

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

Invitation to Bid (ITB)

For

Sport Utility Vehicle (SUV) (Chevrolet Tahoe)

10/30/2023

ITB Number: 2024-0010

Due Date: November 6, 2023

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

NIGP Commodity Code(s): 071-80

BIDDER/CONTRACTOR DATA SHEET

SUI	BMITTED BY (S	IGNATURE)		
COM	PANY OR BUSI	NESS NAME		
	COMPAN	Y ADDRESS		
	TELEPHON	NE NUMBER		
TAXPAYER IDE	ENTIFICATION	NUMBER(S)		
			CONTRACT ADMII INFORMAT	
		NAME		
		TITLE		
		ADDRESS		
	CITY/STAT	E/ZIP CODE		
		PHONE		
		FAX		
		EMAIL		
REMITTANCE A	ADDRESS AND	CONTACT INFO	RMATION (if different from	n address listed above)
		ADDRESS		
	CITY/STAT	E/ZIP CODE		
		PHONE		
		FAX		
		CONTACT		
Doing Business As:	☐ Corporation	☐ Gov Entity	☐ Sole Proprietorship	☐ Partnership
	☐ Individual	□ LLC	☐ Other	

ADVERTISEMENT FOR REQUEST FOR INVITATION TO BID

Rockdale County Public Schools is requesting bids from qualified vendors to provide a Sport Utility Vehicle (SUV)(Chevrolet Tahoe).

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

Online submittal instructions can be viewed at the following location online: https://rockdaleschools.bonfirehub.com/opportunities/111631.

Proposals shall be submitted online at

https://rockdaleschools.bonfirehub.com/opportunities/111631. The Purchasing Department will only accept proposals submitted online. Proposals submissions are due 11:00 a.m., ET November 6, 2023 (as determined by the time stamp clock when submitted online).

RCPS will *only* accept online submissions for this ITB. Proposals can be submitted online at: https://rockdaleschools.bonfirehub.com/opportunities/111631. Proposals submitted after the proposal close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

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

Rockdale County Public Schools

Marki Dixon
Director of Purchasing

Due: November 6, 2023, @ 11:00 a.m.

TENTATIVE TIMELINE

10/30/2023	Release ITB to the marketplace
11/06/2023	ITB Submission due by 11:00 a.m., ET
11/06/2023	Administrative Review
11/06/2023	Bid Opening
11/16/2023	Board Meeting Recommendation to the RCPS Board of Education

Due: November 6, 2023, @ 11:00 a.m.

TABLE OF CONTENTS

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS

SUBMISSION OF BIDS

SPECIFICATIONS

PRICES QUOTED

SAMPLES

VENDOR'S EVIDENCE OF RESPONSIBILITY

AWARDS

NON-PERFORMANCE AND/OR TERMINATION CLAUSES

PROTEST PROCEDURES

CONTRACT

EXTENSIONS

SHIPPING

INVOICING

COMPLIANCE

NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT

OBLIGATION TO MAINTAIN CONFIDENTIALITY

GIFT POLICY

DRUG/ALCOHOL/TOBACCO FREE WORKPLACE

THE DISTRICT PROHIBITS UNLAWFUL DISCRIMINATION AND HARASSMENT

CONTRACTING WITH SMALL AND MINORITY FIRMS

INSURANCE REQUIREMENTS

CERTIFICATIONS

RECORD RETENTION REQUIREMENTS

ACCESS TO RECORDS

ENERGY EFFICIENCY

INDENIFICATION

SPECIAL TERMS AND CONDITIONS /BID SPECIFICATIONS /FORMS

- VENDOR/CONTRACTOR DATA SHEET
- CONTRACT AGREEMENT
- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
- CONTRACTOR AFFIDAVIT AND AGREEMENT
- SUBCONTRACTOR AFFIDAVIT
- DETERMINATION OF RESPONSIBILITY
- SUBMISSION CHECKLIST
- ANTI-COLLUSION AFFIDAVIT
- CIVIL RIGHTS ASSURANCE

1.0 PURPOSE

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

2.0 SPECIFICATION

- 2.1 Equipment specifications with acceptable brand and model is listed on Bid Form. Rockdale County Public Schools will consider (equal or similar) brands and models listed. If the acceptable brand listed below is no longer available or discontinued, Rockdale County Public Schools reserves the right to select an RCPS approved equal. If an equal or similar brand and models are submitted, the vendor must submit a complete specification with the bid submission. Rockdale County Public School determines whether all alternates are considered equal.
- 2.2 RCPS Transportation Department is looking for one vendor to provide pricing for a Sport Utility Vehicle (SUV) (Chevrolet Tahoe) <u>in-stock</u>. Please see attached Specification and Price Proposal Bid Form.
- 2.3 Pricing must include all taxes, and title fees necessary to complete the purchase in accordance with the specifications of this bid.
- 2.4 Pricing must be submitted on the bid form which is a separate Excel spreadsheet.
- 2.5 Any deviation from the specifications must be clearly identified in a letter accompanying the bid. The furnishing of cuts, catalogs, or printed descriptions will not relieve the Vendor of this requirement. The District will be the sole determiner as to whether the substituted item is of equal or better specification. If the District determines that the modifications or deviations from the specifications are not in compliance, the bid may be rejected.
- 2.6 Vendor's failure to deliver any items according to specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the Vendor's list.

- 2.7 For Goods: Manufacturers listed, as "Model Equivalence" in the ITB, are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. The District will be the sole determiner as to whether the substituted item is of equal or better specification.
- 2.8 If there is an error in the description or specifications contained in the ITB, the District reserves the right to notify each of the Vendors separate from the ITB of such specification or description change and may require all bids to be in compliance with such modification. In the case of an error in the specifications or the descriptions, the District further reserves the right to cancel the ITB and rebid.

3.0 GENERAL INFORMATION:

- 3.1 All communications regarding this solicitation must be with Marki Dixon, the Director of Purchasing for RCPS.
- 3.2 All questions or requests for clarification must be sent to Marki Dixon at https://rockdaleschools.bonfirehub.com/opportunities/111631.
- 3.3 All addendums related to this solicitation will be posted on RCPS website at <u>Bid Opportunities Rockdale County Public Schools (rockdaleschools.org)</u> It is the contractor's responsibility to check the website for any addendums, responses to contractors' questions, or other communications related to this solicitation.
- 3.4 Vendor is not required to submit proof of insurance with proposal but must submit within five (5) business days after receiving a letter of intent. The insurance requirements are included in section 6 of the General Terms and Conditions.
- 3.5 The ACORD certificate of insurance must list Rockdale County Public Schools as the additional insured.
- 3.6 Vendor agrees to and shall extend all of the same pricing, terms and conditions quoted to Rockdale County Public Schools (RCPS), to all RCPS authorized non-traditional schools and Departments.
- 3.7 Due to the large number of Vendors listed in certain commodity categories, not all Vendors will necessarily be sent an ITB each time one is issued. Invitations for Bid issued by the District are advertised on the District's internet-site http://portal.rockdale.k12.ga.us/about/fs/ps/bids/Pages/default.aspx. It is the vendor's responsibility to check the RCPS Bid Opportunities website for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

4.0 PRICES QUOTED

5.1 For Goods: Bid pricing must include any and all delivery charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

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

6.0 SAMPLES

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

7.0 <u>VENDOR'S EVIDENCE OF RESPONSIBILITY</u>

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

5.0 GENERAL TERMS AND CONDITIONS

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

The District shall evaluate proposals in accordance with the evaluation criteria set forth in this Request for Proposal (ITB). Subsequent to the opening of the sealed proposals, discussion may be conducted

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

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

 https://www.rockdaleschools.org/departments/financial services/purchasing/bid opportunities.
 Thus, Bidders are advised to view this site regularly for a listing of ITBs.
- 5.7 All Addenda will be posted on the District's website (noted above). Bidders are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive. Addenda will be e-mailed to all potential Bidders who requested a copy of the ITB. The District will not be bound by oral responses to inquiries or written responses other than addenda.

6.0 Insurance Requirements

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

Workers Compensation Insurance Certificate:
 A certificate from insurance company showing a policy of Worker's Compensation Insurance in any amount which fully complies with the statutory requirements of the State of Georgia and which

includes \$1,000,000 employer's liability or a certificate from Georgia Workmen's Compensation Board showing Contractor as being an approved self-insured.

• Commercial General Liability and Property Damage Insurance Certificate:

A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$1,000,000/2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. Personal Injury, including death – minimum limits of \$1,000,000 for each person and \$2,000,000 for each accident. Property Damage - minimum limits of \$1,000,000 for each accident and \$2,000,000 for aggregate of operations (annual).

• Business Automobile Insurance:

A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

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

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

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

7.0 ADDITIONAL GENERAL TERMS AND CONDITIONS

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

7.1 DEBARMENT AND SUSPENSION VERIFICATION

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

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

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

8.0 <u>VENDOR REQUIREMENTS</u>

- 8.1 Vendor must be primarily engaged in the business of proving sports utility vehicles (SUV's).
- 8.2. Vendor must have proven experience in providing the service specified in this solicitation.
- 8.3. Vendor must have adequate equipment, qualified personnel and the financial ability to provide the services specified in this proposal.
- 8.4. The Rockdale County Board of Education desires that the Rockdale County Public Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any RCPS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than \$50.00), which must be disclosed to the immediate supervisor and the Department of Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted. (Refer to Policy GAG and GAJB).
- 8.5. All contractors and vendors desiring to do business with the RCPS and/or to participate on RCPS contracts shall be required to comply with Board policy GAG, Staff Conflict of Interest. All vendors and contractors doing business with the RCPS shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.
- 8.6. Vendors shall not contact RCPS Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal, request for qualifications or invitation for bid is formally under development and a recommendation is made by the administration to the Board; if applicable. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

9.0 SUBMISSION REQUIREMENTS

- 9.1 Proposals shall be submitted online via the following link: https://rockdaleschools.bonfirehub.com/opportunities/111631.
- 9.2 The following *required documents* must be submitted with your proposal:
- 1. Non-Submittal Response Form
- 2. Offeror affirmation form (required for valid submission)
- 3. Contractor information form (required for valid submission)
- 4. Bidder's Exceptions
- 5. Offeror reference form (required for valid submission)

- 6. Joint venture affidavit (check the appropriate box on the form)
- 7. Primary vendor / subcontractor utilization (check the appropriate box on the form)
- 8. Promise of non-discrimination (required for valid submission)
- 9. Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)
- 10. Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
- 11. Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
- 12. Affidavit of Exception, if applicable
- 13. Local Preference Form
- 14. Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)
- 15. Copy of local or state business license or permit.
- 16. Signature page to RCPS contract
- 17. Appendix E Certificate of Non-Collusion
- 18. Anti-Collusion Affidavit
- 19. Civil Right Assurance
- 20. Sport Utility Vehicle (Chevrolet Tahoe) SUV Tab Pricing (Excel File) Please attach.
- 9.3 Proposals cannot be withdrawn after they have been submitted unless contractor makes a request in writing to the Director of Purchasing prior to the time set for receiving bids, or unless the Director of Purchasing fails to accept or reject the bids within one hundred and twenty (120) days after the date fixed for receiving said proposals.
- 9.4. Proposals which contain irregularities of any kind and/or do not comply fully with requirements stated in the solicitation documents may be rejected at the discretion of the Purchasing Manager. RCPS shall not be liable for any costs associated or incurred by contractor in conjunction with preparation of solicitation responses.
- 9.5. RCPS reserves the right to waive any minor informality or error in the solicitation or contractors' proposal which will not adversely affect competition.
- 9.6. By submitting a response, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service and is in all respects fair and without collusion or fraud; that collusive pricing is understood to be a violation of state and federal law and can result in fines, prison sentences and civil damage awards. It is further agreed that contractor agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of RCPS and that the person signing this bid is duly authorized to bid on behalf of the contractor.
- 9.7. Failure to provide a submission with correct information listed may result in rejection of the proposal. If further information is required to demonstrate responsibility such as providing copies of licenses or permits (other than those mentioned, certificates, etc., the contractor will be notified, in writing and given five (5) days from notification to supply such information.

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

10.0 AWARD

- 10.1 Please be advised that it is the policy of the Rockdale County Public Schools that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the contractor.
- 10.2 This contract shall be for one (1) base term (of one year or less). The contract will be conditional upon the contractor's ability to comply with requirements set forth in the solicitation documents.
- 10.3 RCPS has selected as its owner's representative, Director of the Transportation Department. Supervision of the contract will be performed by the owner's representative or his/her designee.
- 10.4 Contractor shall not provide goods or services until a purchase order has been issued by RCPS's Purchasing Department. The Purchase Order will be used as our binding agreement. No contract is necessary.
- 10.5 The original and one (1) copy of itemized invoices must be submitted to:

Rockdale County Public Schools

Attn: Accounts Payable Department

P. O. Box 1199

Conyers, Georgia 30012

- 10.6 Invoices must include the RCPS purchase order number and the "ship to" location where the goods and/or services were delivered that do not include this information will be returned to the vendor.
 - 10.6.1 Separate invoices are required for each purchase order.
 - 10.6.2 The accounts payable department may be contacted at (770) 860-4256.
- 10.7 Vendor Payment

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

- 10.7.1 Automated Clearing House (ACH)
- 10.7.2 Check
- 10.8 At the end of each contract term, the awarded vendor may request a price re- determination. Price re-determination requests must be submitted to the Purchasing Department Contract Administrator ninety (90) days prior to the contract term expiration date accompanied by justification of price re- determination. RCPS may, at its discretion:
 - 10.8.1 Accept the proposed price re-determination.
 - 10.8.2 Reject the proposed price re-determination.
 - 10.8.3 Suggest an alternative price re-determination.
- 10.9 If RCPS rejects a proposed price re-determination the awarded vendor may:
 - 10.9.1 Continue with the existing pricing.
 - 10.9.2 Suggest an alternative price re-determination.
 - 10.9.3 End the contract.

- 10.10 RCPS reserves the right to reject all proposals when such action is in the best interest of the district.
- 10.11 Awards will be posted on the RCPS website at: https://www.rockdaleschools.org/departments/financial_services/purchasing/bid_opportunities
- 10.12 RCPS reserve the right to award this contract to **one** or multiple vendors.
- 10.13 Prices will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (ITB) will be evaluated based upon criteria formulated around best value, which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply services or commodities. A contract will be awarded to the lowest responsive and responsible Bidder whose proposal meets the requirements, specifications and contract terms contained in the ITB.
- 10.14 Proposals must include any and all delivery charges, unless otherwise stated. Delivery will be as specified under Shipping.
- 10.15 All prices are to be FOB destination; as specified in the Special Terms and Conditions.
- 10.16 Time of delivery is part of the bid and must be adhered to. Delivery times in excess of ten (10) business days are not favored and may not be accepted. If it is impossible to meet the delivery specified in the bid, Vendor shall state the best delivery possible in the space provided on the Bid Request. Time shall be stated in days and days shall mean "calendar days".
- 10.17 If the items have not been delivered by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items and/or any other pending purchase orders from the same Vendor and/or permanently remove the Vendor from the District's Vendor list.

11.0 CONTRACT

- 11.1 By submitting a response to this solicitation, the contractor affirms that it has read and will accept all provisions of the contract as written and attached to this solicitation. Contractor also understands that these provisions are non-negotiable and that the contract is not legally binding upon the parties until executed by RCPS and contractor. The contractor must sign and submit the contract signature page with the response to the solicitation. By doing so, the contractor acknowledges that it accepts the provisions of the RCPS contract as written.
- 11.2 Should the General Terms and Conditions be in conflict with the Special Terms and Conditions, the Special Terms and Conditions will prevail.
- 11.3 The Purchase Order will be used as our binding agreement. No contract is necessary.

APPENDIX E CERTIFICATE OF NON-COLLUSION

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

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

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

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

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

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Signing.	
Date:	
Company Address:	
Fax Number:	
Email Address:	

Due: November 6, 2023, @ 11:00 a.m.

ANTI-COLLUSION AFFIDAVIT

STATE OF:
COUNTY/CITY OF:
of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.
Signed
Subscribed and sworn before me this day of, 20
Notary Public (or Clerk or Judge)
My commission expires:

Due: November 6, 2023, @ 11:00 a.m.

Exhibit 1 NON-SUBMITTAL RESPONSE FORM

ITB Name: Sport Utility Vehicle (Chevrolet Tahoe) SUV

ITB Number: 2024-0010

NOTE TO VENDOR:

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

Please	complete and fax this form to: (770) 918	-6171					
Please	indicate your reason for responding with	a "non-submittal":					
	Unable to meet the requirements for this solicitation.						
	Unable to provide the goods or services	specified in this solicitation.					
	Unable to meet time frame established for start and or completion of project.						
	Received too late to submit a bid.	Received on:					
	Please remove our company's name from	m receiving similar type solicita	tions.				
Other (Please explain):						
	sponse will be reviewed and placed in the ining changes necessary to increase parti	•					
compar	y name						
Compar	ny address						
(Compai) ny telephone number	(<u>)</u> Company fax number					
Primary	company contact e-mail address						
Authoriz	zed company official signature	- Title					

OFFEROR AFFIRMATION FORM

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

Company Name	e:	
ITB Name:	Sport Utility Vehicle (Chevrolet Tahoe) SU	V
ITB Number:	2024-0010	
	2024-0010 and any addendum(s) issued, the un	ety, Sport Utility Vehicle (Chevrolet Tahoe) SUV dersigned proposes to satisfy all requirements in
 He/she is No char The proforth in The offer one hun The offer 	this document, eror will accept any awards made to it as a result of dred and twenty (120) calendar days following the eror will accept the terms and conditions set forth	r in accordance with any terms and conditions set of the proposal submitted herein for a minimum of e date of submission, in the contract template attached hereto.
	of Purchasing within five (5) days of the request,	ward, the undersigned agrees to furnish and deliver a certificate of insurance indicating the coverages
	be established which will set forth the terms of t ven effect in all respects according to the laws of t	this agreement. The contract shall be interpreted, the State of Georgia.
or contract, have continue the emp	e not discriminated in the employment, in any woloyment of any person or persons on account of the entation, age, or disability.	aterials, equipment or services covered by this bid way, against any person or persons, or refused to eir race, color, sex, religion, national origin, marital
respectivity suc	mitted,	
Company Name		
Address		
Authorized Offic	zial Name	Signature
Title		Date
()	()
Business Telepho	one Number	Fax
E-mail Address		
The full names a of the company a		ted in the foregoing Request for Bids as principals
The legal name of	of the bidder is:	

Due: November 6, 2023, @ 11:00 a.m.

ITB 2024–0010 Sport Utility Vehicle SUV

CONTRACTOR INFORMATION FORM

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

ITB Name:	Sport Utility Vehicle	e (SUV) (Chevr	olet Tahoe)		
ITB Number:	2024-0010				
Full Company Legal Nan	ne:				
Street Address:					
City, State, Zip Code:					
Contact Name for Solici Telephone: ()	tation:		Title:		
Telephone: ()	Fax: ()	E-mail:		
Contact Name for Contr Telephone: ()	act:		Title:		
Telephone: ()	Fax: ())	E-mail:		
Contact Name for Purch	ase Order's:		Title:		
Telephone: ()	Fax: ()	E-mail:		
e-mail address or fax nu E-mail Company Web Site:) of Incorpora	ation:
Taxpayer ID Number: _			Duns #	# :	
Check one of the follow Company Name: Address:					Division of: - -
(1.) Does the company of Opportunity?				Yes 🗌	No 🗌
(2.) Has the company im Americans with Disability	•	e program in a	ccordance with the	Yes 🗌	No 🗌
(3.) Have any conditions that would cause it to b	or restrictions been pla		posal by the company	Yes 🗌	No 🗌
(4.) If recommended for (5.) Is the company curr local agency? If yes plea	award will company proently debarred from doi	ovide proof of i	h any federal, state or	Yes 🗌 Yes 🗌	No No
(6.) Has the company exnon-ability to perform?				Yes 🗌	No 🗌
(7.) Does the company a		•		Yes 🗌	No 🗌
(8.) Is the company regi	stered as a vendor with	Rockdale Count	y Public Schools?	Yes 🗌	No 🗌

Due: November 6, 2023, @ 11:00 a.m.

EXHIBIT 3

BIDDER'S EXCEPTIONS

Due: November 6, 2023, @ 11:00 a.m.

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

OFFEROR REFERENCE FORM

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

ITB Name: Sport Utility Vehicle (SUV) (Chevrolet Tahoe)

ITB Number: 2024-0010

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

References for:			(C	ompany Name)			
1. C			(C	отрану таше)			
1. Company:							
Address, City, State, Zip:	-						
Name/title of Contact Person:	-						
Геlephone:	()			_ Fax: ()	
E-mail:							
Provide the scope of work and	date of pro	ject:					
2. Company:							
Address, City, State, Zip:							
Name/title of Contact Person:							
Γelephone:	()			Fax: ()	
E-mail:							
Provide the scope of work and	date of pro	iect:					
	r	,					
3. Company:							
Address, City, State, Zip:	-						
Name/title of Contact Person:							
Γelephone:	()			_ Fax: ()	
E-mail:							
Provide the scope of work and	date of pro	ject:					

JOINT VENTURE AFFIDAVIT

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

Primary Vendor Name:	·		
If this will not be a join	t venture, check this be	ox:	
ITB Name:	Sport Utility Vehicle	e (Chevrolet Tahoe) SUV	
ITB Number: State of:	2024-0010		
County of: We, the undersigned, be		ling to law, upon our resp	pective oaths depose and say that:
		ies have entered into a journant for the above named	int venture for the purpose of solicitation:
	Joint Ve	nture Company "A"	
Company Name		Fede	ral ID No
Address:			
City:Check all that apply: Sole Proprietorship Partnership Corporation N/A, other		State:	Zip:
1 17/1, Other	<u>Joint Ve</u>	nture Company "B"	
Company Name		Fede	eral ID No
Address:			
City: Check all that apply: Sole Proprietorship Partnership Corporation N/A, other		State:	Zip:
			r respective signatures, have duly ent in the name of and on behalf

lf of such contractors for the purpose hereinbefore stated.

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

JOINT VENTURE AFFIDAVIT

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

The Joint Venture shall be known as:		
Principal Office Address:		
City:	State:	Zip:
Telephone: ()	Fax: ()

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

JOINT VENTURE AFFIDAVIT

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with the above captioned contract, we each do hereby authorize representatives of the RCPS, Department of Procurement Services, Office of Contract Administration, to examine, from time to time, the books, records and files to the extent that such relate to this RCPS solicitation.

We bind the contractors for whom we respectively execute this Joint Venture Statement in firm agreement with the RCPS, that each of the representations herein set forth is true.

Subscribed and sworn before	ore me		
this	day of		20
(A)			
(A) Name of Contractor/Comp	any A		
My commission expires:(L.S.)		By:	
Notary Public		Print Name	
Subscribed and sworn before	ore me		
this	day of		20
(B)			
Name of Contractor/Comp			
My commission expires:(L.S.)		By:	
Notary Public		Print Name	

$\frac{PRIMARY\ VENDOR\ /\ SUBCONTRACTOR\ UTILIZATION}{(This\ form\ must\ be\ completed\ and\ returned\ with\ your\ response)}$

ITB Name: ITB Number:	Sport V 2024-0	Utility Vehicle (Chevrolet Tab 0010	noe) SUV			
		ent be used check this box:				_
List all subcontrac	ctors to l	pe used during the performance of	this contrac	t. Subm	it additional forms if	needed.
						_
						_
						_
_))	_
•						_
						- -
						-
Company Name:						_
Street Address:						_
City, State, Zip:						_
Telephone:	()	Fax:	()	_
						-
						_
Services to be pro	ovided:					_
						_
						=
Company Name:						_
Street Address:						_
City, State, Zip:						-
Telephone:	()	Fax:	()	_
Primary Contact:						_
						_
Services to be pro	ovided:	-				_
						_

PROMISE OF NON-DISCRIMINATION

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

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

"Kno	w All Men by These Presents, that I/We,				
()
Autho	orized Company Representative Name(s)				
()
Autho	orized Company Representative Title(s)				
()
Name	e of Company				
	einafter "Company"), in consideration of the pr dale County Public School (hereinafter, "RCPS")				
(1)	No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated again on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or disabili in connection with any bid submitted to RCPS, or the performance of any contract resulting there from;			or disability	
(2)	That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies own and controlled by racial minorities, cultural minorities and females:				
(3)	That the promises of non-discrimination as made and set forth herein shall be continuing in nature a shall remain in full force and effect without interruption for so long as any contract between Company a RCPS remains in force and effect;				
(4)	That the promises of non-discrimination as n made a part of, and incorporated by reference may hereafter obtain with RCPS; and				
defau contra	That the failure of this company to satisfactors and set forth herein shall constitute a material bruilt and to exercise any and all applicable rights a act, termination of the contract, suspension and and/or forfeiture of compensation due and	each of contract entit nd remedies includir nd debarment from	ling the RC ng but not li future cor	PS to declare the imited to cancella	contract in ation of the
Solici	itation Name		Solici	itation Number	
Autho	orized Company Representative Name	Authorized	Company	Representative	Signature
Date					

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

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

Federal Work Authorization User Identifica	ntion Number			
Date of Authorization				
Name of Contractor				
Name of Project				
Rockdale County Public Schools				
Name of Public Entity				
I hereby declare under penalty of perjury the Executed on				
in	(city),		_(state).	
Signature of Authorized Officer or Agent				
Printed Name and Title of authorized Office	er or Agent			
Subscribed and Sworn Before Me On This The Day Of		,	20	
Notary Public				
notary rudiic				
My Commission Expires:				

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with
Federal Work Authorization User Identification Number
Date of Authorization
Name of Contractor
Name of Project
Rockdale County Public Schools Name of Public Entity
I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on
in(city),(state).
Signature of Authorized Officer or Agent
Printed Name and Title of authorized Officer or Agent Subscribed and Sworn Before Me On This The Day Of, 20
Notary Public
My Commission Expires:

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

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance				
O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is				
in the physical performance of services under a contract for(name				
subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)				
(name of contractor) on behalf of Rockdale County Public Sci	nools has			
registered with, is authorized to use and uses the federal work authorization program common	ly known			
as E-Verify, or any subsequent replacement program, in accordance with the applicable	•			
and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-sub-				
will continue to use the federal work authorization program throughout the contract perio				
undersigned sub- subcontractor will contract for the physical performance of services in sa				
of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractors who present an affidavit to the sub-subcontractors.				
the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor sha				
at the time of such contract, this affidavit to (name of subcon	tractor or			
sub-subcontractor with whom such sub-subcontractor has privity of contract). Addition	•			
undersigned sub-subcontractor will forward notice of the receipt of any affidavit from				
subcontractor to (name of subcontractor or sub-subcontractor with w				
sub-subcontractor has privity of contract). Sub- subcontractor hereby attests that its fed	eral work			
authorization user identification number and date of authorization are as follows:				
Federal Work Authorization User Identification Number				
Date of Authorization				
N. CO.				
Name of Contractor				
Name of Project				
Tunio di Hoject				
Rockdale County Public Schools				
Name of Public Entity				
I hereby declare under penalty of perjury that the foregoing is true and correct.				
Executed on				
, 20				
in (city), (state).				
C'and and C A day's 1 Officers Asset				
Signature of Authorized Officer or Agent				
D. 1. 1. 1. 1. 1. 0. 00				
Printed Name and Title of authorized Officer or Agent				
Subscribed and Sworn Before Me				
On This The, 20				
Notary Public				
My Commission Expires:				

Affidavit of Exception

I attest that I am exempt from providing an A pursuant to O.C.G.A. § 13-10-91, as amended				Public Schools
I am a sole proprietor with no e not use employees, subcontractors or sub-cont Schools.				
*In order to be exempt from compliance a you must provide a copy of your State of G (Please see	Georgia driver's	license.		
http://www.georgia.gov/vgn/images/portal/mmigration_status_7_26_11.pdf for a list submitted in lieu of a Georgia driver's licer	of driver's lice	/173461453 enses from a	<u>Lists_of_states_t</u> alternative state	<u>hat_verify_i</u> s that can be
My company/firm will render s services will not be rendered in the State of G		dale County	y Public Schools;	however, the
My company/firm will only proverender any physical services to Rockdale Court			nty Public Schoo	ls and will not
My company/firm will render s company/firm has ten (10) or fewer full-time		kdale Count	y Public Schools	, however my
Vendor Name:				
Name of Project:				
I hereby declare under penalty of perjury that	the foregoing is	s true and co	orrect.	
Executed on		_, 20	_	
in	(city),		(state).	
Signature of Authorized Officer or Agent				
Printed Name and Title of authorized Officer	or Agent			
Subscribed and Sworn Before Me On This The Day Of			20	
Notary Public				
My Commission Expires:				

Local Preference

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

Local Area

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

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

Certification

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

Procedures for local preference

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

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

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

Company Name:		
Company Qualifies for Local Preference:	Yes 🗌	No 🗌
Occupational Tax Registration Certificate issued	d by:	
County:	or City:	

 $\underline{SOLICITATION~CHECKLIST}_{\mbox{(This form must be completed and returned with your response)}}$

ITB Name:	Sport Utility Vehicle (Chevrolet Tahoe) SUV
ITB Number:	2024-0010
1. Nor 2. Off 3. Cor 4. Bid 5. Off 6. Join 7. Prin 8. Pro	items must be completed and submitted online with your response. n-Submittal Response Form feror affirmation form (required for valid submission) intractor information form (required for valid submission) ider's Exceptions feror reference form (required for valid submission) int venture affidavit (check the appropriate box on the form) mary vendor / subcontractor utilization (check the appropriate box on the form) mise of non-discrimination (required for valid submission) intractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)
10. Sub 11. Sub 12. Aff 13. Loc 14. Occ 15. Cop 16. App 17. Ant 18. Civ	ocontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable. o-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable didavit of Exception, if applicable all Preference Form cupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference) by of local or state business license or permit. Sendix E Certificate of Non-Collusion di-Collusion Affidavit affidavit (Chevrolet Tahoe) Bid Form / Price Proposal Form Please attach.
How d	id you hear about this solicitation? RCPS Website Georgia Procurement Registry Other (please list)
Company Name	
Signature of Aut	horized Company Representative Date