

Gwinnett County Public Schools
Suwanee, Georgia
“INSTRUCTIONS AND CONDITIONS FOR BIDS”

These are general instructions and conditions that accompany each solicitation package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder’s risk, as the bidder will be held accountable for their bid response.
- B. **All responses must be entered into Bonfire.** Each bidder shall furnish all information required by the bid form or document. An authorized agent of the company must sign bids. The firm’s name and telephone number must be shown and obligations assumed by such signature must be fulfilled.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County Public School’s (GCPS) contract may not initiate or continue any verbal or written communications regarding a solicitation with any School Board Member, employee or other GCPS representative without permission of the Buyer named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Education. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011 (E-Verify), if providing service, performing work or delivering goods to GCPS including, but not limited to schools, warehouses and central offices, all applicable Georgia Security and Immigration Compliance documents must be completed, signed, notarized and submitted with your bid/ proposal response. Failure to provide this document with your bid submittal may result in bid being deemed nonresponsive and automatic rejection.
- E. Time of delivery is part of the bid and must be adhered to. If it is impossible to meet the delivery specified in the bid, bidder shall state the best delivery possible in the space provided on the Bid Request. Words such as “immediate”, “as soon as possible” etc shall not be used. Time shall be stated in days and days shall mean “calendar days” (Saturday, Sunday, and holidays are to be included in that number).
- F. An electronic price worksheet will be provided online through the solicitation link to prospective bidders and should be completed by an authorized agent of the company. Unit price should not exceed 2 decimal points and should include freight charges. Prices submitted on the electronic price worksheet should be in number format. Other prices contained elsewhere in the Bid should be stated in both words and numbers. In the event of a conflict, the word version will prevail.

2. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder’s**

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responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

3. SUBMISSION OF BIDS

- A. Each bid shall be submitted online in Bonfire prior to the cutoff date and time as indicated in the solicitation. **Please note: All required documentation MUST be uploaded and confirmed prior to the bid due date and time in order for your submission to be accepted/completed within Bonfire. Please keep in mind this is a web based program and your firm should allow sufficient time to upload all required documents within the system. Once your submission is completed a confirmation code is provided along with a confirmation email to the address on file. A video tutorial is also available under the "Submission" section within Bonfire.**

A Sealed hard copies/telephone/faxed bids will not be considered. Any addenda should be submitted with the electronic bid response.

- B. Brand names and manufacturer model numbers are not for restrictive purposes but to establish an acceptable level of quality unless "no substitution" is clearly stated in the specifications. Specifications used are intended to be open and nonrestrictive. When no reference or change is made on submission by bidder, it is understood that the specific item named in the solicitation document shall be furnished by the bidder. If bidding an equivalent, state manufacturer name and model number. Also, product brochures/specifications should be submitted with bid of the equivalents you are bidding. Failure to include the supportive information may result in the item automatically being rejected. The Board, through its Purchasing Agent, shall be the sole judge in making determination as to the quality. All decisions shall be final.
- C. Bids, modifications to bids or corrections on bids received after the opening time specified will not be considered. The Board will not be responsible for lateness of receipt due to mail delays.
- D. If necessary, addendums to the Bid will be posted up to seventy-two (72) hours before the Bid opening time.
- E. When responding to a GCPS solicitation, if an item is to be bid at "zero cost" to the district, supporting documentation must be provided under the "Additional Supplier Information –If needed" section within Bonfire.
- F. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the GCPS, at no expense to GCPS. **Samples must be tagged with the bidder's name and Bid Number** Unless otherwise specified, samples not used or destroyed in testing will be returned to the bidder at their request and at their expense.

The Board will assume no responsibility for items destroyed or stolen when being tested.

- G. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- H. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.

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- I. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- J. Signatures on bids are binding for pricing and all terms and must be signed by an authorized agent of the company.

- K. GCPS is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by GCPS. Bidders and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Bidders and contractors should contact the State of Georgia Sales Tax Division for additional information.

- L. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified per the Georgia Open Records Act guidelines. Entire bid may not be deemed proprietary.

4. APPROXIMATE ANNUAL QUANTITIES

Most bids are “demand usage” contracts, and the estimated quantities listed on the attached pricing schedules are an approximate amount based on prior, or current, or next year’s usage. The quantities during the term of the bid may change as district needs change and in some instances GCPS will have under or overestimated quantities or amount of items to be purchased. Please note all prices quoted should be firm until the last order within the term, and any price increase may affect renewal options for the bid. Estimates in this bid are not a commitment to purchase the same amount as originally specified.

5. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder’s original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

Bid withdrawal is not automatically granted and will be allowed solely at GCPS discretion.

6. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

7. AWARDS

- A. Award will be made to the lowest responsive and responsible bidder(s) for Invitations to Bid and the highest scoring firm(s) for Requests for Proposal. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of GCPS, and the delivery terms will be taken into consideration in making the award.

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- B. Awards may not be made to a bidder for less than \$500.00 when there are multiple awards on a bid.
- C. Vendors agree that their bids are subject to acceptance at any time within 30 days after opening, unless otherwise stipulated in the bid.
- D. Bid tabulations shall be available at the time of award.
- E. The Board may place additional orders or increase quantities at quoted prices in excess of the original bid with the consent of the bidder and for such period of time as may be agreed upon between the Board and the bidder.
- F. The Board may accept or reject any or all bids or part of bids and may waive informalities, technicalities and irregularities. The judgment of the Board on such matters shall be final.
- G. GCPS reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest
- H. **CONTRACT:** Each bid is received with the understanding that the acceptance in writing by the GCPS of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the GCPS which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The Request for Bid, Bidder's Response and a Purchase Order or Contract and its attachments, either attached hereto or by reference, when received by the successful bidder, shall constitute (1) a binding Contract on the terms set forth herein, and (2) the entire Contract, and it is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

8. TIE-BID

In the event two (2) responsive bids are tied for lowest price and the other terms and conditions of the two (2) bids are substantially the same, the bid shall be awarded to the Women or Minority owned firm. Provided such information has previously been made by vendor.

If both or neither of the tied bidders are Women or Minority owned firms, there will be a formal coin toss conducted by the Director of Purchasing and witnessed by two (2) or more staff.

9. AUTHORIZED PURCHASES

All purchases, whether for products or services, must be supported in advance by an official hard copy purchase order, valid purchase order number or GCPS authorized Visa purchasing card. GCPS will not be bound by any unauthorized purchases.

10. PRICE AND RENEWAL OPTION

Unless specifically consented to in writing by GCPS, prices must remain firm during the initial stated term of this proposal.

GCPS reserves the right to negotiate a lower price than the award price on any line item with the successful vendor. If GCPS is unable to negotiate an acceptable price, it reserves the right to re-solicit the item(s)/service(s) involved.

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GCPS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God during any term of the bid. This option will only be exercised if it is deemed to be in the best interest of the District.

If after the award, there is a decrease in the price of a product from the manufacturer, or a rebate, the successful vendor will pass that price decrease and/or rebate to GCPS.

Price increases by the bidder to GCPS will be allowed only at the bid renewal anniversary and shall be based on the percentage change of the manufacturer's cost to the bidder. It is expected that product price changes will not exceed the U.S. Department of Labor Bureau of Labor Statistics Southeast Region, not seasonally adjusted Consumer Price Index (CPI) percentage change annual average for the previous 12 months. Only one (1) price change per item will be allowed during any term or renewal period commencing with the beginning of the first renewal period, for any individual product or service contained in this bid. Documentation may be requested by GCPS that provides detail information about the proposed price change in market conditions and prices. The bidder shall give GCPS a minimum of thirty (30) day notice before price changes take effect. GCPS is not obligated to accept price increases and reserves the right to award or negotiate with the next lowest bidder.

RENEWAL OPTIONS

The Board reserves the option to renew this RFP-SECTION A- up to a maximum of three (3) additional terms of twelve (12) months each for a total potential term length of eight (8) years and SECTION B for two(2) additional terms of twelve(12) months each for a total of three (3) years. Pursuant to O.C.G.A. Section 50-5-64, this contract shall not be deemed to create a debt of The Board for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The decision to extend / renew a bid by GCPS will be made based on bidder's performance, existing business conditions, and GCPS needs at the proposed time of renewal and will also be based on the consent and written confirmation of the successful bidder.

IMPACT OF TARIFFS

At the time of the bid submittal, or during the anticipated term of this bid, certain manufactured items or raw materials may experience price increases due to real or potential tariffs between the United States and other foreign based companies. All submitted vendor items and prices that are impacted by tariffs must be noted in the bid response and price quotation that such items and prices contain a real or anticipated price impacted by a tariff. It is expected that all such impacted items and prices will be reduced by the vendor as soon as such tariffs have ceased during the term of this Bid, with notice being sent to the Buyer. All other increases shall be as described in Section 11 Renewal Options in this bid.

11. RENEWAL OPTION

The Board reserves the option to renew this RFP-SECTION A- up to a maximum of three (3) additional terms of twelve (12) months each for a total potential term length of eight (8) years and SECTION B for two(2) additional terms of twelve(12) months each for a total of three (3) years Pursuant to O.C.G.A. Section 50-5-64, this contract shall not be deemed to create a debt of The Board for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The decision to extend / renew a bid by GCPS will be made based on bidder's performance, existing business conditions, and GCPS' needs at the proposed time of renewal and will also be based on the consent and written confirmation of the successful bidder.

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Price increases by the bidder to GCPS will be allowed only at the bid renewal anniversary and shall be based on the percentage change of the manufacturer's cost to the bidder. It is expected that product price changes will not exceed the U.S. Department of Labor Bureau of Labor Statistics Southeast Region, not seasonally adjusted Consumer Price Index (CPI) percentage change annual average for the previous 12 months. Only one (1) price change per item will be allowed during any term or renewal period commencing with the beginning of the first renewal period, for any individual product or service contained in this proposal.

The bidder shall give GCPS a minimum of thirty (30) day notice before price changes take effect. GCPS is not obligated to accept price increases and reserves the right to award or negotiate with the next lowest bidder.

12. DELIVERY TERMS

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination to our warehouse except where installation is required. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance. Where installation is required, prices are to include all necessary wiring, connecting, leveling, piping, uncrating, moving and all other charges incurred in placing the equipment in operation, unless otherwise specified.

All merchandise requiring installation and which is shipped F.O.B. job site must be received by the successful vendor's regularly employed personnel and the equipment stored in the area designated by the owner's representative. The Board will not assume responsibility for any items which require installation until it is completely installed and demonstrated to the appropriate school officials.

13. PATENT INDEMNITY

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

14. SHIPPING AND MARKING

- A. All merchandise will be received in our warehouse on weekdays between the hours of 7:00 A.M. and 3:00 P.M. Where two or more items are packaged together, their combined weight shall be no more than two thousand (2,000) pounds.

- B. **MARKING:** Include packing list in each shipment. Packing list must show GCPS Purchase Order Number, Contents and Shipper's Name and Address, mark packing list and Invoices covering final Shipment "Order Completed". If no packing list accompanies the shipment, the Buyers count will be accepted. Mark (upper left corner) or each package (box, crate, barrel, bundle, piece) clearly with (1) Shipper's name and address, (2) Contents, (3) Board of Education Purchase Order Number, and (4) Bill of Lading or Express Receipt and on every package the marking specified above, will obligate Shipper for any and all extra cost incurred, including drayage or demurrage.

15. INVOICES

All invoices must show the purchase order number, the item number, and should be mailed to GCPS, Finance Department, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024-2978.

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16. PAYMENT

PAYMENT IN FULL will be made by the Board of Education when an invoice is received indicating that the goods and/or services have been delivered. The Board of Education will also make **PARTIAL PAYMENT** when partial shipment is received, as long as an invoice is received indicating partial delivery.

17. DEFAULT

In the event any property or service to be furnished by the bidder under a Contract or purchase order should for any reason not conform to the specifications contained herein, or to the sample submitted by the bidder with his bid, the Board may reject the property or service. Then, in which event, with specific instructions from the Director of Purchasing, the bidder shall immediately remove the property without expense to the Board and replace all rejected property with such property or service conforming to the specifications or samples.

Should the bidder default in the performance of the foregoing paragraph, the Board may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the bidder, the difference between the contract price and the actual cost of the property to be replaced or substituted. Price paid by the Board of Education in such event shall be the prevailing market price at the time the substitute purchase is made.

18. COMPLIANCE

All property or services furnished must comply with all applicable Federal, State and Local Laws, Codes and regulations. Successful Bidders must obtain County Permits where necessary.

19. RIGHTS AND REMEDIES

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

20. BIDDERS EVIDENCE OF RESPONSIBILITY

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary services and warranties for items they propose to furnish.

21. SUCCESSFUL BIDDERS

Successful Bidders will be responsible for seeing that all County Inspection Codes are complied with as regarding (1) electrical, (2) gas and (3) water fittings and outlets. Field Checks for exact measurements of all spaces for items to be furnished will be the responsibility of the successful bidder. This is to insure proper fitting of all items in the space provided. Shop Drawings, if applicable, will be prepared and three (3) copies will be furnished to the Board of Education Purchasing Department, before work is begun.

22. RESPONSE

Failure to respond to Invitation to Bid (submission of bid, or written notice that vendor is unable to bid on this particular request but wishes to remain an active bidder for this particular item) will be understood by the Board of Education to indicate a lack of interest and concurrence in the removal of the vendor's name.

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23. USE BY OTHER AGENCIES

This bid allows for other State and Local Government Agencies within the State of Georgia to buy off this bid at the same prices quoted during the effective term, pending agreement between Bidder and the third party entity.

Charter Schools – Selected GCPS contracts and pricing have been made available for use by GCPS Charter Schools. Sales to GCPS Charter Schools by the Contractor will be optional and will not be considered when determining award, i.e. it is not mandatory to allow other agencies to participate. It is to be understood, however, that GCPS shall not be responsible for any problems that may arise between a GCPS Charter School and the contractor as a result of any sales. Any resulting contract is solely between the bidder and third party GCPS Charter School. Billings for items purchased under this agreement shall be directed to the agency making the purchase.

24. DEBARMENT STATUS

By submitting their bid or proposal, all vendors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

25. LOBBYING

The Contractor agrees to comply with the requirements of 31 U.S.C. § 1352(a), the Byrd Anti Lobbying Amendment, which prohibits the use of Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement. The Contractor shall file the certification required by U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. 8 1352. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any public agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U. S. C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U. S. C. 1352. Such disclosures are forwarded from tier to tier up to GWINNETT COUNTY PUBLIC SCHOOLS.

26. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

27. TERMINATION FOR CAUSE

GCPS may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of GCPS's rights or remedies by law.

28. TERMINATION FOR CONVENIENCE

GCPS may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of GCPS's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be

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compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

29. AMERICANS WITH DISABILITIES ACT

All contractors for GCPS are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), GCPS provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

30. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

31. CLEAN AIR ACT

Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), as amended—As this Contract exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

32. BOYCOTT OF ISRAEL

Bidder certifies that Bidder is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

33. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless GCPS, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against GCPS, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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34. PUBLICITY

Bidder shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without express written prior consent of Gwinnett County Public Schools. As used in this section, the term “publicity” includes but is not limited to advertisements, flyers, public announcements whether using print, or online or social media, pamphlets, press releases, reports, books, broadcasts, signs and similar public information.

35. BIDDER CODE OF CONDUCT:

GCPS aims to operate in a manner that reflects high ethical standards and is committed to complying with all applicable laws, regulations and other legal requirements. Accordingly, GCPS seeks to conduct business with bidders who share our commitment to high ethical standards and operate in a responsible and ethical manner.

All GCPS employees are expected to act at all times in accordance with good business judgment for the benefit of the District and to avoid activities that could create a conflict of interest or appearance of such a conflict. Bidders when doing business with GCPS, in turn, are expected to conduct their business in an ethical manner and act with integrity.

Acceptance of Entertainment & Gifts:

Bidders may neither offer nor give any gift to any GCPS employee or contracted staff who conduct business for GCPS except those items of nominal value, which may then be subject to disclosure by the receiving party to an immediate supervisor and/or the GCPS Department of Internal Audit. For purposes of this Procedure, a “gift” shall mean anything of value that shall include, but is not limited to, goods, loans, money, personal services, gratuities, entertainment, etc. Any prohibited activity or gift may result in the termination of existing contracts. Any activity or gift is strictly forbidden where it is being given under circumstances where it can be reasonably inferred that it was intended to influence GCPS employees in the performance of his or her official duties, or during the solicitation and award process of a bid.

Bidder Submittals:

GCPS expects all bidders to be forthcoming, and always submitting true and accurate information in response to a GCPS Purchasing solicitation, or in regards to an existing business relationship. If the GCPS Purchasing Department determines that the bidder has intentionally omitted or failed to provide pertinent information and/or falsified or misrepresented material information submitted to the Purchasing Department, the Department shall act in accordance with applicable GCPS policies and procedures and applicable State of Georgia Law.

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Information and Communication During the Solicitation:

All bidding information received, including pricing, remains confidential until an award is made, so as not to compromise the competitive bid process. Likewise, to protect the integrity of the solicitation process, any communication with GCPS including clarification of a quote, bid, or proposal must go through the assigned Purchasing Department Buyer.

By accepting our bid "Instructions and Conditions" terms and agreeing to do business with GCPS, all bidders are agreeing to comply with this Code of Conduct.

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I THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE READ THE BID DOCUMENT IN ITS ENTIRETY AND AGREE TO CONFORM TO ITS EVERY REQUIREMENT. I FURTHER ACKNOWLEDGE THAT FAILURE TO PREPARE, SUBMIT, OR EXECUTE THIS BID IN THE EXACT MANNER REQUESTED WILL BE JUST CAUSE TO REJECT ANY OR MY ENTIRE BID.

COMPANY NAME: _____

BY: _____
(PRINT NAME)

(SIGNATURE)

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ D&B Number (required) _____

KEY ACCOUNT REPRESENTATIVE ASSIGNED: YES/NO

KEY ACCOUNT CONTACT INFORMATION: _____

PHONE NUMBER: _____ EMAIL: _____

CONTACT FOR PRODUCT INFORMATION (IF DIFFERENT FROM KEY ACCOUNT REPRESENTATIVE):

PHONE NUMBER: _____ EMAIL: _____

Please mark all of the below boxes that apply to your company/firm.

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- Local Firm
- Women or Minority Owned Company/Firm

- Vendor Information Forms**
- New Vendor to Gwinnett County Public Schools
(Please complete the below forms)
 - Vendor currently doing business with Gwinnett Public Schools
(Please complete the below forms if any information needs to be updated)

How did your firm hear about this solicitation?

- Email Notification
- GCPS Website
- Georgia Procurement Registry
- Other _____

**THE ABOVE ACKNOWLEDGMENT MUST BE PROPERLY SIGNED AND FIRMLY ATTACHED TO YOUR BID.
THIS ACKNOWLEDGMENT BECOMES A PART OF YOUR BID AND WITHOUT IT YOUR BID IS NOT
COMPLETE AND WILL BE SUBJECT TO REJECTION.**

BID PROTEST PROCEDURE

This bid protest procedure applies to challenges to the awarding of bids or contracts by the Purchasing department of the Gwinnett County Public Schools. This procedure applies to hard copy or electronic submitted bids, RFP's, quotes and contracts.

If the protesting party does not submit a completed bid, proposal, quote or contract the protest must be submitted prior to the date and time of the solicitation opening, or prior to the date on which the Bid, RFP, Quote or Contract is due to be received by the Board. Any protests received after those dates will not be reviewed and considered and will be dismissed as untimely.

For those protestors who did submit a completed and confirmed bid, RFP, quote or contract response, their protests must be filed within seven calendar days after the protesting party knew or should have known of the facts giving rise to the protest. However, no protest will be accepted that is filed more than seven days after the date the notice of award of the contract is posted on the Purchasing Department of the GCPS website. Untimely protests will be dismissed.

The date of filing is the date the protest is received by the Purchasing Department. A protest must be in writing and must be sent to GCPS, Purchasing Department, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024 Attn: Director of Purchasing.

Each protest must specify the reasons the protesting party believes that the solicitation or award was improper. Issues not raised in the written protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant. If the contract has been awarded, the Purchasing Department shall notify the successful bidder or contractor of the protest. If the protest is received before the contract is awarded and substantial issues are raised by the protest, all bidders and offerors who appear to have a substantial and reasonable prospect of winning the award shall be notified of the protest and the reasons for the protest and they may file their position on the issues with the Purchasing Department, in writing, within five days after receipt of notice of the protest.

Upon the filing of a protest, further action on the solicitation or award shall be stayed, or if the protest is timely received after the award, performance of the contract should be suspended until the protest is resolved. The Purchasing department may, however, determine that the protest is clearly without merit

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or that award of the contract without delay is necessary to protect the substantial interests of the Board. In such case, if the Director of Purchasing determines that the protest is clearly without merit or will substantially harm the Board and does not stay the procurement, he shall immediately issue the decision.

Within 15 days of the receipt of a protest, the Purchasing Department will issue a response. The response may include any documents or information that the contracting officer or Director of Purchasing deems relevant to the protest. If additional time is required to investigate the protest, he shall inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent. Unless an extension of time has been agreed to, the Director of Purchasing shall issue a final written determination stating the reasons for the decision within 60 days of the date the protest was filed.

The Purchasing Department shall send a copy of the decision to the protesting party and any other person determined to be affected by the decision. If the protest is denied, the decision shall inform the protesting party of its right to file an appeal. The appeal will need to be sent to GCPS, Business and Finance Division, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024 Attn: Chief Financial Officer, and received within 15 days of the mailing date of the decision.

TO ALL PROSPECTIVE SUPPLIERS:

If you do not choose to respond to the attached opportunity by submitting a "No Bid", please fill in the form below by checking one or more of the reasons listed below.

Please indicate No Bid with Bid Number, and return to GCPS, 437 Old Peachtree Road, NW, Suwanee, GA 30024-2978, Attention Senior Buyer, Kim Murphy or fax to 678-301-6284.

- Unable to respond at this time. Would like to receive future opportunities.
 - Do not offer this product or service; remove us from this item only.
 - Specifications too "tight"; geared toward one brand or manufacturer only
 - Specifications are unclear.
 - Unable to meet specifications
 - Our schedule would not permit us to perform.
 - Insufficient time to respond.
 - No longer would like to receive notification of opportunities
 - Other: _____
-

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This page must be returned only if you are not bidding.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

COMPANY NAME

BID NUMBER