



Superintendent of Schools

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Date Released: January 19, 2023

Bid Number: 23-025

Bid Name: Binders & Accessories

The Houston County School District is soliciting bids for binders and accessories. Specifications, terms, and conditions are contained herein. It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver all products listed on the Bid Response Form to the Houston County School District.

BID DUE DATE/TIME/LOCATION: February 02, 2023, 2:00 PM EST

Purchasing Department, 200 Jerry Barker Drive, Warner Robins, GA 31088

DEADLINE FOR WRITTEN QUESTIONS: January 31, 2023, 2:00 PM EST

RETURN BID VIA: Mail, hand delivery, or put in drop box located in front of building at above address. Return Attachments A, B, and C with your Bid Response Form to the Buyer listed below. All bids must be submitted on a USB flash drive in our **excel format only**. A hard copy of all documentation must accompany the flash drive. Faxed bids, email bids or copying and pasting of the spreadsheet into another document will not be accepted.

All Bids and supporting documentation must be enclosed in a sealed envelope and marked "ITB # 23-025 Bid Due Date/Time: February 02, 2023, 2:00 PM EST."

The Houston County School District is not responsible for bids that are not received by the Buyer in the Purchasing Department at the address below by the due date and time. Late bids will not be considered in bid evaluation.

If you have any questions regarding this bid, you may submit (in writing only) to the attention of the Buyer at the address listed below.

Jenna Barry
HCSD Purchasing Dept.
200 Jerry Barker Drive
Warner Robins, GA. 31088
Phone: (478) 988-6211
Fax: (478) 988-6212
Email: jenna.barry@hcbe.net

1. GENERAL INFORMATION FOR BIDDERS

- A. From the issue date of this Invitation to Bid (ITB) until an award has been announced, Vendors shall not communicate with any District employee, with the exception of the name stated on page one of this document or the Director of Purchasing, concerning this ITB or any information herein. The Houston County School District reserves the right to reject the bid response of any Bidder violating this provision.
- B. Whenever the terms “shall,” “must,” “will,” or “is required” are used in this ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.
- C. Contracts are non-exclusive as the HCSD reserves the right to purchase any products from any Vendor at any time.
- D. All amendments, addendums, and responses to questions will be posted on the HCSD website at www.hcbe.net , click on “Departments”, “Purchasing”. HCSD is not responsible for information not viewed by bidders as it is the vendor’s responsibility to check the website regularly.

2. BIDS

- A. The District reserves the right to:
 - 1. Waive formalities and technicalities in any bid.
 - 2. Reject any and/or all bids when it is in the best interest of the HCSD.
 - 3. Accept the bid that in HCSD’s judgment will be in our best interest.
 - 4. Purchase from any source, in part or in whole, any supplies, equipment or services.
 - 5. Award on individual items or on a lump sum basis.
 - 6. Award this bid to the Vendor who in the HCSD’s opinion is most responsive and responsible and will perform in the best interest of HCSD.
- B. Price alone may not be the determining factor in the award of this bid.
- C. The Bidder may give bids on any one or more items and must specify brand/manufacturer when requested. No substitutes will be accepted after the bid is awarded without prior written approval from the Director of Purchasing.

- D. In the event of one or more Vendors quoting the exact same price and this being the lowest price bid, the tie will be broken by a coin toss conducted by someone other than the buyer responsible for this ITB.
- E. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- F. The HCSD will not be responsible for any bid responses not received at the correct time/location prior to bid due date/time. It is the responsibility of the Vendor to ensure bids are received at the proper time and location regardless of delivery method.
- G. Bids cannot be modified after the due date/time. Care should be taken to ensure that the information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The HCSD reserves the right to request information or respond to inquiries for clarification purposes only.
- H. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid may do so by submitting a request in writing to the Buyer listed on page one of this document. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- I. Any Bidder who has demonstrated consistently poor performance with HCSD or other similar entities or has had a contract canceled by HCSD due to poor performance during a current or previous Agreement with the HCSD may be considered a non-responsible Bidder and their bid may be rejected. The HCSD reserves the right to exercise this option as is deemed to be in the best interest of the HCSD.
- J. Once a bid is awarded, if the awarded Bidder declines their award, the Bidder will be considered a non-responsible Bidder and future bids may be rejected for up to three years.

3. PRICE

Prices quoted shall include all costs and charges to include, but not limited to, purchasing, packing, services described herein, and transporting the item(s) to specified location(s). Houston County School District is exempt from State Sales Tax and Federal Excise Tax. All fees shall be included in the bid price. Bidders must bid based on the bid unit listed using the Bid Response Form(s) included with this ITB. HCSD reserves the right to reject the bid response of any Bidder violating this provision. Prices bid must remain valid for the duration of the contract. Additional fees for use of a credit card may be used as part of the award criteria.

Note – Items bid with a guaranteed minimum purchase quantity or minimum dollar amount will not be accepted.



4. PRICE GUARANTEE

Vendors are required to include the length of time their price(s) quoted are guaranteed. The District is requesting bid pricing be held for six months. The Price Guarantee will be used as a part of the bid evaluation.

5. QUESTIONS

Questions regarding this Invitation to Bid shall be directed in writing only to the Buyer listed on page one of this document. All questions and answers will be posted on the HCSD website as they are received at www.hcbe.net under “Departments,” “Purchasing”. It is the responsibility of each Bidder to inquire about any aspect of the ITB that is not fully understood or is believed to be susceptible to more than one interpretation. The HCSD will accept only written inquiries regarding this ITB up to 5 business days prior to bid closing date.

6. AMENDMENTS/ADDENDUMS

All amendments/addendums will be posted to the HCSD website at www.hcbe.net under “Departments,” “Purchasing,” and it is the Bidders’ responsibility to view any posted items. It is recommended that Vendors refer to the website on a regular basis during the course of this bid. No amendments/addendums will be posted within 5 days prior to bid closing.

7. COST OF SUBMITTING RESPONSE

The HCSD is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this ITB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by HCSD.

8. AWARD

This bid will be awarded to one Vendor. There are no guaranteed quantities. The award is contingent upon available funds and necessary approvals. The award will be made within sixty (60) days of the bid opening date. The selected Vendor(s) shall provide products in accordance with the specifications, all terms and conditions, instructions, and applicable amendments/addendums in this ITB. Notification will be forwarded by HCSD to the successful Bidder. HCSD has the right to cancel the bid and make no award if it is in the best interest of the HCSD.

9. BRAND NAME

Bidders are required to indicate the brands and models of merchandise and/or services bid. Unless listed as “brand/model only”, brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product and are meant to be descriptive and not restrictive.

10. MARKING

Merchandise in full cases shall have an identification marking on the outside of the case. Packing slip/list shall include the Purchase Order Number or contact name supplied by the Buyer. ***Partial cases or mixed cases must be marked on the outside of the box.***

11. SAFETY

Material Safety Data Sheets shall be provided for all applicable items and must accompany delivery.

12. DELIVERY

- A. The vendor is responsible for all delivery costs (FOB Destination).
- B. The vendor shall be responsible for the removal of all packing material and debris when delivering items that need to be unpacked or installed by the Vendor.
- C. All pallets/packaging will become property of HCSD at time of delivery.
- D. Delivery date may be used as part of the award criteria.
- E. Delivery appointments are appreciated for large deliveries and truck loads. Appointments may be made by calling 478-988-6211 ext. 3739.
- F. Delivery of all materials from this bid will be made to:

HCSD Distribution Center
200 Jerry Barker Drive
Warner Robins, GA 31088

13. INSPECTION

All merchandise and services shall be subject to inspection after arrival at HCSD or completion of work. In the case any items are found to be defective or otherwise not in conformity with specifications, HCSD has the right to reject such items and/or services and return them at Bidder's expense or require that Bidder return to site (if service is performed on HCSD property to correct the issue). Problems found with products due to concealed damage will be addressed as soon as damage is revealed and, on a case-by-case basis.

14. PAYMENT

HCSD shall make payment for goods and services within thirty (30) days upon receipt, inspection, and acceptance by HCSD personnel and receipt of invoice. Payment may be made by check or by credit card. If an additional fee will be added to the invoice for use of a VISA credit card, it must be noted on Attachment A. Additional fees for use of a credit card may be used as part of the award criteria.

15. FACILITIES AND EQUIPMENT

The Bidder shall be responsible for the protection of Houston County School District premises and property and will be held liable for any damages caused by the Bidder, Bidder's employee(s) or Bidder's agent(s) during the execution of delivery/installation of goods/services resulting from this ITB.

16. INDEMNIFICATION

- A. The Bidder does hereby indemnify and shall hold harmless the Houston County School District, its Board members, employees, agents, and servants (each of the

forgoing being hereafter referred to individually as “Indemnified Party”) against all claims, demands, causes of actions, actions, judgments or other liability including attorney’s fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder’s performance or failure to perform this agreement, including but not limited to:

- 1) All injuries or death to persons or damage to property, including theft.
- 2) Bidder’s failure to perform all obligations owed to the Bidder’s employees including any claim the Bidder’s employees might have or make for privilege, compensation, or benefits under any HCSD benefit plan.
- 3) Any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

B. The Bidder’s obligation to indemnify the Indemnified Party will survive the expiration or termination of this agreement.

17. TERM OF CONTRACT

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement.

18. TERMINATION OF AGREEMENT, CONTRACT, or AWARD

Any agreement, contract, or award resulting from this ITB may be canceled by either party for just cause in writing 30 days prior to termination.

19. FAILURE TO BID

If you do not wish to bid, please return this bid and state reason(s).

20. BID SUMMARY

A bid summary shall be sent to all responding Bidders and will be placed on District website for 30 days after the award.

SPECIFICATIONS

Please see attached BID RESPONSE FORM.

Instructions: Enter the brand name and model or order number that you are bidding on in column G. In column I, enter other information such as how the item is packaged, etc. Bid **MUST** be completed on the provided Excel Bid Response Form **ONLY** as directed on page one of this ITB to be accepted.

Note – Items bid with a required minimum purchase quantity or minimum dollar amount may not be accepted.

All items bid must include a brand, model and/or part number. Orders placed after the award must have the same brand, model and/or part number as bid on all packaging when items are received into the warehouse. We will not accept substitutes on items without expressed, written consent. Both parties must sign this agreement prior to delivery.

Samples are required for any other model/brand not specified by HCSD.

Samples are due by Thursday, February 2nd @ 2:00 PM EST.

Quantities included on Bid Response Form are the estimated amounts. The full number of awarded items may not be ordered immediately following bid award. The School District cannot guarantee quantities to be placed on order.



ATTACHMENT A
Certification Letter

(Form must be completed and returned with bid.)

I certify that I have read and understand the terms and conditions herein. I further state that I am and/or my company is capable, able to, and will provide the requested product(s) and/or service(s) described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

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, 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 this ITB and certify that I am authorized to sign this bid for the Vendor.

By signing below, I warrant that the bid price(s), terms and conditions stated in my response to this 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.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE _____

DO YOU ACCEPT VISA? _____

ADDITIONAL FEE IF PAYMENT MADE WITH VISA: _____

ADDITIONAL FEE FOR PAYMENTS MADE WITH A VISA CREDIT CARD MAY BE USED AS PART OF THE AWARD CRITERIA.

PRICES HELD FIRM FOR _____ MONTHS AFTER BID AWARD



ATTACHMENT B

Certificate Regarding Debarment, Suspension, Ineligibility

(Form must be completed and returned with bid.)

The Houston County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



ATTACHMENT C
Non-Collusion Affidavit
(Form must be completed and returned with bid.)

Houston County School District C/O HCBOE, Perry, GA 31069

I state that I am _____ of _____
Title Name of Vendor

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and I state that this bid is made in good faith.

I state that:

1. The price(s) and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other Vendor, Bidder, or potential Bidder; neither the approximate price(s) have been disclosed nor will they be disclosed before bid opening to any other Vendor, Bidder or potential Bidder.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.

_____, its affiliates, subsidiaries, officers,
Name of Vendor

Directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the District of the true facts relating to submission of bids for this contract.

Name/Date

Title or Position

Signature