

DOUGLAS COUNTY SCHOOL SYSTEM

The Standard of Excellence

REQUEST FOR PROPOSAL

23-002

DOUGLAS COUNTY HIGH SCHOOL

Purchase and Installation of Cooler/ Freezer/Shelving

CLOSING DATE: February 23, 2023

CLOSING TIME: 2:00 p.m. EST

REGULAR X SEALED

PROPOSAL TO BE RETURNED TO:

**Douglas County School District
Danielle Freeman, Executive Director of School Nutrition
School Nutrition
11490 Veterans Memorial Hwy
Douglasville, GA 30134
Danielle.freeman@dcssga.org**

**770-651-2300
770-651-2302 Fax**

ALL PROPOSALS ARE SUBJECT TO THE FOLLOWING INSTRUCTIONS WHEN CHECKED:

1. X The Instructions, and Standard Terms and Conditions attached.
 2. X The attached Agency Insurance Requirements shall apply.
 3. The attached "Additional Terms and Conditions" shall apply () page(s).
 4. X In conformance with the attached "Specifications" (8) page(s).
 5. See attached () page(s) of () line items
 6. x Equipment or supplies offered to conform to the attached: x Plans x Drawing(s)
 Sample(s)
 7. X Respondents must show manufacturer's name and model number for each line item offered.
 8. X Respondents to furnish specifications and complete descriptive literature with bid if offering substitute or alternate item.
- Respondent is cautioned to carefully read the instructions and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in rejection of bid.*

ACKNOWLEDGE RECEIPT OF ADDENDUM:

#1 #2 #3 #4 #5



Mr. Trent North, Superintendent

P.O. Box 1077, Douglasville, GA 30133 | 9030 Highway 5, Douglasville, GA 30134 | 770-651-2000 | dcssga.org

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I. INTRODUCTION

The Douglas County School System, with this document, hereby requests a proposal from qualified companies to provide, deliver and install a cooler/freezer/shelving. Delivery and installation will be made Douglas County High School, 8705 Campbelltown Street, Douglasville, Ga. 30134

Proposals will be available to all interested Vendors on January 23, 2023. Proposals can be obtained by visiting the following website to download a copy: <http://www.dcssga.org>

The Douglas County School System reserves the right to waive technicalities, to accept or reject any and all proposals and to waive any irregularity in proposals received, to award the entire proposal to one respondent or to multiple vendors or to make awards by group or location, whichever is in the best interest of the Douglas County School System; hereafter referred to as "DCSS", except where noted for clarity.

The Douglas County School System is an equal opportunity employer.

All questions concerning this Request for Proposal should be directed to Danielle Freeman, Douglas County School Nutrition, Executive Director of School Nutrition. All inquiries must be in writing and emailed to Danielle.Freeman@dcssga.org

Respondents should note that all specifications list in this RFP are based on genera criteria that the DCSD feels is important our walk-in freezer providers. The DCSD is open to reviewing all system proposals for walk-in freezers that may meet or exceed our needs. Our intent in listing these specifications in the RFP is to give the Respondents a general idea of some of the functions we would like to see. The DCSD is looking to the Respondents to provide us with as much information as possible about their particular product and how it can meet the DCSD needs. Any similarity in the specifications listed in this RFP document and any manufacturer's specifications is unintentional and should not be perceived as such.

The Douglas County School District is an equal opportunity employer.

All questions concerning this Request for Proposal should be directed to Danielle Freeman, Douglas County School District Executive Director of School Nutrition. All inquiries must be in writing and emailed to Danielle.freeman@dcssga.org.

II. MINIMUM QUALIFICATIONS

- It is preferred that each respondent be registered to do business in the State of Georgia. Each respondent should provide evidence of their registration with each bid submittal. For Georgia businesses, a photocopy of your Georgia business license is acceptable.



- Respondents must meet the minimum requirements for liability insurance and worker's compensation coverage as stated in this document.
- Respondents shall submit with their proposal, sufficient evidence of a minimum of 5 years' experience in similar projects preferably with public school systems. This information should be included on the Reference Sheet.
- All services provided by the awarded respondent must be performed by a direct employee or Principal of the firm. Awarded respondent may not subcontract any portion of the services for this project.
- Respondents shall submit the completed Respondent Information form.
- Respondents shall also submit the completed "Georgia Security and Immigration Compliance Act OCGA 13-10-91" document, "Contractor Affidavit and Agreement" and "Subcontractor Affidavit" (if applicable).
- Respondents shall submit the completed Lobbying and Disclosure Form.



III. CALENDAR OF EVENTS

ACTION

DEADLINE

Issuance of Request for Proposal (RFP)

Monday, January 23, 2023

Submission of Questions by

Monday, January 30, 2023
2:00 pm EST

Response to Questions

Friday, February 3, 2023
5:00 pm EST

Proposal Submission Deadline

Thursday, February 23,
2023 2:00 pm EST

Evaluation Period

February 24-28, 2023

Submittal of Agenda Item for Board Recommendation

Wednesday, March 1, 2023

Recommendation to the Board of Education

Monday, March 6, 2023

Board Approval of Recommendation

Monday, March 20, 2023

Notice to Proceed

Monday, March 27, 2023



IV. INSTRUCTIONS

1. Proposals shall be enclosed in a sealed envelope, addressed to the Business Services Office with the name and address of the respondent, the date and hour of the proposal closing, and the proposal number on the face of the envelope. Only one sealed proposal may be submitted in each envelope. If you are submitting more than one proposal, a separate envelope must be used for each proposal. See Proposal Submittal Requirements for specific instructions for this RFP.
2. All proposals must be either typewritten or filled in with pen, and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the proposal must initial corrections or changes on any document. Respondents will not be allowed to modify their Proposals after designated closing date and time.
3. Respondents should provide all of the information required on all forms, including the Proposal Form, and shall sign the Standard Terms and Conditions.
4. The offer conveyed by this proposal shall remain open pending award for a period of ninety (90) days from the date of opening.
5. Any cash discount offered to the Douglas County School System must be listed in the Proposal. Cash discounts offered from one percent up to five percent for payment in thirty days or more will be considered for the purposes of evaluation. Any further cash discount will not be considered in the evaluation.
6. Proposal responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Request for Proposal, may be treated as non-responsive and may not be considered for award.
7. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
8. Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate the Douglas County School System to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the respondent is required to furnish.
9. Quotes containing provisions for late or interest charges will not be considered.
10. Prepayment and/or progress payment requirements contained in responses will be treated as non-responsive and will not be considered for award.
11. Respondents must specify the manufacturer and/or brand name on each of the items proposed. If an item has a specified manufacturer and/or brand name and the words "or equal" do not follow, substitutions will not be accepted.



12. The Douglas County School System reserves the right to amend this Request for Proposal prior to the due date.

13. Special Instructions:

Manufacturers listed in the proposal document are to establish the general quality required. Items of other manufacturers of equal or better quality will be considered. The Douglas County School System shall be the sole determiner as to whether the substituted item is of equal or better quality than those specified.

14. Any contract awarded pursuant to this Request for Proposal shall be awarded to the most responsive and responsible respondent that is within the budget parameters for the project and whose proposal response meets the requirements and criteria set forth in this Request for Proposal.

15. Purchases of the Douglas County Board of Education are not subject to sales taxes. Tax exempt certificates will be furnished upon request.

Respondent understands and accepts all Instructions as it pertains to this Request for Proposal:

Respondent Signature

Date



V. STANDARD TERMS AND CONDITIONS

1. Respondent shall transfer and deliver to the Douglas County School System all of the goods and/or services described herein for the consideration set forth herein.
2. Delivery shall be made to the address listed on the Purchase Order or Contract and within the time specified.
3. Risk of loss shall remain with Respondent until acceptance by the Douglas County School System.
4. Title to the goods shall remain with Respondent until acceptance by the Douglas County School System.
5. The Douglas County School System shall have the right to inspect the goods at the time and place of delivery.
6. No right or interest in the contract shall be assigned by Respondent without the written permission of the Douglas County School System, and no delegation of any obligation owed or of the performance of any obligation by Respondent shall be made without the written permission of the Douglas County School System. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. The laws of the State of Georgia and the policies of the Douglas County School System shall govern this agreement in all respects.
8. All goods and/or services on this order or contract are exempt from Federal Excise Tax and Georgia Sales and Use Tax.
9. All goods and/or services supplied pursuant to this purchase order or contract shall, unless otherwise stated, conform exactly to all of the descriptions and attachments contained in the Request for Proposal upon which this order is based, and the terms, conditions, and specification of the Request for Proposal are incorporated herein by reference and made a part hereof.
10. Any goods supplied found not in accordance with the description and specifications set forth in the Item Schedule will be rejected. Goods rejected shall be returned, freight collect to the vendor.
11. Prices stated are F.O.B. destination. No further allowances shall be made for freight and delivery charges.
12. All proposals submitted shall be in accordance with the terms of the Douglas County School System Request for Proposal and the laws of the State of Georgia.



13. The Douglas County School System reserves the right to cancel this contract for either non-performance or poor performance of the respondent by giving thirty days written notice in advance to the Respondent of its intent to do so.
14. Successful Respondent will be required to supply an original and one copy of each invoice, and to reference all invoices to the proper purchase order number. No invoice will be processed for payment until all contractual obligations have been met.
15. All invoices and/or financial correspondence should be directed to School Nutrition Service, Accounts Payable, and Douglas County School System.
16. Successful respondent must furnish proof of liability insurance as stated in the "Insurance Requirements" upon contract award. Respondent must maintain insurance coverage for duration of contract with the Douglas County School System, including all renewals.
17. Respondent should submit original and three copies of their response.
18. This project will be awarded subject to the availability of funds.
19. The Douglas County School System reserves the right in its sole and complete discretion to reject any or all bids/proposals and to waive technicalities and informalities. The Douglas County School System anticipates that the contract will be awarded to the most responsive and responsible respondent who provides the proposal that is within the budget parameters for the project and whose proposal response meets the requirements and criteria set forth in this RFP. In judging whether the respondent is responsible, the Douglas County School System will consider, but is not limited to consideration of, the following:
 - a. Whether the respondent or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any State or Federal agency, department or authority.
 - b. Whether the respondent or its principals have been terminated for cause or are currently in default on a public works contract.
20. The Douglas County School System reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.
21. The Douglas County School System reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
22. The Douglas County School System reserves the right to (i) reject any and all bids/proposals in their entirety, for any reason, (ii) award the contract to the most qualified applicant as determined solely by the School System at its discretion and/or (iii) award the contract to another independent review firm if the selected firm does not execute a contract within 30 days after the award of the proposal.



23. The acceptance of a proposal shall be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Douglas County School System and shall contain, at a minimum, applicable provisions of this Request for Proposal ("RFP"). The Douglas County School System reserves the right to reject any agreement that does not conform to this RFP and to any Douglas County School System requirements for agreements and contracts.
24. The Douglas County School System assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of a proposal.
25. All proposals submitted become the property of the Douglas County School System.
26. The Douglas County School System standard terms for payment shall be Net 30 days from the date of delivery of goods or services, or date of receipt of correct invoice, whichever is later. All payments will be made in accordance with the Douglas County School System's policies and procedures.

Respondent understands and accepts all Standard Terms and Conditions as it pertains to this Request for Proposal:

Respondent Signature

Date



VI. INSURANCE REQUIREMENTS

Upon Notice of Award, Respondent may submit this form to their insurance agent as this form contains requirements that may be non-standard in the insurance industry.

Respondent shall furnish the Douglas County School System certificates of insurance as follows from company or companies acceptable to the Douglas County School System.

1) Required Certificates

A. Commercial General Liability Insurance Policy

Respondent shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on any "occurrence" basis unless waived by the Douglas County School System. The policy shall include contractual liability coverage. The policy purchased by the Respondent must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the Douglas County School System. The policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the limits listed below.

Limits

\$1,000,000 per Person

\$1,000,000 per Occurrence

B. Business Automobile Liability Insurance Policy

The Respondent shall procure and maintain a Business Automobile Policy with liability limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence or a policy with a combined single limit of not less than \$1,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

C. Workers' Compensation Insurance

Workers' Compensation Insurance in accordance with applicable state laws with the following limits:

Limits

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 policy limit

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

IF YOUR COMPANY IS EXEMPT FROM WORKERS' COMPENSATION INSURANCE IN ACCORDANCE WITH GEORGIA LAW, PLEASE HAVE YOUR INSURANCE COMPANY SUBMIT A LETTER VERIFYING YOUR EXEMPTION.

- 2) Certificates shall contain the location and operations to which the insurance applies.
- 3) Certificates shall contain Vendor's insurance coverage. If coverage is included in General Liability, please indicate this on the Certificate of Insurance.



- 4) Certificates are to be issued to:

Douglas County School System
P.O. Box 1077
Douglasville, GA 30133

- 5) The Respondent shall mail insurance document listed in this form to:

Douglas County School System
Business Services
P.O. Box 1077
Douglasville, GA 30133



VII. SCOPE OF WORK AND REQUIREMENTS

A. PROJECT SCOPE

The Douglas County School System, with this document, hereby requests a turn-key proposal from qualified Vendors to prepare area, deliver and install a walk-in cooler/freezer/shelving. Walk-in shall be re fabricated, all metal, and sectionally constructed and designed for easy, accurate field assembly with provisions to facilitate disassembly for relocation. Remove and dispose of all debris.

B. GENERAL REQUIREMENTS

The Douglas County School System has requested a

C. SPECIFIC REQUIREMENTS (See EXHIBIT A)

D. GENERAL INSTRUCTIONS

Point of Contact

This RFP is issued by the Douglas County School Nutrition Department. The sole point of contact for this RFP shall be:

E.

Danielle Freeman, Executive Director of School Nutrition
Douglas County School System
11490 Veterans Memorial Hwy
Douglasville, GA 30134
Phone: 770-651-2300 Fax: 770-651-2302
Email: Danielle.freeman@dcssga.org

F.

Failure to restrict contacts/discussion regarding the RFP to the above name Coordinator will be deemed a serious breach of process and may, at the Douglas County School System's sole discretion, result in disqualifying the violating party's firm from further consideration in this RFP opportunity. Additionally, any unauthorized contact with members of the School Board or System employees by a respondent or a vendor's representative concerning this proposal may result in the disqualification of the vendor.

Interpretation and Clarification

No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the RFP document. Requests for interpretation or clarification shall be made in writing (fax or email will be acceptable) and delivered to the RFP Coordinator on or before 2:00 pm EST on Monday, January 30, 2023

The Douglas County School System will respond in writing to all clarification requests by posting questions and responses on the Douglas County School System website under the Current Solicitations section of the Procurement web-page. All responses will be posted by 5:00 pm EST on Friday, February 3, 2023. No questions other than written will be accepted and no response other than written will be binding upon the Douglas County School System.

RFP Number



The Douglas County School Nutrition has assigned the following RFP identification number to this document. This number should be referenced in all communications regarding the RFP.

RFP 23-002



E. CHANGES OR MODIFICATIONS

Changes or modifications to this Request for Proposal made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Respondents are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

F. ERRORS AND OMISSIONS

If, due to an error or omission in the design or specifications, where a particular detail or component is required, thereby resulting in a change order for the project, the respondent shall be responsible for the additional cost(s) in order to meet the full intent of the scope of work.

G. NON-APPROPRIATION OF FUNDS

It is understood and agreed between the parties herein that the Douglas County School System shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, the Douglas County School System shall immediately notify the Successful Respondent of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the Douglas County School System of any kind whatsoever.

H. WARRANTY/GUARANTEE

Successful Respondent guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the Douglas County School System. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Respondent or Successful Respondent's workmen are responsible, to the building or equipment, to Successful Respondent's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Respondent free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Respondent shall make any such replacement immediately upon receiving notice from the Douglas County School System.

I. TIME IS OF THE ESSENCE

Time is of the essence in this Contract. Successful Respondent expressly acknowledges that in the performance of its obligations, the Douglas County School System is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Respondent and may sustain substantial losses by reason of untimely performance.



VIII. GENERAL CONDITIONS

- A. The Respondent shall faithfully and properly complete the work in accordance with the plans and specifications, and to the satisfaction of the Douglas County School System.
- B. Within fourteen (14) calendar days after receipt of Notice to Proceed, the Respondent shall provide the Douglas County School System with sufficient information on his plan for completing all work under this contract.
- C. The Respondent shall purchase materials, arrange for deliveries, furnish sufficient forces, plant and equipment, and work such hours as necessary to insure execution of the work in conformity with his proposed schedule.
- D. If the Respondent falls behind the approved schedule and is not entitled to any time extension already reflected in the current approved schedule, he shall, upon request of the Douglas County School System, submit within forty-eight (48) hours his plan for bringing his work back up to schedule. This plan shall include a commitment for immediate implementation, unless otherwise approved by the Douglas County School System, for bringing the work up to schedule. If the Respondent fails to provide an acceptable plan in the time required, he will be given a plan by the Douglas County School System.
- E. If other measures will not be sufficient to make up the lag, the Vendor's plan and implementation thereof shall include increasing the number of shifts, days of work, and/or instituting or increasing overtime, all at his own expense.
- F. If the Respondent fails or refuses to implement such measures as will bring his work back up to conformity with the approved schedule, his right to proceed with any or all portions of the Contract Requirements may be terminated under the provisions of the General Conditions:
 - 1) If the Douglas County School System determines that the Respondent fails or refuses to implement such measures as will bring his work back up to conformity with the approved schedule, he may contract with others or use his own forces to perform the work and the cost thereof will be charged against the contract price of the Vendor.
 - 2) If completion of the work is delayed by any act or neglect of the Douglas County School System or another Respondent in the employ of the Douglas County School System, by strikes or by other exceptional conditions over which the Respondent has no reasonable control, the time of completion shall upon receipt of the Vendor's written request, be extended by such period as the Douglas County School System may consider reasonable. No extension shall be allowed unless a claim is presented in writing to the Douglas County School System within seven (7) days after the commencement of such delay. In case of continued cause of delay, only one claim is necessary. Nothing in this clause shall be construed to release the Respondent from the obligation to perform at his own expense all overtime necessary to maintain the contract completion date.

Date of Commencement and Completion



The date of commencement shall be established in a written Notice to Proceed issued by the Douglas County School System.

Work under the Base Proposal and accepted Alternates shall be completed within the time frame and by the date established in the Notice to Proceed. The Respondent is expected to provide the proper amount of manpower to meet this schedule.

Access to School Property

The Respondent shall have access to the work site as necessary to complete the work within the contract time. The Douglas County School System will fully occupy the building for the duration of the work period. The Respondent shall conduct the work in a manner that will minimize the need for disruption of the Douglas County School System's normal operations. Access to the building or work area shall at no time be affected by the work.

Supervision

The Respondent shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Respondent shall be responsible to the Douglas County School System for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Vendor.

Use of Premises and Removal of Debris

The Respondent shall maintain all areas clear of debris, materials and equipment during the course of the Work. All areas and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in as good condition after completion of the work as it was before operations began. Debris shall be disposed of by the end of "every" working day and not stockpiled. Beverage cans, bottles, lunch refuse, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis.

Materials and Workmanship

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The Douglas County School System reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the Douglas County School System may deem necessary to assure complete compliance with the requirements of the specifications. The Respondent shall offer full cooperation with personnel in the employ of the Douglas County School System in making these tests.

No Deviation



In performing the Work, the Respondent shall not deviate from the Contract Documents without the written consent of the Douglas County School System. If the Respondent does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the Douglas County School System.

Interpretation of Contract Documents

In case of discrepancy between or among Contract Documents, the Douglas County School System shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

Discrepancies

The Respondent shall immediately report to the Douglas County School System, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Douglas County School System shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Respondent after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Vendor's risk.

Final Inspection

At time of final inspection, the Vendor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The Douglas County School System or Engineer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Vendor.

Cleanup and Repair

Upon completion of work, remove tools, equipment, and other materials from site. Remove protections and leave work site as clean as they were prior to installation.

Termination for Breach of Non-Performance

If the Respondent fails to perform the Work promptly and diligently, or if the Respondent breaches the Contract in any other way, the Douglas County School System may:

- 1) After providing the Respondent with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The Douglas County School System may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Vendor;
- 2) Terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the Douglas County School System pursuant to this paragraph, the Respondent shall not be entitled to receive any further payment from the Douglas County School System until Completion of the Work has occurred. After completion of the Work, the Douglas County School System shall pay to the Respondent the amount of the unpaid balance due to



the Respondent at the time the Contract was terminated minus the cost incurred by the Douglas County School System to complete the Work. If the cost incurred by the Douglas County School System to complete the Work exceeds the unpaid balance due to the Vendor, the Respondent shall be due no money from the Douglas County School System and, instead, the Respondent shall pay to the Douglas County School System the difference between the unpaid balance due and the Douglas County School System's cost to complete the Work.



IX. PROPOSAL PROCEDURES AND GUIDELINES

A. SUBMISSION OF PROPOSALS

The proposer must complete and deliver the required documents in a sealed envelope by 2:00 pm EST on Thursday, February 23, 2023 to the Douglas County School System at the address specified below:

Danielle Freeman, Executive Director School Nutrition

Douglas County School System

11490 Veterans Memorial Hwy

Douglasville, GA 30134

A Pricing Schedule has been developed and enclosed for this RFP and must be used for submitting your proposal. Failure to adhere to this requirement may result in the Douglas County School System, at its sole discretion, declaring your Proposal to be non-responsive and eliminated from further consideration.

The Proposer shall clearly mark the response envelope as Proposal RFP 23-002 and include the closing date and time. (See sample below.) If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly marked with the same information.

“SEALED RFP”

ITEM: Purchase and Installation of

Cooler/Freezer/Shelving DCHS RFP NO:

23-002 DUE DATE: Thursday, February 23,

2023 TIME: 2:00 pm EST

Under no circumstances will proposals be accepted if submitted by fax or email.

It is the sole responsibility of the Proposer to ensure that its proposal is delivered in accordance with the date, time and place requirements specified in this RFP. Any proposal received contrary to these requirements will be returned to the Proposer unopened. *Any proposals submitted at or after the moment designated for proposal submittal will be deemed to be late and will not be accepted.* The clock-in time will be determined by a clock maintained by the Douglas County School System. No other clock or timepiece will have any bearing on the time of proposal receipt. Proposers are advised to avoid last minute deliveries.

Proposals shall be signed by an authorized representative of the Proposer. Failure to submit all information requested may result in the Douglas County School System requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.



The School System assumes no responsibility or obligation to the proposers and will make no payment for any costs associated with the preparation or submission of a proposal.

All proposals submitted become the property of the Douglas County School System. An original and three (3) copies of the proposal must be submitted.

B. OPENING OF PROPOSALS FOR EVALUATION

As stated above, no proposals will be accepted once the designated receipt time has passed which is Thursday, February 23 ,2023 2:00 pm EST. **Proposal opening is not a public event.**

C. PROPOSAL AMENDMENT AND RULES FOR WITHDRAWAL

A proposal may be withdrawn prior to the proposal opening by submitting a written request for its withdrawal to the Douglas County School System, signed by the Proposer and delivered to the Douglas County School System School Nutrition Services Procurement Department at the address shown on the preceding pages.

D. DISCLOSURE OF PROPOSAL CONTENT

All proposals and other materials accepted in response to this RFP become the property of the Douglas County School System. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of proposals shall the proposals and associated materials be open for review. By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to inspection.

E. OTHER TERMS AND CONDITIONS

The Proposer shall hold the Douglas County School System, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances, furnished, or used under this proposal. The Proposer further agrees to defend, at his own expense, any and all actions brought against the Douglas County School System or himself for alleged improprieties of these or similar types.



X. PROPOSAL SUBMITTAL REQUIREMENTS

- A. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
- 1) Acknowledgement of any addenda on page one (1);
 - 2) The Proposal Instructions signed by an authorized agent of the company;
 - 3) The Terms and Conditions signed by an authorized agent of the company;
 - 4) Respondent Form;
 - 5) Georgia Security and Immigration Compliance Act OCGA 13-10-90;
 - 6) Contractor Affidavit and Agreement;
 - 7) Subcontractor Affidavit;
 - 8) Lobbying Form and Disclosure;
 - 9) Reference Sheet;
 - 10) Pricing Forms-Exhibit C;
 - 11) Respondent Response Form signed by an authorized agent of the company.
- B. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal.
- C. Proposals must include all elements noted in the "Preparation of Proposals" section below.

Tab 1-All RFP Documents #1-7 from "Proposal Submittal Requirements"

XI. EVALUATION OF PROPOSALS

- A. After the proposal opening, the Douglas County School System will select for further consideration Respondent(s) deemed to be fully qualified and best suited among those submitting proposals based on Respondents' responses to the information requested in this RFP.
- B. The following criteria will be used in the evaluation process:
- 1) Quality of solutions to meet Douglas County School's needs
 - 2) Quality and reliability of equipment and service offered
 - 3) Prior experience in performing similar work
 - 4) Cost of proposed equipment and services
 - 5) Quality of implementation and transition plans
 - 6) Management and financial capability

Description	Points Possible
Experience, Capabilities and Skills, References	50
Services Provided and Respondent Operational Procedures	60
Price (Exhibit C, Pricing Form)	80



Exceptions, Proposed alternatives and timetable	10
TOTAL POINTS	200

- C. Exceptions/Alternatives will also be considered.
- D. Based on the initial evaluation, the Douglas County School Nutrition may request the selected Respondents to make oral presentations. Thereafter, the Douglas County School System will conduct negotiations with each of the selected short-listed Respondents. Individuals representing the Respondent during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
- E. After negotiations are completed, the Douglas County School System will select the Respondent who, in the Douglas County School System's opinion, has made the best proposal and shall award the contract to that Respondent (referred to in this RFP as the Successful Respondent). Should the Douglas County School System determine in writing and in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.
- F. The Douglas County School System is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

XII. PRESENTATION/DEMONSTRATION

If in the Douglas County School System's opinion, respondent presentations or demonstrations of the Respondent's proposed system's features and capabilities are warranted, the Douglas County School System will notify the appropriate vendors. Such presentation or demonstration will be at the Douglas County School System site at a date and time mutually agreed to between the Douglas County School System and Respondent and will be at the Respondent's expense.

XIII. PREPARATION OF PROPOSALS

In presenting their proposals, Respondents are encouraged to be thorough in addressing the ***Specific Requirements***, the ***Proposal Submittal Requirements***, and the ***Preparation of Proposals*** as outlined in this RFP.

To facilitate the School System's evaluation of Respondent's proposal, Respondent is to number all pages of its proposal and provide tabs as indicated in the Proposal Submittal Requirements. Respondent must fully address each of the following items and submit proposals using the following



format:

- A. **Experience** - Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
- 1) Respondent's established experience record in providing comparable services to organizations similar to Douglas County Schools.
 - 2) Number and types of customers the Respondent has served with comparable services.
 - 3) Number of years Respondent has been providing these types of services.
 - 4) A minimum of five (5) references for which Respondent has completed services comparable to those described in this RFP.
- i. Include references for work performed in an environment comparable to the Douglas County School System. For each reference, detail:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Respondent has served the firm; and
 - Brief summary of scope of services provided.
 - ii. Information detailing projects of similar scope Respondent is currently engaged in, including:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Respondent has served the firm;
 - Brief summary of scope of services being provided;
- 5) Other available documentation to verify Respondent's experience; and,
 - 6) A statement detailing why the Respondent is the best candidate to provide the Douglas County School System with the services requested in this RFP.
- B. **Capability and skill** - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
- 1) Respondent's qualifications to perform the services, including all resources available to Respondent for the performance of the contract.
 - 2) Qualifications and resumes of the design team and other employees who will be managing and performing the services under this contract.
- C. **Services to be provided** - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:
- 1) An introduction - An overview of Respondent's understanding of the scope of work and services to be provided.
 - 2) Best practice approaches to providing services to the Douglas County School System that enhance efficiency and effectiveness. Innovative solutions will be considered by the Douglas



County School System.

- 3) **EACH** of the **Specific Requirements** set forth under the **Scope of Work** specified in this RFP.
 - 4) A detail of any assistance, equipment, or other items the Respondent will require the Douglas County School System to furnish under this contract.
 - 5) A statement explaining why the Respondent's proposed solution would be the most advantageous to the Douglas County School System.
 - 6) Describe the one attribute that places the Respondent ahead of the competition.
- 4) Accounting Procedures: The process of approving invoices for payment begins when all documentation (signed invoice with correct pricing) necessary to complete the transaction has been received by FS Accounts Payable.
- a) Describe your process for submitting signed invoices to FS Accounts Payable.
 - b) How will distributor prevent invoices being submitted for payment with incorrect pricing?
 - c) In the event an item(s) is delivered at an incorrect price how will distributor correct the pricing (include example)? Please include a timeline in which this correction will occur.
 - d) How will credit and/or debit memos be submitted to FS-Accounts Payable?
 - e) What reports are available for reconciliation of payments and credits (include an example of a report)?
- E. **Exceptions** - Detail any exceptions taken to the **Scope of Work** and **Terms and Conditions** sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Respondent may not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions section of this RFP.
- F. **Alternatives** - Detail any alternatives to the Douglas County School System requirements that you may have to offer.
- G. **Proposed Timetable – Preparation of the site, delivery and installation of Douglas County High School's Cooler/ Freezer/Shelving Monday, July 10, 2023 through Friday, July 14, 2023.**
- H. **Cost of Responding**- This solicitation does not commit the Douglas County School System to pay any costs incurred by the Respondent or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the Douglas County School System obligated to procure or contract for such services



XIV. EXHIBITS



EXHIBIT A: BID SPECIFICATIONS REQUIREMENTS



WALK-IN COOLER/FREEZER/SHELVING SPECIFICATIONS

Douglas County High School

Douglas County Schools

This bid is a turn-key operation to include the removal of the existing walk-in including the floor and refrigeration, installation of cooler/freezer/shelving box and floor, refrigeration units, electrical, plumbing, and complete flashing/finishing.

GENERAL SPECIFICATIONS:

The walk-in specified shall be prefabricated modular construction. It shall be designed and constructed to allow fast and easy field assembly, disassembly, relocation and enlargement by the addition of like modular panels. Walk-in shall be designed and constructed as shown on plan. Overall exterior size of the walk-in cooler/freezer shall be approximately 30 ft 6 in x 16 ft 4 in x 8 ft 6" ht. to fit exact job site requirements. Cooler section shall be approximately 8 ft 2" x 15 ft 8 in (ID) and the freezer section approximately 21 ft 4 in x 15 ft 8 in (ID). **All measurements must be field verified prior to construction by vendor.**

PANEL CONSTRUCTION:

Wall and ceiling panel widths shall be within 1" increments up to 48" wide. Corner panels shall be 90-degree angle, 12" x 12". All panels shall be interchangeable with like panels for fast and easy assembly.

All panels shall consist of metal pans formed to precise dimensions. Exterior finish of unexposed side and rear panels to be galvanized steel. Exterior finish of exposed front panels to be Stucco Aluminum. Interior finish to be Stucco Aluminum walls and Pre-painted White Stucco Aluminum on the ceiling panels.

Exposed front panels shall have aluminum diamond treadbrite 36" high on the exterior. Diamond treadbrite shall be mounted with adhesive and sealed with silicone. No external fasteners such as screws or pop rivets shall be applied as fastening for the diamond treadbrite.

Insulation shall be "foamed-in-place" urethane to bond permanently to complete inner surfaces of both interior and exterior metal pans to form strong rigid unit. Panels shall not have internal wood or metal support, framing, straps, or other non-insulating members. Each panel shall be 100% urethane foam insulation exclusive of metal pans. Perimeter structure shall be formed of DURATHANE, high density urethane insulation forming tongues and grooves to assure vapor and airtight joints and to prevent pre-installation damage and deterioration of exposed urethane surfaces.

WARRANTY:

Panels shall be covered by a Ten-Year Factory Warranty.

INSULATION:

Insulation shall be 4" thick rigid, zero ozone depleting HFC 134a blown Class I urethane foam classified according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. The core material has a flame spread of 25 or less and a smoke density of 250.

The urethane foam is foamed-in-place to bond to inner surfaces of metal pans having an average thermal conductivity (K factor) of 0.13 BTU/hr./sq. ft. per degrees /Fahrenheit/inch. As tested in accordance with ASTM C 518-2004, the R factor for coolers at temperatures of 55 degrees F is greater than 29.0 for 4" thick panels, freezers at temperatures of 20 degrees F the R factor is greater than 32.0 for 4" thick panels.

The prefabricated urethane foamed panels shall be supplied with a Class I fire hazard classification according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. Panels shall have a flame spread rating of 25 or less and bear a certifying Underwriters Laboratories, Inc. label.

This rating is not intended to reflect hazards presented by this or any other material under actual fire conditions

PANEL LOCKING ASSEMBLIES:

Assembly of walk-in shall be accomplished by "Insta-Loks" consisting of cam-action hook arm assembly set in one panel and a self-aligning, self-centering, pin assembly set in the matching panel. All vertical joints must have a minimum of three Insta-loks. Rotation of the cam-action hook arm shall pull and lock panels together to form airtight, vapor proof joints. No metal straps or connecting rods shall be used inside the panels. Rotation of the cam-locks shall be operated from inside the walk-in through access ports that are sealed with vinyl snap-in closures.

PANEL GASKETS:

NSF listed double-bead vinyl gasket shall be applied to the tongue side of all panels, on both interior and exterior. Gaskets shall be impervious to stains, grease, oils, mildew, sunlight, etc.

ENTRANCE DOOR AND FRAME:

Walk-in cooler and freezer compartments shall be equipped with a 36" x 76" hinged-type, flush-mounted entrance door and located in location as shown on drawing. Door placement shall be within 1" increments to meet shelving space and job site requirements. Doors shall be manufactured to accommodate floor construction. Door

and frame shall be listed by Underwriters Laboratories and bear the UL Seal of Approval and be equipped with the following:

Door shall be equipped with a one-piece perimeter PVC accordion type removable gasket with magnetic core at the top and along the side perimeter of the door. An adjustable wiper gasket shall be mounted along the bottom edge of the door.

Doors shall have aluminum diamond treadbrite 36" high on the interior and exterior. Diamond treadbrite shall be mounted with adhesive and sealed with silicone. No external fasteners such as screws or pop rivets shall be applied as fastening for the diamond treadbrite.

Latch shall be break-a-way type with cylinder lock and inside safety release handle so the door can be opened from the inside even if locked. A positive action hydraulic door closer shall be included to ensure gentle closing action of door to opening and to ensure positive closing of door. The latch shall be of high-pressure zinc die cast with highly polished chrome finish.

Doors shall be supplied with two adjustable hinges, one of which is spring-loaded, and are a self-closing design. Cooler door and freezer door must be right hinged.

Door frames shall consist of heavy reinforced steel "U" channel frame to encompass entire perimeter of opening, foamed-in-place to give extra support and rigidity to frame and to prevent racking, distortion, warping and twisting. A backup must be welded for added strength.

An armored anti-sweat heater cable shall be run in a breaker strip located behind a removable heavy gauge stainless steel trim for easy access to heater cable. Heater cable shall be run under threshold consisting of heavy reinforcement "U" channel breaker strip and heavy gauge stainless steel threshold. The optional second heater wire and thermostatically controlled thermostat should be installed.

Door sections shall be provided with an operating toggle switch and pilot light mounted on the exterior side of the door frame. A face mounted inlet box with an CFL, vapor proof, light shall be mounted on the interior side of the door frames for 115 volt, 60 cycle, 1 phase A.C. service. All wiring shall be in concealed rigid conduit. A 2-1/2" diameter chrome face, flush mount, dual reading, adjustable dial thermometer shall be provided on exterior of door sections to provide temperature reading of -40 degrees C to +150 degrees C

To minimize infiltration of air when doors are open a Flexible Clear Double Panel PVC swing doors shall be provided.

Doors to include 14"x14" observation windows. The windows are to be made of 3-pane, heated, tempered, safety glass.

Doors to include foot treadles.

FLOOR CONSTRUCTION:

Walk-in floor shall be heavy-duty structural support floor DURA-FLOOR or flooring equivalent to withstand uniformly distributed stationary loads of 12,000 lbs. per square foot. Interior surface of floor panels to be foamed-in-place 1/8" Aluminum Treadplate. The floor foundation will be leveled prior to installation so it may sit level in pit.

HEATED PRESSURE RELIEF VENT:

Freezer shall be equipped with a two-way heated pressure relief vent to equalize pressure between the interior and exterior caused by defrost cycles and opening of door. Electrical service to be 115v/60/1 phase.

LED LIGHT FIXTURES:

Seven - 4' LED light fixtures shall be provided in the freezer and Two – 4' LED light fixtures shall be provided in the cooler. Cooler light fixtures must be connected to the cooler door section toggle switch for the CFL vapor proof light and the freezer light fixtures must be connected to the freezer door section toggle switch for the CFL vapor proof light.

TRIM AND ENCLOSURES:

Trim matching the walk-in finish and fabricated to fit building conditions shall be supplied to close all joints between walk-in walls and the building wall. The approximately 15" space between the top of the box and the building drywall must be closed off with trim matching the walk-in finish.

Existing shelving must be removed and remain on location for DCSS-School Nutrition. New shelving shall be assembled and install by contractor/dealer.

SHELVING COOLER:

7 ea. SHELVING WITH METAL FRAME

Metro Model No. PR2148NK3

Super Erecta Pro™ Shelf, 48"W x 21"D, removable polymer shelf mat,

Metro seal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF

- 2 ea. 2436DRK3 Super Erecta® Dunnage Shelf, 36"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1600 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection

- 6 ea. PR2436NK3 Super Erecta Pro™ Shelf, 36"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF

- 8 ea. PR2442NK3 Super Erecta Pro™ Shelf, 42"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF

- 1 ea. 2430DRK3 Super Erecta® Dunnage Shelf, 30"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection

- 3 ea. PR2430NK3 Super Erecta Pro™ Shelf, 30"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF

- 1 ea. 2148DRK3 Super Erecta® Dunnage Shelf, 48"W x 21"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection

- 28 ea. 74PK3 Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection

- 4 ea. SHELVING, WITH METAL FRAME
Metro Model No. PR2448NK3
Super Erecta Pro™ Shelf, 48"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF

- 3 ea. 2442DRK3 Super Erecta® Dunnage Shelf, 42"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1300 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection

- 9 ea. PR2442NK3 Super Erecta Pro™ Shelf, 42"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 4 ea. PR1848NK3 Super Erecta Pro™ Shelf, 48"W x 18"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 1 ea. 1842DRK3 Super Erecta® Dunnage Shelf, 42"W x 18"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1300 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 9 ea. PR1842NK3 Super Erecta Pro™ Shelf, 42"W x 18"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 40 ea. 74PK3 Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection

SHELVING FREEZER:

- 18 ea. SHELVING, WITH METAL FRAME
Metro Model No. PR2448NK3
Super Erecta Pro™ Shelf, 48"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 3 ea. 2436DRK3 Super Erecta® Dunnage Shelf, 36"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1600 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 13 ea. PR2436NK3 Super Erecta Pro™ Shelf, 36"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF

- 1 ea. 2430DRK3 Super Erecta® Dunnage Shelf, 30"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 3 ea. PR2430NK3 Super Erecta Pro™ Shelf, 30"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 1 ea. 2442DRK3 Super Erecta® Dunnage Shelf, 42"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1300 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 3 ea. PR2442NK3 Super Erecta Pro™ Shelf, 42"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 6 ea. 2448DRK3 Super Erecta® Dunnage Shelf, 48"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1300 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 52 ea. 74PK3 Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection
- 6 ea. SHELVING, WITH METAL FRAME
Metro Model No. PR2430NK3
Super Erecta Pro™ Shelf, 30"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 6 ea. 2448DRK3 Super Erecta® Dunnage Shelf, 48"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1300 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 30 ea. PR2448NK3 Super Erecta Pro™ Shelf, 48"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF

posts, NSF

- 1 ea. 2436DRK3 Super Erecta® Dunnage Shelf, 36"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1600 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 7 ea. PR2436NK3 Super Erecta Pro™ Shelf, 36"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 8 ea. 2442DRK3 Super Erecta® Dunnage Shelf, 42"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, holds up to 1300 lb., Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 32 ea. PR2442NK3 Super Erecta Pro™ Shelf, 42"W x 24"D, removable polymer shelf mat, Metroseal 3™ epoxy-coated frame, built-in Microban product protection, split sleeves, attaches to Super Erecta® round posts, NSF
- 12 ea. 2430DRK3 Super Erecta® Dunnage Shelf, 30"W x 24"D, wire deck lifts off, support frames 1" square tubing, removable mat 5/16" dia. wire, Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
- 92 ea. 74PK3 Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection

REFRIGERATION:

Basic refrigeration components shall consist of a 1 ½ hp condensing unit of the Scroll type for the walk-in cooler, model RFO150E4SEA or equivalent and an 8 hp Scroll type for the walk-in freezer, model RFOS08L4SEA or equivalent. Condensing units shall be remote, self contained, factory assembled and UL approved. The condensers shall be air-cooled. Condensing unit voltage to be 208-230v 3ph. **Condensing units shall be installed in a similar position where existing units are located. All measurements must be field verified prior to construction by vendor.**

Evaporators shall be forced air type with air flow parallel to the walk-in ceiling. The cooler evaporator shall be a standard low-profile series, model RL6A117ADA or equivalent, and the freezer evaporator shall be a standard low-profile series, model RL6E200DDA or equivalent. All evaporators to include electronically commutated motors.

Evaporator coil components shall be housed in heavy gauge aluminum housing. The freezer evaporator unit voltage to be 208-230v 1 ph. Cooler evaporator unit voltage to be 115v 1ph.

Units shall have drain pan with drain pipe connection.

Refrigerant for cooler and freezer systems shall be R448-A.

The basic components shall be supplied in remote configuration and shall include condensing unit, evaporator coil, KE2THERM controller and associated components (liquid line drier, sight glass, suction line vibration eliminator, expansion valve, evaporator coil mounting kit, fan delay control and liquid line solenoid). Ambient kit and weatherproof housing shall be supplied with condensing units. The low ambient kit shall consist of a crankcase heater and headmaster valve. All parts shall be factory installed.

All connection requirements including tubing, electrical hook-up, drain line and refrigerant charge shall be supplied by qualified refrigeration, electrical and plumbing contractors.

DRAIN LINES: All evaporator coils shall be provided with proper sized copper drain lines, supplied and field installed by contractor. Drains shall include a "P" trap outside of walk-in. Freezer drain shall be heated and insulated to prevent freezing. All plumbing to be in accordance with applicable codes. Contractor must run drain lines outside of building if floor drains are not available inside.

Contractor shall be responsible for providing units completely installed and operational. Cooler to operate at +35 degrees F and Freezer to operate at -10 degrees F.

NSF CONSTRUCTION: The walk-ins provided in the above specifications shall be constructed in accordance with National Sanitation Foundation, Standard No. 7. The NSF approval seal shall be affixed to the serial plate of the walk-in.

Condensing units are located on the roof of the building.

QUALITY INSPECTION REQUIREMENTS:

Walk-ins shall be set up at the manufacturer's facility prior to shipment and a quality control inspection performed on the product. A digital photograph of the walk-ins set up at the manufacturer's facility shall be provided for the Food Equipment Contractor's permanent records.

FINAL INSPECTION AND WALK THROUGH:

Final walk through inspection shall be performed with Vendor and Local District Representative before release of final payment.

INSTALLATION, OPERATION AND MAINTENANCE INSTRUCTIONS:

The walk-ins shall be supplied with a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule.

Bidders must obtain prior approval if not bidding specified items. Any and all variances in construction, design, performance and accessories from the item specified must be submitted in writing to the owner supervisor in addition to detailed manufacturers specifications ten days prior to bid opening.

WARRANTY

One year for replacement parts and labor on all hardware, accessories, and electrical components. Ten-year warranty on the foamed-in-place panels including the wall, floor, ceiling, and door. Five-year repair or replacement warranty on the compressor motor. **Dealer warrants all installation-related workmanship for one year.**

Dealer is responsible for startup and checking all pressures and pull down of unit to 38 degrees F and -10-degree F operating temperatures per installation instructions. Dealer is to maintain on-site temperature check for 2 hours after start-up with pressure gauge check at the end of this time and is to also visually inspect and pressure gauge check the unit the next day.

INSTALLATION REQUIREMENTS

The existing walk-in including the floor and refrigeration units must be removed and disposed of properly away from the school grounds.

The pit must be prepared such that the new cooler/freezer floor can be installed. The new walk-in floor must be installed such that it is **level with or slightly higher than the existing kitchen quarry tile floor.**

Existing electrical service/wiring must be field verified prior to construction by dealer. Owner is responsible for wiring from the breaker box to the disconnects. Dealer is responsible for all wiring from the disconnects to the condensing units and evaporators.

The condensing units must be placed on the building roof where the existing units are located. A Prebid site visit is highly recommended.

All space (about 4") between both sides of the box and the school walls, about 9' 6" tall, must be flashed. The space between the existing kitchen quarry tile floor and the new walk-in must be filled and water-proof sealed.

All space (about 15" high X 31' wide) between the top of the walk-in and the building drywall must be flashed.

All penetrations and conduit into the walk-in must be properly sealed. All penetrations through the school walls must be properly sealed.

Existing sprinkler system must be removed prior to demolition and reinstalled after the new walk-in is installed. This is the responsibility of others as arranged by the customer.

Outside

30'6"

21'4"

15'8"

16'4"

Frieter

Cooler

8'2"

16'3"

door

door

Kitchen

Douglas Co High School
Walk-in Replacement

30'6" x 16'4" x 8'6" h

Walk-in walls
School walls

1660 L = 1 ft
1-11-23

EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS- FOOD SERVICE

This contract between the Douglas County Board of Education and the Respondent shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over \$100k)

- i. Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Exhibit D.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

- i. Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors 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.
- ii. By signing this agreement, the respondent is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.
- iii. 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. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

III. BUY AMERICAN STATEMENT

- i. Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

IV. HUB STATEMENT (7CFR3016.36(e))



- i. It is the intent of the Douglas County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

V. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

- i. In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

VI. ENERGY POLICY AND CONSERVATION ACT STATEMENT

- i. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

VII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$150K)

- i. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

VIII. CIVIL RIGHTS STATEMENT

- i. In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

IX. RECORD RETENTION AND ACCESS CLAUSE

- i. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Douglas County Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the



date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

- ii. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Douglas County Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

X. NON-COLLUSION STATEMENT

- i. "I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Respondent per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

XI. DUTY TO EXAMINE

- i. It is the responsibility of each respondent to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

XII. EXCEPTIONS TO TERMS AND CONDITIONS

- i. A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

XIII. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

- i. The awarded distributor will need to provide product data sheets to Food Service upon request. These sheets will be required for all products. Data sheets are to be provided within three (3) working days after the request. Data sheets shall include, but are not limited to, ingredient and



nutrition statements, CN labels, allergy information, pack sizes, instructions for preparation and serving.

- ii. The distributor must notify the Food Service Procurement Specialist whenever there is a change of sources.
- iii. The School Nutrition Service Procurement Specialist must be notified by the distributor of any ingredient or nutritional changes or preparation process changes within ten (10) days of distributor receiving this information from the manufacturer.

XIV. METHOD OF PAYMENT and PRICING INFORMATION

Prices - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the Consumer Price index.

- i. The successful Respondent warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period. The distributor must bring to FNS's attention all rebates, incentives or any other form of remuneration which in effect lowers costs to the distributor. The distributor must pass on to FNS fair compensation for rebates or bill-backs from manufacturers.
- ii. All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. FS will not entertain proposals with clauses that allow distributors to add a fuel surcharge during periods of volatility in the petroleum market. Such proposals shall be rejected.
- iii. Prices will not include Federal Excise Tax or State Sales Tax.

XV. Anti-Collusion Affidavit Attachment A



- i. The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

XVI. METHOD OF SHIPMENT/DELIVERY

- i. **Orders and deliveries** - Orders and deliveries shall be supplied by the respondent as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- ii. All deliveries are to be F.O.B Destination to addresses as indicated on Exhibit A.
- iii. In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the respondent cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.
- iv. Delivery schedules that fall on a holiday will be made on an agreed upon alternate day.
- v. Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

XVII. AMENDMENTS AND MODIFICATIONS OF CONTRACT

- i. During the contract period Food Service reserves the right, in its sole discretion, to add new items and new manufacturers to the contract as companies continue to offer new products. New items will be purchased according to the following procedure:
 - i. Food Service will submit product specifications to the awarded distributor.
 - ii. Distributor shall solicit costs for more than one approved product that meets the intended specifications.
 - iii. If requested, samples for testing shall be provided at no cost to Food Service. Each sample should include the product nutrition information, allergy information, and preparation instructions.

XVIII. ASSIGNMENT

- i. The respondent shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute



such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

XIX. INDEMNIFICATION

- i. The respondent shall act as an independent Contractor and not as an employee of the Board/SNP. Respondent agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this RFP.

XX. TIME OF PERFORMANCE

- i. Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to complete installation of product pursuant to the award on March 25, 2022.
- ii. The Contractor must comply with the time of performance.

XXI. FORCE MAJEURE

- i. Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

XXII. GIFTS AND GRATUITIES

- i. Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XXIII. SEVERABILITY



- i. The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XXIV. RELEASE FROM CONTRACT

- i. In the event the market for a product covered by this request escalates to a point that the respondents delivering product at less than cost, the respondent may petition for release from the contract. The petition shall be supported by a third-party market bulletin. The decision to release the respondent from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.



EXHIBIT C: PRICING FORMS

PRICING SUMMARY

PRICING FORM INSTRUCTIONS

Proposers should include in their response package an electronic version of the Pricing Summary (Exhibit C). Electronic version may be a CD or a Flash Drive.

An Excel version of these documents can be found on the DCSS Procurement Web Site.



EXHIBIT D: LOBBYING FORM AND DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date



EXHIBIT E: PROPOSAL RESPONSE FORM

Request for Proposal: 23-001

South Douglas Elementary

Cooler/Freezer/Shelving

We propose to furnish and deliver any and all of the deliverables and/or services named in the attached Request for Proposal (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all specifications, terms and conditions contained in the RFP, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Douglas County School System, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Douglas County School System.

It is understood and agreed that we have read the Douglas County School System's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this bid/proposal meet or exceed any and all such Douglas County School System specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specification.

It is understood and agreed that this proposal shall be valid and held open for a period of ninety (90) days from bid/proposal opening date.

The Total Contract Value for ALL Requirements including All Equipment, Materials, Deliveries, Installation, Training and any other costs Associated with this Contract is outlined on the **Pricing Forms** pages.

Respondent Name: _____

Authorized Signature _____

Print Name _____ Date _____

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, Vendor, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards.



I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et seq., have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Email _____

Print/Type Company Name _____

XVI. REFERENCE SHEET

Must be completed by all firms and returned with the Request for Proposal response. References must be from customers (at least three (3) public school systems in Georgia) for whom your firm has provided a similar scope of work during the past twenty-four months.

1. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed
2. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed
3. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed
4. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code



Scope of Work Completed

5. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed



DOUGLAS COUNTY SCHOOL SYSTEM

BUSINESS SERVICES OFFICE

P.O. BOX 1077, DOUGLASVILLE, GA 30133

770-651-2000 FAX 770-920-4026

In order to conduct business with and/or receive payments from the Douglas County School System, the following information is required. Failure to provide this information may result in delayed payments.

VENDOR # _____

To Be Completed by Douglas County School System

VENDOR INFORMATION FORM

SCHOOL/DEPARTMENT REQUESTING VENDOR BE ADDED

DCSS Employee#
(if applicable)

Employee's Location

Company or Business Name: _____

(Refer to instructions on the bottom of page.)

Individual Name: _____

Federal ID or Social Security Number: _____

== == == , . , ,

DUN_S_# _____

(Please use 9 digit standard format: FEIN XX-XXXXXXX or SSN XXX-XX-XXXX)

PURCHASE ORDER MAILING ADDRESS and CONTACT INFORMATION:

Street address: _____

include building/suite number

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Web Site: _____

Contact Name: _____

(Local Representative in Atlanta Area)

E-Mail Address: _____

Cell Phone: _____

Contact Name: _____

(Someone we may contact if we cannot reach the local representative.)

E-Mail Address: _____

Cell Phone: _____

Account/Contract#:

Discount

Shipping Terms

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

Street address: _____

Include bu/ding/suite number

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Contact: _____

Doing Business As: ☐ Corporation ☐ LLC ☐ Sole Proprietorship ☐ Partnership ☐ Individual

☐ Educational ☐ Governmental ☐ USCitizen/Resident ☐ Non-Resident Alien ☐ Other

INSTRUCTIONS

• **Sole Proprietors:** Must enter your individual name (as shown on your social security card) on the Individual Name line.

You may enter your business or "doing business as" name on the Business Name line. For the Taxpayer Identification Number, enter either your Social Security Number or the Federal Employer Identification Number of the business.

• **Business Name:** Enter the name of the entity as it is listed with the IRS on the Form SS-R, Application for Employer Identification Number. This name should be consistent with the name used on tax returns.

DOUGLAS COUNTY SCHOOL SYSTEM
VENDOR INFORMATION FORM

VENDOR _____

How long have you been in business? _____

Do you currently do business with Douglas County School System? _____

In what capacity? _____

List other school systems you currently service _____

CONFLICT OF INTEREST POLICY

Does any Officer, Director, Owner or Partner in this company have a relationship with the Douglas County School System?

☐ YES ☐ NO

The types of relationships include:

1. A spouse/partner or minor child is employed by the Douglas County School System.
2. A financial relationship with a Douglas County School System employee.
3. A personal relationship with a Douglas County School System employee.

If yes, please state the NAME and RELATIONSHIP to individual: _____

Does any Officer, Director, Owner or Partner in this company hold a position at any Douglas County School System department or school?

☐ YES ☐ NO

If yes, please state the NAME and RELATIONSHIP to individual: _____

GEORGIA IMMIGRATION REFORM AND CONTROL ACT

***** In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, OCGA 13-10-90 et. seq., (collectively the "Act") the Vendor ("Contractor") MUST INITIAL the statement applicable to Contractor below; and Contractor must immediately notify DCSS in writing if the affirmations below change:

(a) _____ (Initial here): Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.; [Contractors who initial (a) must attach a Contractor Affidavit and Agreement];

OR

(b) _____ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.

VENDOR APPLICATION VERIFICATION

The undersigned certifies that the information contained herein is correct. I understand that misrepresentation may be cause for removal from the qualified vendor list and any other penalties allowed by law. Further, I affirm that this company's employment practices do not discriminate because of age, race, creed, color, sex, national origin, religion, or disability.

I also understand that the Douglas County School System is on a Net 30 day payment schedule and that payment will not be made until 30 days after the date of invoice and/or receipt or completion of goods and services.

VENDOR SIGNATURE (Typing your name certifies Information is correct.)

TITLE

PHONE

DATE

DCSS OFFICE USE ONLY	CONFLICT OF INTEREST	VERIFIED LICENSED IN STATE OF GEORGIA	VERIFIED NOT LISTED ON EPLS LIST	VERIFIED WORKER'S COMP INSURANCE	GA IMMIGRATION REFORM ACT
(Form Revised 1/16/2014)	DATE ENTRY APPROVED	DATE ENTERED INTO MUNIS	DATE DENIED	DATE REQUESTOR NOTIFIED	

DOUGLAS COUNTY SCHOOL SYSTEM
COMMODITY CODE LIST

Vendor Name:				
	CODE	AUDIO/VISUAL	CODE	EDUCATION AND INSTRUCTION
	803	Sound Systems & Accessories	23355	Kilns and Furnaces
	840	Television Equipment	493	Laboatory Equipment, Chemistry
	84027	Television Equip-Carts/Stand	495	Laboatory Equipment, Biology
	84030	Television Equip-DVD/TV Combos	580	Musical Instruments
	84067	Television Equip-Video Camera Recorders	71505	Publications and AV-Audio Cassettes
	84068	Television! Equip-VCR/DVD/TV Combos	71510	Publications and AV-Books
	880	Visual Education Equipment	71512	Publications and AV-Reference
	88043	Visual Education Equip-Projection Screens	71535	Publications and AV-Electronic
		Other Audio/Visual	71590	Publications and AV-Video Cassettes
	CODE	AUTOMOTIVE		
	055	Automotive Accessories	785	School Equipment and Supplies
			78515	School Equipment-Dry Erase Boards
	060	Automotive Maintenance Items	78589	School Equipment-Special Education
	065	Automotive Bodies, Accessories	78590	School Equipment-Test & Test Scoring Devices
	070	Automotive Vehicles		Other Education and Instruction
	075	Automotive Shop Equipment	CODE	FOOD/NUTRITION
	405	Fuel, Oil, Grease & Lubricants	019	Agricultural Crops and Grains
	863	Tires and Tubes	090	Bakery Equipment, Commercial
		Other Automotive Miscellaneous	165	Cafeteria Equipment, Commerical
	CODE	COMMUNICATIONS		
	725	Radio Communication, Telephone	240	Cutlery, Dishes, Flatware, Glassware, Etc.
			245	Dairy Equipment and Supplies
	72574	Radio Communication, Two-Way Radio	370	Food Processing Equipment and Supplies
		Other Communications	375	Foods, Bakery Products (Fresh)
	CODE	CONSTRUCTION		
			380	Foods, Dairy Products (Fresh)
	135	Bricks and Other Clay Products	385	Foods, Frozen
	150	Builder's Supplies	390	Foods, Perishable
	155	Buildings and Structures	393	Food, Staple Grocery
	210	Concrete and Metal Culverts	740	Refrigeration Equipment and Accessories
		Other Construction		Other Food/Nutrition
	CODE	CUSTODIAL	CODE	FURNITURE
	085	Bags, Bagging, Ties, Erosion Control Equip.	420	Furniture - Cafeteria, Library, School
	365	Floor Maintenance Machines	425	Funiture - Office
	485	Janitorial Supplies, General	42553	Lockers, Storage
	48550	Door Mats, All Types		Other Furniture
	640	Paper and Plastic Products Disposable	CODE	LIBRARY
		Other Custodial	125	Bookbinding Supplies
	CODE	EDUCATION & INSTRUCTION		
	050	Art Equipment and Supplies	525	Library and Archival Equipment
				Other Library
	232	Crafts, General		

	CODE	MAINTENANCE	CODE	SERVICES
	010	Acoustical Tile, Insulating Materials, Supplies	906	Architectural Services, Professional
	025	Air Compressors & Accessories	907	Architectural Services, Non-Professional
	031	Air Conditioning & Heating Supplies	909	Building Construction Services, New
	28550	Light Bulbs	910	Building Maintenance and Repair Services
	295	Elevators and Escalators	91039	Janitorial/Custodial Services
	330	Fencing	912	Construction Services, General
	335	Fertilizers & Soil Conditioners	915	Communication and Media Services
	340	Fire Protection Equipment	918	Consulting Services
	360	Floor Covering	91838	Consulting Services-Education and Training
	445	Hand Tools, Accessories & Supplies	91843	Consulting Services-Environmental
	450	Hardware and Related Items	924	Educational Services
	515	Lawn Maintenance Equipment	925	Engineering Services, Professional
	540	Lumber and Related Products	926	Environmental Services
	57M	General Maintenance	946	Financial Services
	59595	Wood Chips and Bark, Composted	953	Insurance, All Types
	630	Paint and Related Products	956	Library Services
	635	Painting Equipment and Accessories	96115	Vending, Concessions, Catering Services
	66M	Locks and Doors	966	Printing and Related Services
	670	Plumbing Equipment and Supplies	96896	Water & Wastewater Treatment Services
	770	Roofing	971	Real Property Rental or Lease Services
	801	Signs, Sign Materials	981	General Equipment Rental or Lease Services
	885	Water and Wastewater Chemicals	985	Office Equipment Rental or Lease Services
	895	Welding Equipment & Supplies	98854	Lighting Services for Athletic Fields
		Other Maintenance	989	Sampling and Testing Services
	CODE	OFFICE		Other Services
	310	Envelopes, Plain or Printed	CODE	TECHNOLOGY
	395	Forms, Computer	204	Computer Hardware-Microcomputer
	600	Office Machines, Equipment & Accessories	206	Computer Hardware-Mainframe
	60082	Shredders, Paper	207	Computer Accessories and Supplies
	615	Office Supplies, General	208	Computer Software-Microcomputers
	620	Office Supplies, Pens, Pencils, Etc.	209	Computer Software-Mainframe
	645	Paper	287	Electronic Components & Replacement Parts
		Other Office		Other Technology
	CODE	SAFETY AND ATHLETICS		OTHER CATEGORIES NOT CLASSIFIED ABOVE
	200	Clothing, Athletic Uniforms		
	345	First Aid and Safety Equipment		
	420004	Auditorium/Stadium Seating		
	650	Playground Equipment		
	805	Sporting Goods, Athletics		
	860	Tickets, Coupon and Sale Books		
		Other Safety and Athletics		

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

~~1.1.BB info@dcss.ga.gov (Mailed 10/1/14)~~

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, AS AMENDED BY THE
ILLEGAL IMMIGRATION REFORM ACT OF 2011, O.C.G.A. 13-10-90, ET AL.**

TO ALL PROSPECTIVE SUPPLIERS:

If you are providing services to the Douglas County School System, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your quote/bid/proposal.

- 1) The Douglas County School System shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act O.C.G.A.13-10-90 et seq.,
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. 13-10-90 et. seq., (collectively the "Act") the Supplier ("Supplier") MUST INITIAL the statement applicable to Supplier below:
 - (a) (*Initial here*) Supplier warrants that, Supplier has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Supplier further warrants and agrees Supplier shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq; OR
 - (b) (*Initial here*) Supplier represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver's license or ID card in lieu of an affidavit if, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the System in writing and provide all affidavits required. (Complete the Affidavit of NO Employees); OR
 - (c) (*Initial here*) Supplier represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A.13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.
- 3) (*Initial here*) Supplier will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Supplier with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.
- 4) (*Initial here*) Supplier agrees that, if Supplier employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, that Supplier will secure from each subcontractor at the time of the contract the subcontractor's name and address, the employee-number applicable to the subcontractor, the date the authorization to use the federal work authorization program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- SI (*Initial here*) Supplier agrees to provide the Douglas County School System with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08 within five (SI business days of receipt).
- 6) (*Initial here*) Supplier is a foreign company and therefore not required to provide the affidavit as required by O.C.G.A. § 13-10-90 et seq. Supplier must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

Company Name / Supplier Name

DOUGLAS COUNTY SCHOOL SYSTEM
Head of Authorized Office or Agent of Supplier
DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

Date

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 2 of 4)

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

- (1) The individual, firm, or corporation ("Supplier") which is contracting with the Douglas County School System has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (2) Supplier's correct user identification number and date of authorization is set forth herein below.
- (3) Supplier agrees that the Supplier will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Douglas County School System, unless at the time of the contract said subcontractor:
 - (a) is registered with and participates in the federal work authorization program;
 - (b) provides Supplier with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
 - (c) agrees to provide Supplier with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Supplier agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Douglas County School System at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

- (4) Supplier further agrees to and shall provide Douglas County School System with copies of all other affidavits or other applicable verification received by Supplier (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

Company Name/ Supplier Name

BY: _____
Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Supplier

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA

BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 4 of 4)

AFFIDAVIT OF NO EMPLOYEES

The undersigned, in connection with a proposed contract or subcontract with the Douglas County School System for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor.
- (b) I do not employ any other persons.
- (c) I do not intend to hire any employees to perform the Contract.
- (d) A true, correct and complete copy of my driver's license is attached hereto.
- (e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then before hiring any employees, I will:
 - (i.) immediately notify the School System in writing; and
 - (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A.13-10-91, as amended; and
 - (iii.) Provide the School System with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

Print Company Name/ Name of Sole Proprietor

BY: Signature of Authorized Officer/Agent

Date

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

Notary Public

My Commission Expires

[Attach copy of driver's license]

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 3 of 4)

SUBCONTRACTOR AFFIDAVIT

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

- (1) The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (name of contractor), which has a contract with the Douglas County School System.
- (2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (3) Subcontractor's correct user identification number and date of authorization is set forth herein below.
- (4) Subcontractor agrees that the Subcontractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Douglas County School System, unless said subcontractor:
 - (a) is registered with and participates in the federal work authorization program;
 - (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
 - (c) agrees to provide Subcontractor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other applicable verification to the Supplier at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

Company Name/ Sub-contractor Name

BY: Signature of Authorized Officer or Agent (of Subcontractor)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

XVII. RFP CHECKLIST

**RFP 23-001
Purchase and Installation of Cooler/Freezer**

The following items must be completed and submitted with your Proposal in order for your response to be considered. Please refer to Sections X: Proposal Submittal Requirements, and XIII: Preparation of Proposals for complete proposal instructions.

- ☐ Acknowledgement of any Addenda
- ☐ RFP Instructions – Signed
- ☐ Standard Terms and Conditions – Signed
- ☐ Respondent Information Forms
- ☐ Georgia Security and Immigration Compliance Act, OCGA 13-10-90
- ☐ Contractor Affidavit and Agreement
- ☐ Subcontractor Agreement *(if applicable)*
- ☐ Affidavit of No Employees *(if applicable)*
- ☐ Reference Sheet
- ☐ Exhibit D – Lobbying Form and Disclosure
- ☐ Exhibit C – Pricing Forms
- ☐ Respondent Response Form - Signed
- ☐ Copy of Qualification Documents (Licenses, Project Lists, Insurance, etc...)
- ☐ Manufacturer's Specifications of System
- ☐ Original proposal and three copies included in package
- ☐ Electronic Version (CD or Flash Drive) of Proposed Copiers and Pricing

Company Name: _____

Rep Signature: _____

Email: _____

Date: _____



Attachment A
Anti-Collusion Affidavit

State of: Georgia
County: Douglas
City: Douglasville

_____, of lawful age, being first sworn on oath say, that he/she is the agent Authorized by the respondent to submit the attached bid. Affiant further states that the respondent has not been a party to any collusion among respondents in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee to quantity, 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 respondent/vendor had not paid, given, or donated, or agreed to pay, give or donate to any contract pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public _____

My commission expires: _____



