term or condition of this Contract or any other event occurs which demonstrates a reasonable likelihood that the Vendor is unable or unwilling to fulfill its obligations under the Contract, the District shall be entitled to immediately terminate this Contract.

- a.** In the alternative, the District, in its sole discretion, may, upon request from the Vendor, provide the Vendor with ten (10) days written notice that the Vendor may avoid termination of the agreement by curing, to the satisfaction of the District, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days.
- b.** The determination of the District as to the appropriateness of allowing the Vendor an opportunity to cure, and as to the time allowed for any such cure, shall be conclusive, based on consideration of the circumstances of the breach; on the consequences of the breach as to security and other critical aspects of operations, and, on the time constraints existing at the time of such breach.

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**Miller Welders Equipment Bid No. 2024-0007**

- c. Any allowance by the District of an opportunity for the Vendor to cure a specific breach shall not operate as a waiver by the District of its right to refuse such an opportunity to cure in the event of any other breach and shall not establish any course of dealing or performance between the parties.
- d. The District is not required to terminate a contract even though the circumstances permit such an action.

**6.3.** The District, through its Board of Education, may terminate this Contract, in whole or in part, by written notice to the Vendor and may regard the Vendor in default of this Contract if the Vendor becomes:

- a. Insolvent;
- b. Makes a general assignment for the benefit of creditors;
- c. Files a voluntary petition of bankruptcy;
- d. Suffers or permits the appointment of a receiver for its business or assets;
- e. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- f. Has wound up or liquidated, voluntarily or otherwise.

**6.4.** The District, through its Board of Education may terminate this Contract, in whole or in part, immediately, without notice, if the Vendor is debarred or suspended from performing services on any public contracts. Vendor must notify the District within twenty-four (24) hours of learning that it is debarred or suspended from performing services on any public contract.

**6.5.** The District, through its Board of Education reserves the right to terminate this Contract for any reason upon giving the Vendor thirty (30) days written notice.

- a. If the written notice of termination pursuant to this section states that termination is for the convenience of the District, the Vendor shall be entitled to payment for:
  - i. Reasonable costs incurred through the date of notice of termination (not the effective date of termination), and
  - ii. Charges for deliverables provided to the District through the effective date of termination, but only to the extent that funds designated for the deliverables are available to make payment.

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6.6. Upon the termination for any reason or expiration of this Contract, the Vendor promptly must return to the District all Welder, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to the Board.

**7. Indemnification**

7.1. Vendor hereby waives and agrees to indemnify and save harmless the Board of Education and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as “Indemnitees”), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnitees in consequence of the granting of this Contract or which may otherwise result therefrom.

7.2. Vendor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

7.3. If any judgment shall be rendered against the District in any such action, Vendor shall, at his or her own expense, satisfy and discharge the same.

7.4. Any performance bond or insurance protection required by this contract, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnitees as herein provided.

7.5. Vendor’s obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

**8. Spoliation**

Vendor shall promptly notify of all potential claims that arise from or result from this Contract. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the District the opportunity to review and inspect the evidence, including the scene of any accident.

**9. Confidentiality of Student Educational Records**

**9.1. Definition of Data**

“School System Data” means all confidential student records or confidential student record information that contains personally identifiable information as defined by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and accompanying regulations, and any other non-public student information, including but not limited to

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student data, metadata and user content; any other personal or financial information that would be deemed non-public, confidential or the disclosure of which would constitute an invasion of privacy, under federal or state law.

**9.2. Vendor Obligation to Maintain Confidentiality**

Vendor shall:

- a.** Only collect School System Data necessary to fulfill its duties as outlined in the written agreement between District and Vendor.
- b.** Only use School System Data for the purpose of fulfilling its duties under this Contract between the parties.
- c.** Store and process School System School System Data pursuant to the executed Rockdale County Public Schools Student Data Privacy Requirements, which is incorporated herein and attached as Exhibit 2.
- d.** Indemnify and hold harmless the District against all third-party claims related to security or privacy incidents related to Vendor's use or possession of District data.

Vendor shall not:

- a.** Disclose School System Data (as defined in subsection 9.1) to any person or entity except:
  - i.** To those that need to know or have access to School System Data for the purposes of providing services under the Contract between the Vendor; provided Vendor ensures that those accessing School System Data are bound by the provisions of this Contract; and
  - ii.** In compliance with a lawfully issued subpoena or court order. Vendor agrees that it will notify the District before it releases Data under a lawfully issued subpoena or court order.
- b.** Use School System Data to advertise or market to students or their parents.
- c.** Mine School System Data for any purposes other than those agreed to by the Parties under a written agreement.
- d.** Share School System Data with any additional parties without prior written consent of the District except as required by law.

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- e. Attempt to or reidentify de-identified School System Data.

The parties acknowledge that Vendor is considered a school official for the purposes of FERPA compliance.

**9.3. Return of Confidential Student Educational Records**

Upon the written request by the District, within thirty (30) calendar days, Vendor must return to the District or destroy all School System Data. If the Vendor destroys the School System Data, Vendor must certify that it has done so in writing and deliver that certificate to within thirty (30) calendar days of the District's initial written request for the Vendor to return or destroy all School System Data.

**9.4. Family Educational Rights and Privacy Act (FERPA)**

To the extent required by applicable law, Vendor's compliance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g is a condition of this Contract.

**9.5. Student Data Privacy, Accessibility, and Transparency Act**

To the extent required by applicable law, Vendor's compliance with requirements of the Student Privacy, Accessibility, and Transparency Act, O.C.G.A. § 20-2-660 *et seq.* is a condition of this Contract.

**9.6. Protection of Pupil Rights Amendment (PPPA)**

To the extent required by applicable law, Vendor's compliance with the requirements of the Protections of Pupil Rights Amendment (PPPA) 20 U.S.C. § 123h is a condition of this Contract.

**9.7. Children's Online Privacy Protection Act (COPPA)**

To the extent required by applicable law, Vendor's compliance with the requirements of the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. §§ 6501 *et seq.* is a condition of this Contract.

**10. Georgia Public Records**

**10.1.** The District must comply with the Georgia Open Records Act, O.C.G.A § 50-18-70 *et seq.*, ("the Act") and release public documents as defined by the Act upon request, including this Contract and all records created and maintained in relation to this Contract.

**10.2.** O.C.G.A. § 50-18-72(a) exempts student educational records which shall be kept confidential as required by FERPA, 20 U.S.C. § 1232(g) and its supporting regulations, Georgia law and Section 9 above.



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**10.3.** O.C.G.A. § 50-18-72(f) exempts computer programs and computer software, as defined below, that is used or maintained during the District’s operation. They are not subject to the Act.

- a. “Computer program” means a set of instructions, statements, or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.
- b. “Computer software” means one or more computer programs, existing in any form, or any associated operational procedures, manuals, or other documentation.

**11. Publicity**

The District does not endorse the goods, services, or software of the Vendor. Except for listing District as a client during the term of this Contract, news releases or other publicity concerning this Contract must not be made by Vendor without the prior written approval of the District.

**12. Drug/Alcohol/Tobacco/Weapons Free Workplace**

**12.1.** The Vendor and all subcontractors or agents, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Georgia law and the federal “Drug-Free Schools Act”, during the performance of this Contract and while on school premises or at school related functions.

**12.2.** Pursuant to O.C.G.A. § 16-11-127.1, the Vendor and all subcontractors or agents, if any, shall not possess any weapons, as defined by Georgia law, on school property, in school buildings, at school related functions, or within 1,000 feet of school property, school buildings, or school functions.

**12.3.** The Vendor and all subcontractors or agents, if any, also shall adhere to all Board of Education policies and regulations that prohibit the possession, distribution sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions.

**12.4.** Failure to comply with this provision may be considered a material breach.

**12.5.** The District, through its Board of Education, may suspend or terminate the Vendor, subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

**13. The District Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment.**

**13.1.** The District does not discriminate or harass and it strictly prohibits discrimination and harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, pregnancy, veteran status, genetic

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information, sexual orientation, gender identity, or any other lawfully protected characteristic, protected group status or activity (e.g., opposition to prohibited discrimination or participation in the statutory complaint process) as protected by law in any of its educational programs or activities or in employment policies and practices. Vendor certifies that it will comply all laws that prohibit discrimination and harassment.

**13.2.** The District prohibits unlawful discrimination or harassment including sexual harassment. Vendor and subcontractor and agents, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

**13.3.** The District may suspend or terminate Vendor or subcontractors or agents or both if it violates these laws, policies, regulations, or provisions while on school premises.

**14. Vendor and Subcontractor Compliance with Employment Eligibility Verification (O.C.G.A. § 13-10-91).**

**14.1.** Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract;

**14.2.** If the Vendor employs or contracts with any subcontractor(s) in connection with this Contract, the Vendor will secure from the subcontract (s) such subcontractor (s') indication of the employee-number category applicable to the subcontractor as shown in subsection b above;

**14.3.** The Vendor's compliance with the requirements of O.C.G.A § 13-10-91 and Rule 300-101-.02 shall be attested by the execution of the Vendor Affidavit which is attached hereto, marked Exhibit 3 and incorporated within this Contract;

**14.4.** If the Vendor employs or contracts with any subcontractor(s) in connection with this Contract, the Vendor will secure from such subcontractor (s) attestation of the subcontractor (s') compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor (s') execution of the subcontractor (s) affidavit attached hereto, marked Exhibit 4 and incorporated within this Contract and shall maintain records of such attestation for inspection by the Board at any time.

**a.** Such subcontractor (s) affidavit shall become a part of the Vendor/subcontractor agreement.

**14.5.** All portions of contracts and any incorporated affidavits shall be open for public inspection in this state at reasonable times during normal business hours.

**15. Vendor Compliance with O.C.G.A. § 50-8-85**

**15.1.** Compliance with the requirements of O.C.G.A. § 50-8-85 are conditions of this Contract.

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**15.2.** Vendor certifies that Vendor is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined by O.C.G.A. § 50-8-85

**16. Compliance with the Law**

**16.1.** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or Vendors. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. Vendor and Vendor's personnel shall also comply with all District policies and standards in effect during the performance of the Contract, including but not limited to the District's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.

**17. Sales Tax**

**17.1.** In accordance with O.C.G.A. § 48-8-3(1), the District is exempt from sale and use taxes and shall not pay any sales tax under this Contract.

**17.2.** The District, upon written request, will provide the Vendor with applicable tax exemption certificates.

**18. No Warranty Disclaimer**

**18.1.** The Vendor warrants that its services or goods or both fit the need or purpose of the Request for Proposal ("ITB) or quote for Service.

**18.2.** The Vendor shall not disclaim these warranties.

**19. Mutual Limitation on Damages Except for Limited Situations**

No Party shall be liable to another Party for, nor shall the measure of damages:

**19.1.** Include, any consequential, incidental, indirect, punitive, or special damages arising out of or relating to its acts or omissions arising from this Contract.

**19.2.** This limitation of liability shall not apply, however, to liability of the Vendor arising from:

- a.** Personal injury or death;
- b.** Defect or deficiency caused by willful misconduct or fraud on the part of the Vendor; or
- c.** Circumstances where the contract expressly provides the District a right to damages, indemnification or reimbursement.

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**20. Assignment of Personnel**

**20.1.** All persons assigned to perform the Services under this Contract shall be qualified to perform such Services.

- a.** Personnel assigned by the Vendor shall have all professional licenses required to perform the Services. Vendor will notify the District immediately, but in no case, no later than twenty-four (24) hours if personnel assigned by Vendor has his or her professional license suspended or revoked. Vendor agrees and acknowledges that failure to maintain a valid professional license will result in the removal of the personnel assigned by Vendor without penalty to the District.
- b.** If the District believes that the performance or conduct of any person employed or retained by Vendor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify the Vendor in writing and the Vendor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

**20.2.** The Vendor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the ITB or quote for Services and this Contract.

**21. Software and Specifications**

The Vendor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) which appear in the ITB and the terms of the Contract.

**22. Software Licenses**

**22.1.** Vendor shall provide Software licenses ("Licenses") in compliance with the specifications contained in the ITB or quote for Services, and the terms of the Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Vendor hereby grants an irrevocable, nonexclusive, worldwide, perpetual, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, modify, display, and perform copies of Software and accompanying documentation in accordance with the licensing capacity (if any) specified in the ITB and or applicable quote for Services. The District may copy the Software as necessary to efficiently utilize the Software. Without limiting the generality of the foregoing, such rights shall include copying

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rights granted to “owners of copies” under federal copyright laws of the United States, plus copying:

- a. For backup, archive or emergency restart purposes;
- b. For disaster recovery and disaster recovery testing purposes;
- c. To migrate the Software for use on other computers and/or hardware; and
- d. To store the Software at any off-premise location which the District uses for storage purposes.

If Vendor is acting as a reseller of the Software, Vendor must provide the licenses, as required by the Software publishers, to the District and shall coordinate with any negotiations of such licenses as may be conducted between the District and the Software publishers. All licenses provided hereunder shall remain in effect *perpetually*.

**23. Exclusions**

**23.1.** Except as expressly permitted by this Contract, the District agrees that it will not:

- a. Lease, loan, resell, sublicense or otherwise distribute the Software to entities or individuals who are not party to this Contract;
- b. Permit third-party access to, or use of, the Software, except as permitted in the Contract;
- c. Create derivative works based on the Software;
- d. Reverse engineer, disassemble, or decompile the Software; or
- e. Remove any identification or notices contained on the Software.

The District will notify Vendor if the District becomes aware of any unauthorized third-party access to, or use of, the Software.

**24. Services and other Deliverables**

Vendor shall provide services and other deliverables (“Services”) in compliance with the specifications contained in the ITB or quote for Services, in Vendor’s Response to the ITB or quote for Services, and the terms of the Contract. “Services” shall include administration, distribution, installation, configuration, support and training services as further described in the ITB or quote for Services. Vendor and any employees of Vendor will perform the services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such services are provided.

**25. Product Shipment and Delivery**

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All products shall be provided as required by the provisions of the ITB or quote for Services. Unless the ITB or quote for Services requires otherwise, all products shall be made available either by online download or shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the ITB or quote for Services or any provided Purchase Order. All items shall be at Vendor's risk until they have been delivered and accepted by the District. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Vendor to remedy without cost to the District, regardless of when the hidden damage is discovered.

**26. Non-Exclusive Rights**

The Contract is not exclusive. The District reserves the right to select other Vendors to provide software, licenses, and services similar to the Software and Services described in the Contract during the term of the Contract.

**27. Indemnification; Specific to Software Contracts**

Vendor, at its own expense (including payment of attorneys' fees, expert fees, and court costs) shall defend the Board and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnitees") any loss, cost, damage, liability, or expense from any and all third-party claims that the Software, Licenses, and/or Services infringes any patent, copyright, trade secret, or other proprietary right of a third-party and shall indemnify and hold harmless the Indemnitees from any amounts assessed against them in a resulting judgment or amounts to settle such claim, provided that District (a) gives Vendor prompt written notice of any such claim, (b) permits Vendor to control and direct the defense or settlement of any such claim, and (c) provides Vendor all reasonable assistance (at the expense of Vendor) in connection with the defense or settlement of any such claim. Vendor's obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

**28. Patent/Copyright Infringement Indemnification**

**28.1. In Case of Injunction against Vendor:**

In case any of the Software, Licenses and/or Services is in any suit held to constitute infringement and its use is enjoined, Vendor shall, at its option and expense:

- a. Procure for the District the right to continue using the Software, Licenses and Services;
- b. Replace or modify the same so that it becomes non-infringing; or
- c. Remove the same, cancel any future charges pertaining thereto, and refund pro rata share of any license fee or maintenance fee.

**28.2. No Liability to District by Vendor in Certain Circumstances:**

- a. Compliance with design plans or specifications furnished by or on behalf of the District as to the Software;

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- b. Use of the Software in combination with apparatus or devices not supplied by Vendor;
- c. Use of the Software in a manner for which the same was neither designed nor contemplated; or
- d. The claimed infringement of any patent or copyright in which the District or any affiliate or subsidiary of the District has any direct interest by license or otherwise.

**29. Survives Termination**

The indemnification obligation of Vendor shall survive termination of the Contract.

**30. Warranties.**

**30.1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law**

All warranties made by Vendor and/or subcontractors in all provisions of the Contract and the Vendor's Response, whether or not the Contract specifically denominates the Vendor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the Software, Licenses and Services to be provided, or by provision of samples to the District shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software, Licenses and Services provided by Vendor. Vendor shall assign and pass through to the District all applicable Software publishers' warranties, covenants and indemnification provisions. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

**30.2. Nonconforming Software**

All Software delivered by Vendor to the District shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Vendor, the District, student, other party to the Contract, or court having jurisdiction, to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, Vendor will promptly communicate all relevant facts to the District and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary Welders, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the District from taking such action as may be required of it under any such law or regulation.

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The District shall have the option of returning or replacing the defective Software at Vendor's expense. If Vendor is the Software publisher, Vendor shall perform all necessary repairs or modifications at its sole expense provided the District determines the performance of such repairs and modifications is in the District's best interest.

Payment for the Software shall not constitute acceptance. Acceptance by the District shall not relieve Vendor of its warranty or any other obligation under the Contract.

**30.3. Originality and Title to Provide Software and Services**

Vendor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the District pursuant to the terms of the Contract shall be wholly original with Vendor or that Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Contract. Vendor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

Vendor represents and warrants that the concepts, materials, Software and Services and the District's use of same and the exercise by the District of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to Vendor to be used as a basis for such materials, 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, Software 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.

**30.4. Conformity with Contractual Requirements**

Vendor represents and warrants that the Software, Licenses and Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

**30.5. Authority to Enter into Contract**

The Vendor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the District.

**30.6. Obligations Owed to Third Parties**

Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Vendor pursuant to the Contract are or will be fully satisfied by Vendor so that the District will not have any obligations with respect thereto.

**30.7. Title to Property**



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Vendor represents and warrants that title to any Software assigned, conveyed or licensed to the District is good and that transfer of title or license to the District is rightful and that all Software shall be delivered free of any security interest or other lien or encumbrance.

**30.8. Industry Standards**

Vendor represents and expressly warrants that all aspects of the Software, License and Services provided or used by it shall at a minimum conform to the standards in Vendor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

**30.9. Vendor's Personnel and Staffing**

Vendor warrants that all persons assigned to perform the Services under this Contract are either lawful employees of Vendor or lawful employees of a subcontractor authorized by the District. All of Vendor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Contract and the security requirements of the District while on school property or at a school related function. If any of Vendor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the District may have the personnel removed from the premises.

All persons assigned to perform the Services under this Contract shall be qualified to perform such Services. Personnel assigned by Vendor shall have all professional licenses required to perform the Services. If the District believes that the performance or conduct of any person employed or retained by Vendor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify Vendor in writing and Vendor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Vendor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the ITB or quote of Services, and this Contract.

**31. Notice**

**31.1. Requirement of a Writing; Permitted Methods of Delivery**

Each party giving any Notice ("Notice") under this Contract must give written Notice using one of the following methods of delivery:

- Personal delivery;
- Registered or Certified Mail (in each case, return receipt requested and postage prepaid); or
- Nationally recognized overnight courier (with all fees prepaid.)

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**31.2. Addressees**

Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “Addressee”) at the address designated by a party pursuant to this Section.

**31.3. Effectiveness of a Notice**

Notice is effective only if the party giving the Notice has complied with subsections (14.1) and (14.2).

**31.4. Designated Addresses**

Rockdale County District:  
Dr. Terry O. Oatts, Superintendent  
960 Pine Street  
Conyers, Georgia 30012

With copy to:

Santana T. Flanigan, General Counsel  
960 Pine Street  
Conyers, Georgia 30012

Vendor:

With copy to:

**32. Merger and Order of Preference.**

**32.1. Merger**

The Contract is the complete and exclusive expression of the parties’ agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and Contracts between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract.

**32.2. Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the District and Vendor attached hereto), the ITB or ITB (including any subsequent addenda), and Vendor’s Response, any inconsistency or conflict shall be resolved as follows:

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- a. First, by giving preference to the specific provisions of this Contract, any accepted amendments, and Exhibit 1;
- b. Second, by giving preference to the specific provisions of the ITB or ITB.
- c. Third, by giving preference to the specific provisions of any proposal submitted by the Vendor that have not been explicitly accepted by the District in writing shall not be included in this Contract and shall be given no weight or consideration.

**32.3. Intent of References to Proposal Documents**

The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the ITB or quote for Services, and the Vendor's Response. The failure of the parties to make reference to the terms of the ITB, or the Vendor's Response to this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the ITB or quote for Services, and the Vendor's Response. The contractual obligations of the District cannot be implied from the Vendor's Response.

**33. Amendments and Modifications**

The parties may amend or modify this Contract only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Contract. No other alternations in the terms of this Contract shall be valid or binding.

**34. Waivers**

**34.1. No Oral Waivers**

The parties may waive any provision in this Contract only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

**34.2. Effect of Failure, Delay or Course of Dealing**

- a. No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under this Contract, and
- b. No act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy or condition.

**34.3. Each Waiver for a Specific Purpose**

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

**35. Severability**

If any provision of this Contract is determined to be unenforceable, the remaining provisions of this Contract remain in full force, if the essential terms and conditions of this Contract for each party remain enforceable.

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**36. Counterparts**

The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Contract in the presence of the other parties to this Contract. This Contract is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Contract, a party must produce or account only for the executed counterpart of the party to be charged.

**37. Force Majeure**

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, mandatory government closures, alien enemy, judicial action, power failure, acts of God, epidemic, pandemic, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Vendor.

**38. Subletting of Contract**

This Contract binds the parties and their respective successors and assignees. Vendor shall not assign or otherwise dispose of this Contract or any duty(ies), right(s), or responsibility(ies) contemplated in this Contract to any other person without the previous written consent of the District.

**39. Subcontractors**

Vendor shall not subcontract services or any part of this Contract without the prior written consent of the District.

**40. Third Party Beneficiaries**

This Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

**41. Number and Gender**

Any reference in this Contract to the singular includes the plural where appropriate, and any reference in this Contract to the masculine gender includes the feminine and neuter genders where appropriate.

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**42. Captions**

The descriptive headings of the Articles, Sections and subsections of this Contract are for convenience only, do not constitute a part of this Contract, and do not affect this Contract's construction or interpretation.

**43. Rights and Remedies Cumulative**

**43.1.** Any enumeration of the District's rights and remedies set forth in this Contract is not exhaustive.

**43.2.** The District's exercise of any right or remedy under this Contract does not preclude the exercise of any other right or remedy.

**43.3.** All of the Board's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Contract, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**44. Time is of the Essence**

Time is of the essence with regard to performance of any services under this Contract, unless the parties agree otherwise in writing.

**45. Relationship Among Parties**

This Contract creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

**46. Rules of Construction**

The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Contract, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

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**ATTACHMENT(S):**

**EXHIBIT 1 – Cost Proposal/Quote**

**IN WITNESS WHEREOF** the parties have executed this Contract on the date first written above.

**Rockdale County Public Schools**

**Vendor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**RCPS Board Chair**

Title: \_\_\_\_\_

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

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

**District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Superintendent RCPS**

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