



# POLK SCHOOL DISTRICT

April 22, 2022

Polk School District is accepting quotes for eight hundred and forty (840) cases of duplicating paper according to the specifications listed below. Duplicating Paper will be ordered throughout the 2022-2023 school year and we are asking that the quote price be locked in for future orders through June 30, 2023.

Please include a specification sheet by the manufacturer to identify the items specified. Delivery dates must be determined at least 24 hours prior to the delivery taking place from 8:00 am – 2:00 pm Monday through Friday.

Color: White

Size: 8 1/2 X 11

Weight: 20 lbs.

Brightness: Minimum 92

Please mail quote to:

Polk School District

Attention: Jeff Little

612 south College Street

Cedartown, GA 30125

The deadline for submitting a bid is June 2, 2022 at 2:00 p.m.

Sincerely,

Jeff Little

Polk School District

POLK SCHOOL DISTRICT  
Board of Education

**INVITATION FOR BID**  
**COPY PAPER**

Issued on: 4/21/2022  
Final Date for Written Questions: 5/17/2022  
Bid Due Date: 6 / 2 / 2 0 2 2

In accordance with Federal Law this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability.

**TABLE OF CONTENTS**

DEFINITIONS.....3

SECTION 1 - TRANSMITTAL PAGE .....5

SECTION 2 - STANDARD TERMS AND CONDITIONS.....9

SECTION 3 - SPECIAL TERMS AND CONDITIONS.....13

SECTION 4 - ATTACHMENTS.....23

    ATTACHMENT A - CONTRACT SIGNATURE PAGE.....

    ATTACHMENT C - VENDOR BID FORM.....

    ATTACHMENT D - LOBBYING CERTIFICATE AND DISCLOSURE

## DEFINITIONS

**Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.

**Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.

**Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

**Contractor** - The provider of the goods and/ or services under the Contract.

**Contract Documents** - Consist of the Agreement between Polk School District and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

**Damaged Item**- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

**Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

**Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

**Purchase Unit** - The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

**Solicitation** - A document used by Polk School District to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the offers or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

## SECTION 1 TRANSMITTAL PAGE

Polk School District Board of Education is requesting sealed bids for Copy Paper. Bids are due by June 2, 2022. Bids will be opened on June 2, 2022 at 2:00 pm.

Bids shall be mailed or delivered to Polk School District Board of Education, 612 South College Street; Cedartown, Ga. 30125. Bids must be enclosed in a sealed envelope and marked Copy Paper Bid.

Questions regarding this Invitation for Bid shall be directed to Jeff Little [jjlittle@polk.k12.ga.us](mailto:jjlittle@polk.k12.ga.us) or 770-684-5975.

### I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver copy paper to Polk School District Board of Education through sealed bids.
- b) Polk School District is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) Polk School District reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of Polk School District.

### II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2022 and terminate June 30, 2023.
- b) **Extension Option** - The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

### III. BID SUBMISSION PROCEDURES

*Polk School District 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 IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by Polk School District.*

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“Copy Paper Products.”**
- b) Bids must be received by Polk School District no later than (June 2, 2022 at 2:00 pm).
- c) Late bids shall not be accepted and Polk School District shall not be responsible for late receipt of bids. Bids must be mailed or delivered to Polk School District. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Polk School District Board of Education  
Attention: Jeff Little  
612 South College Street  
Cedartown, Georgia 30125

d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in Polk School District’s sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to Polk School District.

e) Polk School District has the right to waive any and all informalities.

**IV. BID OPENING DATE/TIME/PLACE**

Issue Date	April 21, 2022
Final Date for written questions	May 17, 2022
Deadline for submitting bids	June 2, 2022 at 2:00 pm

**V. AWARD DETERMINATION STATEMENT**

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of Polk School District Board of Education.
- c) Polk School District will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. Polk School District reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by Polk School District to the successful Bidder after bid selection.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and Polk School District

shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between Polk School District and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

**VI. SYSTEM CONTACT INFORMATION**

- a) This Invitation for Bid (IFB) is issued by Polk School District Board of Education, Maintenance Department. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Polk School District Board of Education  
Attention: Jeff Little  
612 South College Street  
Cedartown Georgia 30125

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. Polk School District will accept only written inquiries regarding this IFB until July 15, 2022 in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

**VII. VENDOR CONTACT INFORMATION**

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

## SECTION 2 STANDARD TERMS AND CONDITIONS

*This contract between Polk School District Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.*

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

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

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

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

### III. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) **Termination** -Polk School District School District Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by Polk School District for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or Polk School District defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

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

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

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



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

**VI. ENERGY POLICY AND CONSERVATION ACT STATEMENT**

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

**VII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)**

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

**VIII. CIVIL RIGHTS STATEMENT**

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

**IX. RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to Polk School District Board of Education throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

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

## **X. BID PROTEST PROCEDURES**

Protests: A protest shall comply with and be resolved according to (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- \_ The name, address, and telephone number of the protestor;
- \_ The signature of the protestor or an authorized representative of the protestor;
- \_ Identification of the purchasing agency and the solicitation or contract number;
- \_ A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- \_ The form of relief requested

Polk School District School District Board of Education shall in all instances disclose information regarding protests to State Agency.

## **XI. NON-COLLUSION STATEMENT**

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

## **XIII. CODE OF CONDUCT**

Per regulation 7CFR3016.36(3) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

## **XIV. DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be a grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

## **XV. EXCEPTIONS TO TERMS AND CONDITIONS**

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

### SECTION 3 SPECIAL TERMS AND CONDITIONS

**I. PROPRIETARY INFORMATION:** (Particularly applicable to purchase systems that require a vendor to include the cost paid for a product and where promotional allowances are offered)

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

**II. METHOD OF PAYMENT and PRICING INFORMATION**

- a) **Prices** - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties.
- b) **Price escalation language:**
  - Vendors may petition for increases in the invoice price once every three (3) months.
  - Vendors may petition for an increase based on an emergency created by unusual market conditions
  - Petitions for increases shall be received by the school district a minimum of 15 days prior to the effective date.
  - Petitions for increases shall be based on the cost of product only.
  - Approval or rejection of requested increases will be based on third party market bulletins.
  - Vendors may propose an alternate market research source. The school district will decide on the alternate source based on the experience of the firm, the market research methodology, and references provided by the market research firm.
  - If a petition for an increase is not covered by a third-party market bulletin, the school district may request that the vendor obtain new price quotes from several sources.
  - The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.
- b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- c) Prices will not include Federal Excise Tax or State Sales Tax.

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

f) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be mailed to:

Polk School District  
612 South College St.  
Cedartown, Georgia 30125

**III. METHOD OF SHIPMENT/DELIVERY**

a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.

b) All deliveries are to be F.O.B Destination to Office of School Nutrition; 2221 Old Cedartown Road, Cedartown, Georgia 30125

c) In an emergency situation in which Polk School District requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, Polk School District has the option to purchase those goods from another source with no penalty to either party.

d) Delivery schedules that fall on a holiday will be made the following business day.

**IV. EVALUATION FACTORS**

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At Polk School District's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in Polk School District's opinion, the best overall solution to meet Polk School District's specifications.

c) Polk School District reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of Polk School District.

**V. ADDITIONAL BID INSTRUCTIONS**

a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. Polk School District reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the Maintenance Department before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.

d) **Bid examination** -

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) **Rejection or Disqualification of bids** -

i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

ii) Polk School District reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of Polk School District's issuance of a written notice of such irregularities.

iii) Polk School District reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

iv) Issuance of this IFB in no way constitutes a commitment by Polk School District to award a contract. Polk School District reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of Polk

School District.

v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with Polk School District may be considered a non-responsible Bidder and their bid may be rejected. Polk School District reserves the right to exercise this option as is deemed proper and/or necessary.

vi) Polk School District reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of Polk School District.

**f) Offer Acceptance Period** - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

## **VI. ORDERING INFORMATION**

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable paper. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable paper will be made no later than the next delivery date.

b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

c) **Emergency orders** - In an emergency situation in which Polk School District requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, Polk School District has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as "estimated" and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will Polk School District be responsible for ordering/paying for the resulting difference.

## **VII. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

The contract between Polk School District and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

## **VIII. ASSIGNMENT**

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with Polk School District, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by Polk School District.

**IX. INDEMNIFICATION**

**Indemnification:** The contractor shall defend, indemnify and hold harmless the school district from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor is responsible. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the school district or its employees.

**X. TIME OF PERFORMANCE**

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on June 14, 2022.
- b) The Contractor must comply with the time of performance.

**XI. FORCE MAJEURE**

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

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

**XIII. Pre-bid conference:** If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. An offered should raise any questions it may have about the solicitation or the procurement at that time. An offered may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

**XIV. Severability:** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

**XV. Waiver and rejection rights:** Notwithstanding any other provisions of the solicitation, the school district reserves the right to :

- \_ Waive any immaterial defect or informality;
- \_ Reject any and all offers or portions thereof; or
- \_ Cancel a solicitation.

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



**ATTACHMENT A**  
**CONTRACT SIGNATURE PAGE**

This agreement is dated as of \_\_\_\_\_ by and between Polk School District Board of Education and \_\_\_\_\_ hereinafter called CONTRACTOR.

Polk School District and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

**ARTICLE 1. PRODUCTS**

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver copy paper to Polk School District's schools.

**ARTICLE 2. CONTRACT TIME**

The paper deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

**ARTICLE 3. CONTRACT PRICE**

Polk School District shall pay CONTRACTOR for delivery of paper products in accordance with CONTRACTOR'S bid, which is attached hereto. Polk School District shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

**ARTICLE 4. INVOICE PROCEDURES**

Invoices for payment with appropriate supporting documents shall be sent to the following address:  
Polk School District  
612 South College Street  
Cedartown, Georgia 30125

**ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce Polk School District to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between Polk School District and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Paper Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Polk School District and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Polk School District and CONTRACTOR.

This Agreement will be effective June 14, 2022

<u>Polk School District</u>	Board of Education
_____	Signature of Board member or designee
_____	Name of Board member or designee
_____	Date
_____	Vendor Company Name
_____	Signature of Company Representative
_____	Name of Company Representative
_____	Date

# ATTACHMENT C VENDOR BID FORM

**Notice to Bidders:**

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with Polk School District on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: Polk School District Board of Education  
612 South College Street  
Cedartown, Ga 30125

This Bid is submitted on this date: \_\_\_\_\_

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

*Communications and questions regarding this bid are to be directed to:*

Contact Name/Title: Jeff Little  
Contact Telephone: 770-684-5975  
Contact Email: jjlittle@polk.k12.ga.us

**Receipt of Addenda:**

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 \_\_\_\_\_ Date \_\_\_\_\_  
Addendum 2 \_\_\_\_\_ Date \_\_\_\_\_

**Checklist for Bidder:**

The following documents are attached to and made part of the Bid (check all that apply):

- Lobbying Certificate
- Vendor Bid Form
- Contract Signature Page

**Bid Pricing:**

Unless items are specifically excluded in the Bid, Polk School District shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

**Total Bid Price: \$** \_\_\_\_\_

**Authorized Signature of Bidder:** (This bid form must be signed by an individual with actual authority to bind the company.)  
\_\_\_\_\_

Company Type (check one):  Sole Proprietorship  Partnership  Corporation  Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB for Paper Products and that this Bid response is submitted in accordance with the IFB requirements.

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

Federal ID#1: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature\*\*: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Witness's Signature\*\*: \_\_\_\_\_

Witness's Name: \_\_\_\_\_

Witness's Title: \_\_\_\_\_

**\*\*For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a Copy of the appropriate authorization, if required, may result in rejection of the bid.**

**ATTACHMENT D - LOBBYING FORM & DISCLOSURE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**

---

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

---

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

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

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

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

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

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

---

Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date