



Muscogee County School District  
Columbus, Georgia

Aileen Arrighi, CPPB  
Purchasing Manager

December 8, 2023

**INVITATION TO BID (ITB)**

**Bid Number: 24-013**

**Bid Name: Purchase of a Direct-to-Film Wide-Format Printer**

The Muscogee County School District (MCSD) is soliciting sealed bids for the purchase of a direct-to-film wide-format printer for the Department of Print, Graphics, and Mail of the Muscogee County School District. Bid terms, conditions, specifications, and price quote sheets are contained herein.

**BID DUE DATE/TIME:** January 5, 2024 at 1:00 P.M. (Eastern Standard Time)

**THE DISTRICT OFFICES WILL BE CLOSED FROM 12/21/2023 THROUGH 01/03/2024 FOR THE CHRISTMAS HOLIDAY.**

**RETURN BID VIA:** Bids are to be delivered via Standard or Priority Mail to include all required documents on the bid checklist.

All sealed bids must be mailed or hand-delivered to:

Muscogee County School District  
Attn: Purchasing Department  
Bid #24-013 – Purchase of a Direct-to-Film Wide-Format Printer  
2960 Macon Road, Room 3003  
Columbus, GA 31906

Direct all questions concerning this ITB to:

Aileen Arrighi, CPPB  
Purchasing Manager  
(706) 748-2352  
[arrighi.aileen@muscogee.k12.ga.us](mailto:arrighi.aileen@muscogee.k12.ga.us)

Purchasing Department  
2960 Macon Road (31906) • P.O. Box 2427 • Columbus, Georgia 31902-2427  
Phone (706) 748-2352 • FAX (478) 223-0199  
E-Mail: [arrighi.aileen@muscogee.K12.ga.us](mailto:arrighi.aileen@muscogee.K12.ga.us)

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## BID CHECKLIST

This standardized checklist has been provided to assist the vendor with the submission of their Bid package. This checklist cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Bid document to ensure that they comply. Bids may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind.

- ☐ Bid Signature and Certification Form – all information completed and signed
- ☐ Federal Work Authorization Contractor Affidavit (if awarded)
- ☐ Federal Work Authorization SubContractor Affidavit (if awarded)
- ☐ Debarred, Suspended, and Ineligible Status – signed and/or information completed
- ☐ Exceptions or Deviations to Specifications – signed and/or information completed
- ☐ Disclosure of Subcontractors and Subconsultants – signed and/or information completed
- ☐ Reference Request Form – list three (3) references of similar size and scope
- ☐ Quote Form – signed
- ☐ W-9 – completed and signed (if not a District registered vendor)
- ☐ Copy of Business License
- ☐ Copy of Required/Applicable Licenses or Certifications per Specifications
- ☐ **Product Specifications, Literature, and Warranty Information**

## Muscogee County School District –Terms and Conditions

### 1. GENERAL

- A. It is the purpose and intent of this Invitation to Bid (ITB) to secure the purchase of a direct-to-film wide-format printer for the Department of Print, Graphics, and Mail as listed herein for the Muscogee County School District (MCSD or the Board).
- B. The undersigned agrees to quote only on the items that can be delivered to the Muscogee County School District following the terms and conditions outlined in this bid document.
- C. The laws of the State of Georgia shall prevail concerning all purchases and services under this ITB and subsequent contract(s). Venue shall be in the court of competent jurisdiction in Columbus, Muscogee County, Georgia. Several Georgia statutes proscribe jurisdiction and venue for different types of cases that involve state agencies. Any provision that requires legal action that would require travel by MCSD employees likely violates the Constitutional provisions noted above.
- D. The undersigned agrees to abide by all Muscogee County School District Board policies to be found at <https://simbli.eboardsolutions.com/index.aspx?s=4121>.
- E. **SPECIFICATIONS:**
  - a. Direct-to-Film printer
  - b. CMYK with white (and clear if the option is available)
  - c. 24” roll-fed
  - d. Powder/shaker curing system, can bid a printer without the curing system if not offered
  - e. Vendors must include the following information with their bid response:
    - Product specifications, literature, and warranty information
    - Type of training
    - Installation details
    - Ability to print on other direct-to-film substrates such as glitter, foil, etc.
    - Software used to operate printer system
    - Contents of the initial purchase (i.e. ink, film, powder, etc.)

### 2. QUOTATIONS

- A. Muscogee County School District reserves the right to:
  - 1. Waive formalities and technicalities in any quotation.
  - 2. Reject any and/or all quotations wherein its judgment will be in the best interest of the school district.
  - 3. Accept the quotation that in its judgment will be in the best interest of the school district.
  - 4. Purchase from any source, in part or whole, any desired supplies, equipment, or services.
  - 5. At its option, award on individual items/services or a lump sum basis.
  - 6. Award this bid to the vendor who in the school district’s opinion is most responsive and responsible, and will perform in the best interest of the school district.
- B. Price alone will not be the determining factor in the award of this bid.
- C. Bids shall be firm for at least 60 days after bid opening.
- D. The vendor may give quotations on any one or more items and may offer alternates where indicated. No substitutes will be accepted once the order is placed.

### 3. PRICES      **Bid prices should include the cost of the entire turn-key installation.** Bid prices should also include the cost of instruction manuals, training, and warranty.

The District is exempt from state sales tax. Bid prices shall exclude Federal or State taxes that can be eliminated in sales to public school systems in the State of Georgia.

### 4. TRADE NAME      Suppliers are required to indicate the brand name and model of merchandise quoted. Brand names and models listed in the specifications are used as a standard of quality and are not meant to limit competition.

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5. NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT  
Except as may be specifically permitted, vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than vendor personnel to perform any of the work and/or provide any of the services required of vendor under this contract, or assign any of its rights or obligations hereunder, without the prior written consent of the Muscogee County School District, which consent may be withheld by the Muscogee County School District in its sole discretion.
6. CONTRACT PERIOD        This is a one-time purchase.
7. RESPONSE, INTERPRETATION, AND COMMUNICATION
  - A. The response shall be on the bid forms provided only.
  - B. Bids received after the stated due date and time will not be accepted.
  - C. If you do not wish to bid, respond with "No Bid" and give a reason for this response.
  - D. If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents or knows of an error, submit a request for interpretation to the Director of Purchasing and Supply Management at 706-748-2349.
  - E. Communication about this active bid should not be made with any employee of the MCSD except the Buyer or the Director of Purchasing and Supply Management.
  - F. Procedures for formal protests of bids are available at [www.muscogee.k12.ga.us](http://www.muscogee.k12.ga.us) > Vendors > Additional Information.
  - G. Any addenda will be posted to [www.muscogee.k12.ga.us](http://www.muscogee.k12.ga.us).
8. MARKING    Merchandise in full cases shall have an identification marking on the outside of the case. Each case, shipping container, etc. shall be marked with the Purchase Order Number supplied by the school district.
9. DELIVERY    Delivery of all materials from this quotation shall be FOB destination to the address specified on the purchase order. Delivery shall be made within the vendor's quoted days after receipt of the order. Any item(s) not delivered within the time limit may be canceled by the school district at no expense to the same.
10. ORDERS        Each job or delivery shall be initiated by a purchase order specifying the location and the work to be performed. **No work or delivery should be performed without an authorized purchase order number.**
11. INSPECTION All articles shall be subject to inspection after arrival at the destination. If any item is found to be defective or otherwise not conforming to the specifications, the school district shall have the right to reject the product and return it at the sellers' expense.
12. SAFETY        Material Safety Data Sheets shall be provided for all applicable items.
13. PAYMENT       The payment terms for the District are Net 30. Payment shall be approved upon receipt, inspection, and acceptance of the materials at the destination and receipt of proper itemized invoices. The District has determined issuing payments electronically is the preferred method of payment. The District reserves the right to remit payments using an electronic method in lieu of issuing a check at no additional cost to the District. Payment of interest / late fees is prohibited by the gratuities clause of the Georgia constitution. Similarly, MCSD cannot enter into an agreement that requires it to pay attorney's fees or goods/services not priced in the contract or authorizes the payment of unknown/unspecified cost increases that cannot be calculated.
14. BID RECAP    A bid summary shall be sent to all participating vendors.
15. EQUAL OPPORTUNITY POLICY Vendors shall abide by the school district's non-discrimination policy (DJED). The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is

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the further policy of the Board to ensure equal opportunity for minority-owned businesses and minority professionals concerning all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

16. Bond Requirements. A bond is not required for this bid.
17. FACILITIES The vendor shall be responsible and liable for damage to the storage, building, and grounds areas if the vendor's employees or agents cause damage during the time of service.
18. CERTIFICATION REGARDING NON-COLLUSION The undersigned hereby certifies that the price(s) and amounts of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit complementary or other non-competitive bids. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract. The bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
19. CERTIFICATION REGARDING DEBARMENT The undersigned hereby certifies and swears that neither this vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
20. CERTIFICATION REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006 The undersigned hereby certifies that the bidder and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-91.
21. INSURANCE The successful bidder shall supply to the school district proof of insurance for automobiles, workers' compensation, and general liability. The awarded contractor shall furnish to MCSD a current Certificate of Insurance. Insurance certificates will be reviewed by the MCSD Department of Risk Management. MCSD is a member of an interlocal risk management agency, the Georgia School Board Association (GSBA). GSBA Risk Management Services (RMS) offers protection through its group-self-insurance plans for workers' compensation, property, and liability risks. Provisions mandating the MCSD to purchase insurance, increase policy limits, or name the vendor or other third party as an additional insured party cannot be included in contracts with the MCSD. **Muscogee County School District must be shown as Additional Insured with respect to liability.** Attach a copy of the policy "Additional Insured" endorsement or state on the certificate that the policy has been specifically endorsed to provide coverage, including Defense Cost Coverage for Muscogee County School District as an Additional Insured. Professional Liability is excluded.

A. COMPREHENSIVE GENERAL LIABILITY

Standard 1986 ISO (Insurance Services Office) Occurrence Form

Bodily Injury	- \$1,000,000 Each Occurrence
	- \$2,000,000 per location Aggregate
Property Damage	- \$1,000,000 Each Occurrence
	- \$2,000,000 Aggregate

**Or**

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Bodily Injury/Property Damage - \$2,000,000 CSL (Combined Single Limit) Each Occurrence/  
per location Aggregate

- Endorsement affirmatively adding sexual molestation/sexual abuse and/or harassment required.

A. COMPREHENSIVE AUTOMOBILE LIABILITY

Including Owned, Non-Owned, and Hired Vehicles

Bodily Injury/Property Damage - \$1,000,000 CSL per Accident

B. WORKERS' COMPENSATION

Georgia Statutory Coverage

Employer's Liability:

- \$500,000 Each Accident
- \$500,000 Disease Policy Limit
- \$500,000 Disease Each Employee

C. UMBRELLA/EXCESS

\$5,000,000 limit of liability for each occurrence and aggregate with any lesser amount approved  
in advance in writing by the MSCD Risk Management Department

D. PROFESSIONAL LIABILITY (if appropriate)

\$1,000,000 per person

Claims Made Form must have a minimum of a 30-Day Extended Reporting Period. If not being  
provided, please confirm in writing in advance to MSCD Risk Management Department why it is  
not applicable to provide

22. INDEMNIFICATION / HOLD HARMLESS CLAUSE: The MSCD cannot enter into an agreement whereby it agrees to indemnify or hold harmless a vendor or other third party. This language typically looks like "agrees to hold harmless from any liability, personal injury, or property damage arising out of the performance..." There are three legal principles that come into play here. First, indemnification provisions have been held by Georgia courts to be an unauthorized attempt to waive the State's sovereign immunity. An opinion of the Georgia Attorney General (AG) counsels that an unauthorized attempt to waive sovereign immunity through an indemnification agreement in a contract would be ultra vires and void. 1980 Op. Atty. Gen. 80-67. The Georgia Supreme Court has held that an indemnification clause is invalid where the governmental entity didn't have express statutory authority to waive its sovereign immunity. CSX Transp., Inc. v. City of Garden City, 588 S.E.2d 688 (Ga. 2003). Second, an indemnification violates Georgia's Constitutional ban on gratuities. The Georgia Constitution does not allow any donation or gratuity or the forgiving of any debt owed to the public. Ga. Const. Art. III, s VI, Para VI (a). The Georgia AG has issued an opinion expressly stating that indemnification provisions are gratuitous undertakings in violation of the gratuities clause. 1980 Op. Atty. Gen. 80-67. Third, the Georgia Constitution does not allow the credit of the state to be pledged or loaned to any individual, company, corporation, or association. Ga. Const. Art. VII s IV Para VIII. The AG has opined that the constitutional debt restriction does not allow any state agency from contractually agreeing to any indemnification or "hold harmless" clause. See 1980 Op., supra. An indemnification is open-ended in nature because, at the time of contracting, neither party knows if nor when it will be triggered. As such, it violates the debt restriction.

23. FORCE MAJEURE If the Muscogee County School District, in its reasonable discretion, determines that the Force Majeure event is likely to delay the Contractor's performance for more than thirty (30) days, the Muscogee County School District reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the

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Muscogee County School District's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

24. **EXCEPTIONS** To take exception to a provision of this Invitation to Bid, the Bidder must clearly identify the **BID EXCEPTION** when submitting the bid.

25. **CONFIDENTIALITY:**

MCSD and its student records are subject to the terms of The Family Educational Rights and Privacy Act (34 CFR § 99.33). If the vendor becomes privy to certain personally identifiable student information ("Student Information"), the vendor agrees to abide by the limitations on re-disclosure of any such Student Information, which constitutes an education record as defined in FERPA (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a) (2) states that the officers, employees, and agents of a party that receive education record information from the MCSD may use the information, but only for the purposes for which the disclosure was made.

The parties acknowledge that such Student Information includes any paper and electronic Student Information as may be supplied by MCSD, as well as any data provided by MCSD's students to the vendor. The vendor agrees to hold any Student Information in strict confidence. The vendor shall not use or disclose any Student Information received from or on behalf of MCSD (or its students) except as permitted or required by the Sales Agreement, as required by law, or as otherwise authorized in writing by MCSD. The vendor agrees not to use any Student Information for any purpose other than the purpose for which the disclosure was made.

Upon termination, cancellation, expiration, or other conclusions of the Sales Agreement, the vendor shall return all education records or, if the return is not feasible, destroy any and all Student Information. If the vendor destroys the Student Information, the vendor shall provide MCSD with a certificate confirming the date of the destruction of the data.

If MCSD reasonably determines in good faith that the vendor has materially breached any of its obligations under this agreement, MCSD, in its sole discretion, shall have the right to require the vendor to submit to a plan of monitoring and reporting; provide the vendor with a fifteen (15) day period to cure the breach, or terminate the Sales Agreement immediately if the cure is not possible. Before exercising any of these options, MCSD shall provide written notice to the vendor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the vendor improperly disclosed personally identifiable information obtained from MCSD's education records, MCSD may not allow the vendor access to education records for at least five years.

The vendor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Student Information received from, or on behalf of MCSD or its students. These measures will be extended by contract to all affiliates and subsidiaries of the vendor.

The vendor shall, within one day of discovery, report to MCSD any use or disclosure of Student Information not authorized by this agreement or in writing by MCSD. The vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, and (iv) what the vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the vendor has taken or shall take to prevent future similar unauthorized use or disclosure. The vendor shall provide such other information, including a written report, as reasonably requested by MCSD.

The vendor shall defend and hold MCSD harmless from all claims, liabilities, damages, or judgments involving a third party, including MCSD's costs and attorney fees, which arise as a result of the vendor's failure to meet any of its obligations under this agreement.

26. **OPEN RECORDS ACT:** MCSD is subject to Georgia's Open Records Act at OCGA s 50-18-70, et. seq. This law allows individuals to view MCSD records [whether maintained electronically or through paper] and/or make copies unless the records are specifically exempted by the law. The law does contain

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specific language addressing valid trade secrets but requires specific action from the vendor to ensure confidentiality.

You are hereby notified by MCSD that it is the submitting party's obligation to indicate whether any of the information submitted to MCSD constitutes a "trade secret" as defined by law and if so, what specific information constitutes a "trade secret." The Georgia Open Records Act, as amended in April 2012, requires that any "trade secret" information be designated as such at the time it is provided to a governmental agency. The Act further indicates that a failure to make such a designation may result in a waiver of the right to subsequently claim that such information is confidential or otherwise protected from public disclosure.

OCGA 50-18-72 (a) (34). Specifically, OCGA 50-18-72 (a) (34) states in material part:

"(a) Public disclosure shall not be required for records that are:

(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not, in fact, constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in a superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in a superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;"

27. COMPLIANCE WITH LAWS The successful proposer shall procure all permits, bonds, and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the proposal price. The successful proposer shall, at all times, observe and comply with all Federal, State, City, and other laws, codes, ordinances, rules, and regulations in any manner affecting the conduct of the work.



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BID SIGNATURE AND CERTIFICATION (Bidder to sign and return with the bid)

We propose to furnish and deliver any and all of the goods and/or services named in our bid at the prices stated. It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Muscogee County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Muscogee County School District.

It is understood and agreed that we have read the specifications shown or referenced in the ITB and that this bid is made following the provisions of such specifications and all terms of conditions. Any exceptions are noted in writing and included with this bid. By our original signature, entered below, we guarantee and certify that all items included in this bid meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this bid shall be valid and held open for a period of sixty days from the bid opening date.

We certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the bidder. We certify that we have read the contract terms and conditions and do hereby agree with them as stated. We understand that a vendor that does not adhere to these terms and conditions shall be subject to removal from the Muscogee County School District bidder's list for a minimum of one year. I further certify that I am the owner or agent of the stated company and am empowered to contract.

SUBMITTED BY \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SCHEDULED DELIVERY DATE AFTER RECEIPT OF ORDER \_\_\_\_\_

PRICES ARE VALID THROUGH \_\_\_\_\_

DO YOU ACCEPT PURCHASING CARDS AS A METHOD OF PAYMENT? \_\_\_\_\_

DO YOU ACCEPT ELECTRONIC FUND TRANSFERS AS A METHOD OF PAYMENT? \_\_\_\_\_

DUN AND BRADSTREET (D&B) NUMBER \_\_\_\_\_

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**Muscogee County School District**  
**FEDERAL WORK AUTHORIZATION CONTRACTOR AFFIDAVIT**  
**Under O.C.G.A. § 13-10-91(b) (1)**

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 MUSCOGEE COUNTY SCHOOL DISTRICT 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 ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)**

\_\_\_\_\_  
**Date of Authorization**

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Project**

**MUSCOGEE COUNTY SCHOOL DISTRICT**  
**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.  
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 SIGNATURE**

My Commission Expires: \_\_\_\_\_

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**Muscogee County School District**  
**FEDERAL WORK AUTHORIZATION SUBCONTRACTOR AFFIDAVIT**  
**Under O.C.G.A. § 13-10-91(b) (1)**

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 \_\_\_\_\_ (**name of contractor**) on behalf of Muscogee County School District 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization user identification number are as follows:

\_\_\_\_\_  
**Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)**

\_\_\_\_\_  
**Date of Authorization**

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Project**

**MUSCOGEE COUNTY SCHOOL DISTRICT**  
**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.  
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 SIGNATURE**

My Commission Expires: \_\_\_\_\_

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**DEBARRED, SUSPENDED, AND INELIGIBLE STATUS**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The 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 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

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.

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Organization Name

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

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Signature(s)

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Date

## EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

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**DISCLOSURE OF SUBCONTRACTORS AND SUBCONSULTANTS**

**Note: Vendor must sign the appropriate statement below as applicable.**

- ( ) No Subcontractors or Subconsultants will be used in connection with the performance of this contract.

Firm: \_\_\_\_\_

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

-OR-

- ( ) All Subcontractors or Subconsultants to be used in connection with the performance of this contract are listed below. (Attach additional sheets as necessary.)

Firm: \_\_\_\_\_

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

**SUBCONTRACTORS AND SUBCONSULTANTS**

**Name of Firm or Agency:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

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**REFERENCE & SIMILAR PROJECTS FORM**

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

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**NO-BID RESPONSE**

**Muscogee County School District  
Statement of “No Bid”**

If you do not intend to submit a bid for this project, please complete and email this form before the date shown for receipt of bids to: Aileen Arrighi, Senior Buyer at [arrighi.aileen@muscogee.k12.ga.us](mailto:arrighi.aileen@muscogee.k12.ga.us).

We, the undersigned, have declined to submit a bid on the “Bid #23-014 Purchase of a Direct-to-Film Wide-Format Printer” for the following reasons:

\_\_\_\_\_ Specifications are too “tight”, i.e. geared toward one brand or manufacturer only  
(please explain reason below)

\_\_\_\_\_ Insufficient time to respond to the solicitation.

\_\_\_\_\_ We do not offer this product/service or equivalent.

\_\_\_\_\_ Our schedule would not permit us to perform to specifications.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Unable to meet insurance requirements.

\_\_\_\_\_ Specifications unclear (please explain below).

\_\_\_\_\_ Competition restricted by pre-approved owner standards.

\_\_\_\_\_ Other (please specify below).

Remarks:

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

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

Signature and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_



## SAMPLE AGREEMENT FOR SERVICES

**(Sample agreement only. MCSD reserves the right to alter this agreement based on final BID results and/or any negotiations with the proposed vendor)**

**THIS AGREEMENT FOR SERVICES** is entered into and effective as of the   X   day of XXXX, 20XX, by and between **MUSCOGEE COUNTY SCHOOL DISTRICT**, a body politic of the State of Georgia ("MCSD") and **XXXXXXXXXX**, duly authorized to conduct business in the State of Georgia ("CONTRACTOR").

WHEREAS, the Contractor shall provide (services to be provided) as detailed in Appendix A, if applicable, incorporated herein by reference, as such services are further described in Appendix A.

NOW, THEREFORE, in consideration of the mutual considerations as stated herein, MCSD and CONTRACTOR agree as follows:

1. **Discrimination is Prohibited:** MCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, status as a veteran, or disability or in any other manner prohibited by the laws of the United States or the State of Georgia in any of its employment practices, education programs, services or activities. Contractor agrees that it will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, sex, national origin, age, status as a veteran, or disability or in any other manner prohibited by the laws of the United States or the State of Georgia or the policies of the MCSD.
2. **Service Location:** The services identified in this Agreement will be provided at the location(s) indicated in this Agreement.
3. **Fees:** The MCSD shall pay the Contractor the amounts indicated in this Agreement according to the terms of this Agreement. As mandated by O.C.G.A. §20-2-506 (b) (3), the total and maximum obligation of MCSD for the calendar year of execution and all services rendered hereunder shall be: **(agreed price per bid documents and/or negotiations)**, invoiced as follows and subject to the Payment Terms outlined on the attached Appendix B: Fee Schedule.

MCSD shall not pay interest, penalty fees, late fees, conversion fees, or any sums intended as a penalty. If no services are performed under the terms of this agreement, MCSD shall be entitled to a return of money paid for months where no services were received or performed by the Contractor, prorated at the monthly rate of the contract.

MCSD reserves the right to adjust any payments it makes to accurately reflect any diminished level of services that have been or may be provided by you as a result of the mandated shutdowns or building closures caused by COVID-19 or other national health emergencies.

Any agency or company, including Contractor, who provides MCSD with additional part-time or full-time supplemental staff workers, whether the work is performed on MCSD property or remotely, shall reimburse MCSD for any payments or portions of payments MCSD makes to that agency or company if that agency or company also receives payments under the CARES Act, or FFCRA or similar federal or state financial relief measures attributable to those same individuals.

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MCSD hereby places Contractor on notice that MCSD will seek reimbursement from Contractor in the event Contractor also receives duplicate funds for the same services through the FFCRA and/or the CARES Act or similar federal or state financial relief measures.

4. **Term:** This Agreement shall terminate absolutely and without further obligation on the part of the MCSD at the close of the calendar year for which it was executed and at the close of each succeeding calendar year for which it may be renewed. This Agreement is subject to the provisions of O.C.G.A. § 20-2-506 and the terms of that statute are hereby expressly incorporated herein.

5. **Description of Services:** Contractor agrees to perform the services indicated in this Agreement and at Appendix A attached hereto, following the terms and conditions of this Agreement.

6. **Independent Contractor:** Neither Contractor nor any of its employees or agents shall be deemed to be employees or agents of the MCSD, it being understood at all times that Contractor is an independent contractor for all purposes and at all times and that Contractor shall have no right, power or authority to act or create any obligation, whether express or implied, on behalf of MCSD. Contractor shall, at its own and sole expense, comply with all federal, state, and local laws, rules, and regulations that are now or may in the future become applicable to Contractor, Contractor's business or Contractor's personnel engaged in the services covered by this Agreement including, but not limited to, the withholding and payment of all federal, state and local income and/or sales taxes, Social Security, unemployment, sickness, disability, workers' compensation, and other payroll taxes concerning its employees, including contributions from them when and as required by law. The Contractor shall provide all of the tools, materials, equipment, and other business items necessary to perform the Services. Contractor shall be solely responsible for paying, and shall pay, all of its own expenses, debts, accounts, obligations, liabilities, employees, taxes, and fees incurred by it in the performance of the Services hereunder.

7. **Teachers' Retirement System:** Contractor must identify individuals who are drawing retirement from the Georgia Teachers' Retirement System (TRS), and the Contractor is responsible for any and all penalties and interests that may be assessed by TRS; Contractor shall hold MCSD harmless from and against any claims related to TRS.

8. **Georgia Security and Immigration Compliance Act of 2006, as amended:** The Contractor shall certify that the Contractor and any subcontractors have registered with and are participating in a federal work authorization program as outlined in O.C.G.A. §13-10-91.

9. **Delay of Performance:** MCSD reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Agreement if the commencement of Contractor's engagement is unduly delayed due to the fault of Contractor and/or any of their agents and/or representatives.

10. **Insurance:** At all times during the Term of this Agreement, the Contractor, at its own expense, shall procure and maintain the types and minimum limits of insurance specified by the MCSD as outlined on the attached Appendix B: Insurance Requirements. Such insurance shall be provided by insurers authorized to do business in the State of Georgia and which have at least an A-(Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance and educational liability, shall be written on an "occurrence" basis and not a "claims-made" basis. The Contractor shall ensure that it names MCSD as an additional insured on its insurance policies and shall, concurrently with the execution of this Agreement, provide the MCSD with a Certificate of Insurance.

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Contractor, on behalf of itself and its insurance companies, hereby waives, to the extent of any recovery under any such insurance policies, any right of subrogation that either may have. The Contractor shall cause its respective insurance policies to contain endorsements evidencing such waivers of subrogation.

11. **Governing Law; Jurisdiction:** This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to any conflict of laws provisions, and the parties hereto irrevocably consent to the exclusive jurisdiction and venue of the appropriate Court in Muscogee County, Georgia, for any dispute arising out of this Agreement or related to the services provided hereunder.

12. **Entire Agreement:** This Agreement, together with the exhibits and documents attached hereto (if any), represents the entire agreement between the parties and supersedes and replaces all prior oral and written proposals, communications, and agreements concerning the subject matter hereof. This Agreement may only be amended in writing, and executed by the parties hereto. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any exhibits, then this Agreement shall control. Terms and conditions of any Request for Proposal connected to this Agreement are hereby incorporated by reference.

13. **Non-Assignment, Non-Sub-Contracting:** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by Contractor without the prior written consent of the MCSD, and any purported assignment shall be null and void. Substitutions are not permitted. The Contractor may not sub-contract without the prior written consent of the MCSD.

14. **Termination:** The MCSD may terminate the Agreement at any time and for any reason (or no reason), and without penalty, upon thirty (30) days written notice to Contractor. Further, and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling MCSD's obligations hereunder, the MCSD may terminate this Agreement. The MCSD and Contractor may terminate this Agreement at any time upon their mutual consent.

15. **Taxes:** The MCSD is a tax-exempt entity and shall not be liable for the payment of any taxes.

16. **Hold Harmless:** To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold the MCSD, the Muscogee County Board of Education, its board members, and employees harmless from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs, and expenses (including, but not limited to, attorneys' fees and costs), which arise or are in any way connected with the services contemplated by Contractor under this Agreement or the actions of Contractor's officers, employees, or agents.

17. **Compliance with MCSD Policies:** Contractor and any of its employees and agents shall, at all times during the term hereof and during the performance of services hereunder, comply with MCSD policies, procedures, regulations, and directives, as modified from time to time.

18. **Attorneys' Fees:** Should the MCSD be the prevailing party in any legal action with Contractor arising out of this Agreement or the services performed hereunder, then in such event, the MCSD shall be entitled to recover its reasonable attorneys' fees and costs from Contractor.

19. **Force Majeure:** Parties' obligations to perform shall be excused if rendered impossible as a result of serious illness, death, or injury, accident, fire, riot, pandemic, or other manifestation of civil disorder; an act, rule, or regulation of any public authority or Court of competent jurisdiction; and/or an act of God, or any other

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event completely beyond the reasonable control of either party. Either party may terminate this agreement with no further obligation or liability if a Force Majeure Event causes substantial interruption for a period of thirty (30) days or more.

20. **Sovereign Immunity:** MCSD is a state agency and may not waive its Sovereign Immunity or agree to indemnify or hold harmless another party. The only liability MCSD may incur is that which is expressly provided for by Georgia law and is not enlarged by this Agreement.

21. **Deposits, Fees, and Fines:** Contractor will not seek late fees, penalties, or interest, or any other fees or fines that constitute a gratuity. The Contractor will pay where its negligence causes damage to the property of MCSD. MCSD will not make any advance payments or deposits before the completion of services contracted for herein unless otherwise specified on the attached Appendix A.

22. **Payment Terms:** Contractor will seek payment thirty (30) days after invoice date; Contractor will provide invoices, with Purchase Order number identified via email to [accountspayable@muscogee.k12.ga.us](mailto:accountspayable@muscogee.k12.ga.us) or the MCSD Accounts Payable Department, Muscogee County School District, 2960 Macon Rd., Columbus, GA 31906. The Contractor may also be requested to provide a copy of the invoice to the Division of MCSD obtaining the services. The Contractor will register as a vendor via submission of a W-9 to the MCSD Division of Finance before beginning work.

23. **Disclosures:** Contractor will disclose to MCSD the existence of any actions, suits, proceedings, claims or disputes pending or, threatened or contemplated, at law, in equity, in arbitration or before any Governmental or Regulatory Agency, whether under current business name or designation or a prior business name or designation. Traffic and parking citations do not need to be disclosed. This disclosure will be made before any performance under the Agreement.

24. **Background Investigation:** MCSD requires a criminal background investigation of the Contractor's personnel that may provide services on MCSD property. The Contractor represents and warrants that it shall not assign personnel to any task under this Agreement if that individual's background check does not satisfy the current expectations and requirements of the MCSD Division of Human Resources. The Contractor further warrants that if an individual's status changes due to an arrest or any other legal action, the Contractor will immediately notify MCSD's Division of Human Resources to collaborate on the response. MCSD background check requirements include a criminal background check that includes fingerprinting. Final authority as to who may enter MCSD property rests with MCSD.

25. **Non-Collusion:** Contractor certifies that its proposal, bid, or offer is made without any prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal, bid or offer for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. The Contractor understands and acknowledges that collusive bidding is a violation of Federal and/or state law and can result in fines, prison sentences, and civil damage awards.

26. **MCSD Right to Remove:** MCSD reserves the right to immediately remove any individual from its premises; Contractor agrees that this provision applies to its employees and agents. The Contractor agrees to abide by the wishes of MCSD should the MCSD determine that any employee or agent of the Contractor should not work according to this Agreement. MCSD will be reasonable in the enforcement of this provision.

27. **Records, Information, and Data:**

a) **Retention** – Contractor shall retain all its internal books, records, and documents related to this Agreement following generally accepted accounting principles and procedures – which shall sufficiently and properly document and calculate all charges billed to the MCSD during the term of the Agreement – for a period of at least five (5) years following the date of final payment hereunder or the completion of any audit, whichever is later. Records to be maintained include both financial records and service records.

b) **Access** – Contractor shall permit MCSD to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located, during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records and, if an audit discloses incorrect billings or improprieties, the MCSD reserves the right to charge the Contractor for the cost of the audit and any other appropriate reimbursements.

c) **Confidentiality** – Contractor may have access to confidential information maintained by MCSD or access to MCSD computers, hardware, software programs and/or information technology infrastructure or hard copy data or records, where such access is needed to carry out Contractor's duties; Contractor shall presume all information received is confidential unless otherwise designated by the MCSD. Access shall be terminated at the sole discretion of the MCSD. The Contractor shall notify the MCSD immediately if it suspects abuse or misuse of such access. No confidential information shall be disseminated except as authorized by law and with the prior written consent of the MCSD, either during the period of the Agreement or at any time thereafter. Any information supplied to the Contractor shall be considered the property of the MCSD. The Contractor must return any and all data collected, maintained, created, or used, in whatever form it is maintained, within a reasonable time from the request of the MCSD. The Contractor shall take commercially reasonable measures to protect the security of confidential information both during the Agreement and thereafter. The Contractor shall immediately notify MCSD where it has reasonable cause to believe there has been an unauthorized disclosure of confidential information, whether intentional or accidental. The Contractor shall notify MCSD prior to or immediately upon termination or resignation of an employee or agent of Contractor that has or has had access to MCSD software platforms or data so that MCSD may terminate that individual's ability to access MCSD software or data.

d) **Applicable Laws** – Contractor shall maintain any information obtained from MCSD in strict confidence, and specifically, in accordance with all federal and state laws that may apply, including but not limited to the federal Family Education Rights and Privacy Act of 1974, 20 U.S.C. s 1232(g) and 5 U.S.C. s 522(a). To the extent a request is made pursuant to any federal Freedom of Information or state Open Records Act laws, the Contractor shall immediately notify MCSD and shall respond as directed by MCSD.

e) **Warranties** – Contract warrants that the workmanship hereunder shall be free from defects for one (1) year from the date of installation or from completion of the services hereunder, whichever is later. The Contractor will also extend to MCSD the benefits of any warranty the Contractor has received from the manufacturer, the procurement of such warranties being the duty of the Contractor.

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THE PARTIES HERETO have affixed their hand and seal as of the date first written above.

**MUSCOGEE COUNTY SCHOOL DISTRICT (MCSD)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. David Lewis, Superintendent of the Board of Education

XXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

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**QUOTE SHEET**

**ITB: Purchase of a Direct-to-Film Wide-Format Printer**

DESCRIPTION	TOTAL PRICE
Direct-to-Film Wide-Format Printer Per Specifications. Indicate if it includes the clear option.	\$
Installation Charges	\$
<b>TOTAL</b>	<b>\$</b>
Additional Charges if Applicable. Explain Below:	\$

**COMPANY NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_