



# COBB COUNTY SCHOOL DISTRICT

*PROCUREMENT SERVICES DEPARTMENT*

**October 1, 2009**

TO ALL BIDDERS:

The Bidders are instructed to read carefully all Terms, Conditions, and Specifications in the Invitation For Bid. Forms must be completed in their entirety.

All bids accepted must be sealed with the envelopes marked with your company name and **“Bid 10-07, Concession Stand with Restrooms for Allatoona High School.”** For mailing purposes, please address your bid to CCSD, Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152. **Attn: Chris McSpadden, 770-426-3524.**

Bids may be hand delivered to the Procurement Services Department at 6975 Cobb International Blvd., Kennesaw, Georgia 30152, where the bid opening will be held on **October 15, 2009 at 3:00 p.m. Eastern Time.** Please allow ample time for delivery of mail by the postal service. Bids received late will not be considered.

**A pre-bid meeting will be held at 10:00 AM on Thursday, October 8, 2009 at Allatoona High School, 3300 Dallas-Acworth Hwy., Acworth, GA 30101.** Vendors are encouraged to attend and must check in at the Front Office to be directed to meeting location.

The Cobb County School District (CCSD) reserves the right to accept or reject any or all bids and to waive any formalities.

Your interest and participation are solicited and appreciated.

Sincerely,

Alisa Morningstar, CPPO  
Director of Procurement Services

Encls:

1. General Terms and Conditions-pgs. 2-18
2. Special Terms and Conditions-pgs. 19-23
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4. Contract Agreement-pg. 25
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6. Bid Form-pg. 29
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**1.0 PREPARATION OF BIDS**

- 1.1** Bids must be on forms furnished with this Invitation for Bid and completed in their entirety. They must be submitted in a sealed envelope marked with your company name and “**Bid 10-07, Concession Stand for Allatoona High School**” clearly marked on the outside of the envelope.
- 1.2** Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation for Bid. Responses must be either typed or written in ink. Any correction made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by CCSD. Each bidder is required to furnish all information requested in the Invitation for Bid.
- 1.3** Due to the large number of vendors listed in certain categories of the CCSD vendor’s list, not all vendors will necessarily be sent an Invitation for Bid each time one is issued. Invitations for Bid issued by the CCSD are advertised on Cobb County TV 23 and 24 and CCSD web site [www.cobbk12.org](http://www.cobbk12.org). Vendors are advised to view TV 23 or 24 and the CCSD web site frequently for a listing of Invitations for Bid. To view on the Internet, go to the CCSD web site; at the bottom is a list of “VENDOR RESOURCES”, click on “**Current Solicitations**”.
- 1.4** The CCSD Procurement Services Department’s Purchasing Regulations are hereby acknowledged, understood and agreed to by the parties and are hereby fully incorporated into the Invitation For Bid and the resulting Bid Contract. Refer to the CCSD Procurement Services web site:  
<http://www.cobb.k12.ga.us/centraloffice/Purchasing/index.htm>, for the complete Purchasing Regulations.
- 1.5** Each bidder is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and CCSD policies and/or regulations pertaining to CCSD procurement.

**2.0 COMMUNICATIONS WITH CCSD STAFF**

- 2.1** All communications concerning this Invitation For Bid must be submitted in writing to the CCSD Procurement Services Department. Email to **chris.mcspadden@cobbk12.org** is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Procurement Services Department, will be binding upon CCSD. User departments may be called upon for clarification in

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their area of expertise at the discretion of the Procurement Services Department. Questions must be received by **3:00 PM on October 8, 2009**. **Answers will be posted to the CCSD Current Solicitations website by October 9, 2009.**

- 2.2** From the issue date of this Invitation For Bid until the completion of the selection process and the award notification is announced, all vendor communication must be authorized by the Procurement Services Department including but not limited to communications with school system employees and/or contracted agents related to this Invitation For Bid. Violation of this provision may result in rejection of the bidder's response.
- 2.3** It is the vendor's responsibility to check the CCSD Current Solicitations website for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period. Following receipt of vendor responses to a solicitation, it is the vendor's responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that CCSD receives said information prior to the deadline(s) indicated. In the event clarifications or additional information is provided via email or fax, a signed, original hard copy of this information should be submitted to the Procurement Services Department no later than the next business day after the information's due date. The hard copy will serve as the legal document; it must match the fax/email copy.

**3.0** **AUTHORITY**

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

**4.0** **SUBMISSION OF BIDS**

- 4.1** The **original and one (1) copy of the Bid** must be received at the Cobb County School District, Attention: Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152 no later than the date and time (determined by the date/time stamp of the CCSD Procurement Services Department) set forth in the "Invitation For Bid". The bids will be publicly opened and read at the time and place set forth in the Invitation For Bid.
- 4.2** Any bid received after the designated time will be deemed late and will not be considered by the CCSD. **If bids are faxed or emailed, an original hard copy**

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**of your response must be received by the Procurement Services Department no later than the next business day after the bid opening date. The hard copy will serve as the legal document; it must match the fax/email copy.** The CCSD Fax Number is (770) 426-3371. The use of fax bids is discouraged and every effort should be made by the bidder to deliver the hard copy of the bid prior to the designated date and time.

**5.0 SPECIFICATIONS**

- 5.1** For Goods: Manufacturers listed as “Model Equivalence” in the Invitation For Bid, are to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The CCSD will be the sole determiner as to whether the substituted item is of equal or better specification.
- 5.2** Any deviation from the specifications must be clearly identified on the appropriate bid form(s). If the bidder wishes to provide additional detail regarding the deviations in an accompanying letter, it should be noted on the appropriate bid form(s). The furnishing of cuts, catalogs or printed descriptions will not relieve the bidder of this requirement. CCSD shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Invitation For Bid. If CCSD determines that the modifications or deviations from the specifications are not in compliance, the bid may be rejected.
- 5.3** A vendor’s failure to deliver any items/services according to specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the vendor’s list. If any items do not meet these specifications, the items will be picked up at vendor’s expense and removed from the premises of the CCSD at the sole cost of the vendor.
- 5.4** If there is an error in the description or specifications contained in the Invitation For Bid, CCSD reserves the right to notify each of the bidders separately from the Invitation For Bid of such specification or description change and may require all bids to be in compliance with such modification. In the case of an error in the specifications or the descriptions, CCSD further reserves the right to cancel the Invitation For Bid and rebid.
- 5.5** If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in the awarded vendor’s bid submission as well as current industry standards. Replacement units must be made available

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to CCSD for review and approval prior to the end of life of the awarded model. CCSD reserves the right to accept or reject the replacement item.

**6.0 PRICES QUOTED**

- 6.1 Unless specifically consented to in writing by CCSD, prices must remain firm for a period of one year from the award date, or for any renewal period, under the same terms and conditions of the Invitation For Bid. The CCSD reserves the option to renew any Invitation For Bid at its sole discretion.
- 6.2 Quantities/amounts shown on the Invitation For Bid are estimates. Bidders are advised that the actual number purchased/required may vary from those on the Invitation For Bid, depending upon the needs of the CCSD and the availability of funds.
- 6.3 Bids that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- 6.4 Pricing must be submitted on Bid Form as requested without conditions unless called for in Special Terms & Conditions.
- 6.5 For Goods: Bid pricing must include any and all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- 6.6 Prompt payment discounts will be considered for the purposes of bid evaluation and award.

**7.0 SAMPLES**

- 7.1 When required, samples must be furnished at the vendor's expense and at no cost to CCSD.
- 7.2 Samples are to be tagged or labeled as directed in the Special Terms and Conditions.
- 7.3 Samples not used or destroyed in testing will be available for return to the bidder at bidder's request and at bidder's expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions; samples will become the property of CCSD.

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7.4 CCSD will assume no responsibility for items lost or destroyed when being inspected or tested.

**8.0 BIDDER'S EVIDENCE OF RESPONSIBILITY**

8.1 The CCSD reserves the right to require a financial statement and/or Dun and Bradstreet rating from any bidder who submits a bid. The vendor must submit a current financial statement and/or Dun and Bradstreet rating within 48 hours after notification of such requirement.

8.2 The attached Vendor Reference Sheet and Vendor Questionnaire are to be completed and returned as indicated in the Invitation For Bid.

**9.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY**

Vendor acknowledges that some material and information which may come into its possession or knowledge in connection with the Invitation For Bid, or the performance hereof, may consist of confidential and private information of CCSD, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Vendor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this contract, and not to release or disclose any information to any other party except as may be required by law. Vendor hereby expressly agrees to immediately remove any subcontractor or any of Vendor's employees from performing any work in connection with this contract upon CCSD giving notice to Vendor that CCSD reasonably believes such person has failed to meet the confidentiality obligations or standards of this contract. Any employee or subcontractor so removed shall be replaced as provided under the staffing requirements of this contract.

Confidential information is educational records, proprietary information, a trade secret, copyrighted material, or documents otherwise not subject to disclosure or use, as defined under O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 USC §1232 (g), 45 C.F.R. § 741.6(c)(3), 45 C.F.R. §84.14(d) and 20 U.S.C. §§ 1400-1491. Vendor acknowledges that confidential information includes, but is not limited to, employee data, educational records, information relating to health records, physician and provider notes, medical bills, claims and other written information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Notwithstanding the foregoing, this agreement is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

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**10.0 AWARDS**

- 10.1** The CCSD reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject all bids submitted or waive any minor irregularity. The CCSD reserves the right to award the bid under the most beneficial economic terms for the CCSD.
- 10.2** The CCSD reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof.
- 10.3** In case of tie bid, the award will be made as follows:
- 10.3.1** The bid will be awarded to the in-county vendor.
  - 10.3.2** The bid will be awarded to the in-state vendor.
  - 10.3.3** If applicable, the bid will be awarded to the goods made in Georgia.
  - 10.3.4** The bid will be awarded to the vendor with the lesser total dollar volume.
  - 10.3.5** If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.
- 10.4** Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation For Bid, and who is clearly capable of delivering the product or services specified. The lowest responsible bidder will not, therefore, always be the bidder who has submitted the lowest monetary bid. Award of bids will be made in the best interest of CCSD.
- 10.5** The CCSD reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation For Bid. If the CCSD is unable to negotiate an acceptable price, it reserves the right to rebid the item(s)/service(s) involved.
- 10.6** The CCSD reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the District.
- 10.7** Purchases by the CCSD are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.

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- 10.8** Awards will be posted on the CCSD web site at [Awarded Bids/RFP's/Quotes](http://www.cobb.k12.ga.us/centraloffice/Purchasing/index.htm) on the Procurement Services web page:  
<http://www.cobb.k12.ga.us/centraloffice/Purchasing/index.htm>
- 10.9** If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the CCSD.

**11.0** **CONTRACT**

- 11.1** The contract agreement and Georgia Security and Immigration Compliance Documents must be completed by the bidder and returned with the bid.
- 11.2** **Entirety of Contract** – All CCSD accepted documents submitted in response to the Invitation For Bid, including any attachments and appendices are incorporated into the contract between CCSD and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. CCSD's award letter is expressly incorporated into the contract between the vendor and CCSD. If any language of the Bid Response by the Vendor conflicts with language of the Invitation For Bid, the language of the Invitation For Bid shall govern and control for all purposes, unless consented to and agreed to by CCSD in writing.
- 11.3** If the Vendor has additional terms and conditions, including but not limited to a Vendor drafted contract or purchase order, that it is proposing, then the Vendor must disclose and submit those terms and conditions in writing for evaluation by the CCSD with its initial bid response. If the vendor objects to any term or condition in this solicitation, then any such objection shall be clearly indicated in writing. If any of the vendor's proposed contract terms conflicts with any of CCSD's terms and conditions, then each and every term proposed by the vendor that is conflicting must be clearly identified separate from the contract in writing. CCSD is not under any obligation to consider any terms or conditions proposed by the vendor that are not included with the vendor's initial response and not disclosed in the manner as set forth in this paragraph. Further, unless expressly agreed to in writing by the CCSD, then CCSD will not be bound by any terms and conditions in any vendor contract, packaging, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in the CCSD solicitation, the CCSD purchase order related to this solicitation or contract.

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**11.4** Time is of the essence in this Contract.

**11.5 Choice of Law and Venue** – The Laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any term or provision of this contract be governed by UCITA, as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Cobb County, Georgia, with respect to any state action, and the Northern District of Georgia in Atlanta, Georgia, with respect to any federal action. Vendor agrees to pay for CCSD's costs, including any attorney's fees and expenses of litigation, incurred in any litigation should CCSD be a prevailing party. CCSD shall be considered to be a prevailing party if the vendor's lawsuit against CCSD is dismissed at anytime for any reason, including a dismissal without prejudice, or if CCSD receives a jury verdict in its favor or an appellate decision in its favor.

**11.6** Whether or not a dispute arises, under no event will the CCSD be liable to any vendor for any of the costs incurred by such vendor in responding to this Invitation For Bid.

**12.0 SHIPPING**

**12.1** All prices are to include delivery to the location(s) specified in the Invitation For Bid or the Purchase Order. All delivery for goods must be FOB Destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the CCSD.

**12.2** If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by CCSD, CCSD reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the CCSD vendor list. If delivery of goods or services is not complete within the time specified, CCSD may, without liability and in addition to any other rights or remedies, terminate the agreement, by notice effective when received, as to goods or services not yet delivered or rendered. CCSD may purchase substitute goods or services elsewhere and charge vendor for any additional expense incurred.

**13.0 INVOICING**

**13.1** Payment will be made by the CCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection

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and approval by the CCSD authorized representative. Acceptance of any part of the Order shall not bind CCSD to accept any future shipments nor deprive it of any right to return goods already accepted.

- 13.2** The successful vendor will be required to supply an original and one copy of each invoice. All invoices must reference the purchase order to which they pertain.
- 13.3** Prompt payment discounts offered for payment up to thirty (30) days will be taken.
- 13.4** No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the CCSD authorized representative.
- 13.5** All invoices and/or financial correspondence should be directed to:  
Financial Services Division  
Cobb County School District  
P.O. Box 1288  
Marietta, Georgia 30061  
Attn: Disbursement Services

**14.0** COMPLIANCE

Final inspection of all products/services for acceptance or rejection will be made by CCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by CCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

**15.0** RIGHTS AND REMEDIES

- 15.1** As permitted by law, in lieu of canceling the purchase order, the CCSD may levy a charge if the successful bidder fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the CCSD as a result of the vendor's failure to deliver the item(s) as required.

CCSD does not waive any of its rights under contract law. Vendor acknowledges and agrees that if the vendor breaches this agreement, then CCSD may cover such goods by contracting to purchase goods in substitution for those due from the seller. CCSD may recover from the vendor as damages the difference between the

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cost of cover and the contract price together with any incidental or consequential damages. Failure of the CCSD to effect cover does not bar it from any other remedy. In such circumstances that CCSD is not able to cover or chooses not to cover the goods purchased under this solicitation, then the vendor acknowledges and agrees that CCSD can recover the difference between the market price of the goods at the time CCSD learned of the breach and the contract price of the goods, including any incidental and consequential damages. If CCSD has accepted non-conforming goods purchased under this solicitation, then vendor acknowledges and agrees that CCSD can recover the value of the goods promised by the vendor and the value of the non-confirming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to CCSD under Georgia law. Vendor acknowledges and agrees that CCSD is owed its reasonable attorney's fees and costs incurred with the exercise of its rights in connection with the foregoing remedies.

Partial completion on a purchase order will not exempt a vendor from this charge. CCSD further has the right after assessing such charge, after the continuing failure of the vendor to complete, to terminate the purchase order.

**15.2 Warranty and Support Requirements**

The CCSD is not waiving, amending, or abridging any warranty rights /contractual rights provided to the CCSD under state or federal law. The CCSD is not bound by any terms or conditions in any vendor's contract, packaging, invoices, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in addition to CCSD's contractual rights as provided under state or federal law.

In addition to the foregoing warranty and contractual rights of the CCSD, the Vendor further warrants and agrees as follows:

**15.2.1** Any goods purchased under this contract will be defect free in materials and workmanship and be of the quality, size and dimensions ordered. The packaging, packing, marking, and shipping of such goods will conform with the requirements of this Invitation For Bid and as set forth in vendor's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by CCSD.

**15.2.2** For Goods: Upon request by CCSD, the Vendor further agrees to immediately correct, without charge to CCSD, any defects in the goods, which develop during the life of the warranty after acceptance and payment by CCSD. Vendor further agrees to indemnify CCSD against damages of any sort resulting from faulty workmanship or materials by Vendor while

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performing any warranty or guaranty work hereunder (or by any third party performing such work for and on behalf of Vendor). Any goods or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph .

**15.2.3** For Goods: Vendor is fully aware of CCSD's business requirements and intended uses of the products and warrants that the products shall be fit for such intended uses.

**15.2.4** CCSD shall give written notice to the Vendor of any breach of warranties in paragraph and such notice shall contain information concerning the deficiencies found, the location of the nonconforming goods, and the quantity involved, including CCSD's notification of the remedy for the non-conforming or defective good.

**15.3** **Termination**

If the CCSD or the successful vendor(s) wish to cancel this bid, written notice thirty (30) days in advance will be required of either party. CCSD reserves the right to terminate the contractual relationship with Vendor at any time without cause and without penalty on 30 days' written notice to Vendor. CCSD shall pay vendor for the work performed prior to the date of notice of termination. Vendor shall not be paid for any work performed or incurred after the receipt of the notice of termination nor for costs incurred by vendor's suppliers that vendor could have avoided. In addition, CCSD may terminate the contract with Vendor in the event Vendor breaches any of its duties and obligations under this contract and Vendor fails to cure such breach within thirty (30) days after receiving notice from CCSD specifying the breach.

CCSD shall have no liability to Vendor based on any such termination except to pay all amounts due Vendor up to the date of termination for the product, work and services specifically delivered to CCSD and in accordance with the compensations provisions of the Invitation For Bid. Vendor shall promptly deliver to CCSD all work, whether or not completed, and all property of CCSD, including any Proprietary information, trade secrets or Student Information as provided herein, which is in Vendor's possession on the termination date, including a final report to be prepared by Vendor describing results of the work up to the date of termination. In lieu of returning such property or information, Vendor may be directed by CCSD to destroy such property or information, in the sole discretion of CCSD. Vendor shall be responsible, with the assistance of CCSD, for removing any of Vendor's property, or any other third-party property,

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at any site of CCSD within ten (10) business days after the date of termination; provided, however, that Vendor shall ensure that CCSD has the necessary and applicable rights to use that property that CCSD identifies to Vendor in its discretion, and for which it has paid under this contract, after the termination of the contractual relationship between Vendor and CCSD.

- 15.4** The rights and remedies of CCSD as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 15.5** To terminate the agreement pursuant to O.C.G.A. § 20-2-506, CCSD must give notice to the vendor at least thirty (30) days prior to the end of each calendar year during the term of this Agreement.

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 CCSD's obligations hereunder, CCSD may terminate this Agreement by providing thirty (30) days written notice of termination to the vendor. Notice of termination shall include a certification by CCSD of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by CCSD not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the vendor before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the vendor or the date this Agreement expires on its own terms, whichever first occurs. CCSD shall be obligated for payments to the vendor through the date of termination.

**16.0 NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT.**

Except as may be specifically permitted by the Invitation For Bid, 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

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written consent of CCSD, which consent may be withheld by CCSD in its sole discretion.

No subcontract, which Vendor enters into with respect to the performance of work and/or provision of Services under this Contract, shall in any way relieve Vendor of any responsibility for any performance or obligation required of it by this Contract. Vendor hereby accepts responsibility for ensuring that **all** subcontractors who perform any of the Services under this Contract also comply with the terms and conditions of this Contract; and Vendor expressly agrees to indemnify and hold harmless CCSD from any and all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Vendor shall give CCSD immediate notice in writing by registered or certified mail of any claim, action or suit filed against Vendor by any subcontractor, and prompt notice of any claim made against Vendor or any subcontractor, which may result in litigation, related in any way to this Contract.

Vendor must notify CCSD of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). CCSD reserves the right to require that a subcontractor be removed from the bid.

**17.0 TAXES**

Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract. Vendor makes no representation whatsoever regarding any tax liability of Vendor, nor regarding any exemption from tax liability related to this Contract.

**18.0 SURVIVAL OF REPRESENTATIONS**

The provisions, representations and warranties contained in this contract shall survive the delivery of all components procured hereunder and the payment of fees therefore and any termination of this contract in accordance with their respective terms and conditions.

**19.0 RELATIONSHIP OF PARTIES**

This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The Vendor shall be deemed to be an independent contractor, and the employees and agents of the Vendor shall not be deemed to be the employees or agents of CCSD. CCSD is not responsible for the payment of any taxes, insurance or benefits on behalf of the firm's employees.

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**20.0 SEVERABILITY**

Any section, subsection, paragraph, term, condition, provision or other part of this contract which is held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate or otherwise change any section, subsection, paragraph, term, condition, provision or other term of this Contract shall not affect any other section, subsection, paragraph, term, condition, provision or part of the contract, and the remainder of this contract shall continue to be of full force and effect.

**21.0 WAIVERS**

The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to future performance of such obligations and other obligations under this contract.

**22.0 PUBLICITY**

Vendor shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without express written prior consent of CCSD. As used in this section, the term “publicity” includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs and similar public information.

**23.0 VENDOR EMPLOYEES ON CCSD PROPERTY**

All Vendor employees and agents working on CCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Vendor shall provide and institute necessary security measures to prevent **unauthorized** access to any and all computer networks and Proprietary Information, trade secrets or Student Information of CCSD by any of its employees or agents, and Vendor shall be liable and responsible to CCSD for any and all security breaches by its employees or agents.

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**24.0 AMENDMENTS IN WRITING**

No amendment of any term or condition contained in this contract, including the Bid and Vendor's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of CCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

**25.0 PARTIES BOUND**

This contract shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**26.0 INDEMNIFICATION**

Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless members of the BOE, the CCSD and its officers, agents and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this contract, due to any act or omission on the part of Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf; or due to any breach of this contract by Vendor; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf.

As permitted by Georgia law, this indemnification shall apply notwithstanding the fact that the Indemnities may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnities.

This indemnification extends to the successors and assigns of the Vendor, and this indemnification and release survives the duration of his contract, the termination of this

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contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Vendor.

Vendor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

**27.0 COMPLIANCE WITH LAWS**

**27.1** Vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.

**27.2** Vendor further agrees that in the performance of the contract, it will comply with all laws, regulations, rules and policies that may apply to public education in general and the operation of the CCSD in particular.

**28.0 INSURANCE REQUIREMENTS**

Please see Special Terms and Conditions for Insurance Requirements specific to this solicitation.

**29.0 BACKGROUND CHECKS**

CCSD requires vendor to perform background checks on any employee or sub-contractor who will be working on the CCSD property (delivery personnel excluded). A Comprehensive criminal history background check to include both GCIC and NCIC is required on each applicant assigned to CCSD. Minimum findings that warrant exclusion include:

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- Any felony conviction
- Any drug conviction
- Any crime against children
- Any sex-related conviction

Background checks must be provided to the CCSD Human Resources Department upon request by the CCSD.

Please note: it is preferred that all necessary checks be completed prior to employee beginning work. If business demands warrant assignment before the check is completed, then it is acceptable for employee to begin assignment as long as the background check is in progress and the application for employment does not list offenses of any type. CCSD must be informed of any employee assigned without completed background check and the results must be on file within 30 days.

**30.0 SPECIAL TERMS AND CONDITIONS**

Should these General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.

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**1.0 PURPOSE OF BID**

The CCSD is seeking bids from qualified vendors for the turnkey construction of a concession stand with restrooms for Allatoona High School. All labor and materials are to be included in bid price.

**2.0 GENERAL REQUIREMENTS**

- A. CCSD shall have no responsibility for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, and other property of Vendor or its employees.
- B. Vendor will have responsibility to move and place back into working order any electrical outlets.
- C. Vendor, its agents, and employees agree to abide by and respect all Cobb County Board of Education Policies and Regulations while on CCSD premises. Failure to comply with this provision may be grounds for termination of this Agreement. This includes the regulation against the use of any tobacco product on CCSD property.
- D. All phases of work shall include appropriate cleanup. **Vendor must use own dumpsters.** Use of CCSD dumpsters or those of other contractors is **not** permitted.
- E. Vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.
- F. All charges associated with this project which include but are not limited to delivery charges, disposal fees, equipment charges and mileage charges are to be included in your pricing.
- G. Project shall be in accordance with all State and Local codes.
- H. All electrical work must be done by a licensed electrical contractor.
- I. Any damage done by the vendor or their subcontractors to any site, building, room, fixture, or any item owned by the CCSD shall be repaired or replaced at no cost to the CCSD.
- J. This is a turnkey project. Pricing must include but is not limited to all labor and materials, preparations, and cleanup.
- K. Prices in the Bid must remain firm for a period of ninety (90) days from the award date.

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- L. Vendors must submit with the bid response a properly executed AIA Document A-305, Contractor's Qualification Statement, with a current Audited/Reviewed financial statement (both to be less than 1 year old). (This will only be required if vendor has not submitted one to CCSD within the last year).
- M. Bids must be accompanied by a bid bond made payable to the Cobb County School District, in the amount equal to 5 percent of the bid price. (Certified Checks Not Acceptable.) The successful bidder will be required to furnish a Performance Bond and a Payment Bond acceptable to the Cobb County School District in an amount equal to 100 percent of the contract price and executed by a Surety Company licensed to do business in the State of Georgia and listed in the Department of the Treasury Circular 570, latest edition. **The Surety Company shall have an A.M. Best Company minimum rating of "A" with a financial size of VI "6" or better.** Bonds must be accompanied by letter stating bonding company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.
- N. Appropriate approval by county fire marshal and building inspector must be obtained.
- O. Payment to vendor will be in a lump sum and will be made upon completion of job. Job will be considered complete only upon signoff of CCSD, Director of Construction Services.
- P. Awarded vendor must provide a one year warranty on workmanship.

**3.0 GENERAL SCOPE OF WORK**

**The following are clarifications and/or additions to the drawing. It is required that all vendors submit pricing for all items in drawings.**

- A. **Site work** – To include, but not limited to, location of existing utilities, repairing any damage to utilities, installation of slab and erosion control.
- B. **Siding – Brick.** Color is to match the brick on the existing school and must be approved by CCSD.
- C. **Framing -**
  - 1. Steel studs
  - 2. Wood trusses with hip style roofing
  - 3. Walls and ceiling to have ½" non-rated drywall
  - 4. Fiberglass reinforced panels to be installed to interior walls of bathrooms and concession area.

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**D. Roof -**

1. 25 year, 3-tab shingle. Color to be chosen after award by CCSD.
2. 30 felt over ½' plywood decking

**E. Paint-**

1. Block primer – one coat
2. Finish coat – two coats with color to be chosen after award

**F. Doors –**

1. Five exterior steel doors including hardware
2. Two tan roll-up doors in concession area
3. One large tan roll-up door in baseball storage area
4. All exterior doors to have keyed locks

**G. Electrical – The following may not include everything in drawing**

1. Install service to building.
2. Install seven (7) 2'x4' surface mounted fluorescent lights. Lights should have T-8 lamps.
3. Exhaust fans -3
4. Emergency exit lights - 5
5. Exterior flood lights (Must be on photocell) – 2
6. Dedicated outlets – 4
7. Standard outlets – 12
8. Switches – 5
9. Water heater disconnect – 1
10. Exterior duplex receptacles – 2
11. Panel must be minimum 200 amp 3 phase 120/208 volt.
12. CCSD will determine the direction of the electrical feed prior to start of job.

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**H. Plumbing –**

1. Install waterline to building from tennis court meter box.
2. Install three (3) floor drains with trap primers.
3. Install two (2) handicap toilets and one (1) regular toilet.
4. Install one (1) handicap urinal and one (1) regular urinal.
5. Install three (3) wall hung sinks.
6. Install stainless steel kitchen sink with stainless steel lever and side sprayer into countertop. Measurement to be approximate per drawing.
7. Install two (2) GFCI outlets near cabinets and sink countertop in kitchen.
8. Install 4” sewer line to existing manhole.
9. Install ¾” frost proof hose bibb at roll-up door.
10. One exterior spigot
11. 50 gallon water heater
12. Water and drain line for 2 ice makers
13. All supply lines to be copper
14. All drain lines to be CPVC
15. The water supply must be from the Domestic meter supply. Water supply is not to be tied into an irrigation line from the Irrigation meter.
16. All water lines to be insulated with heat tape.
17. Install isolation valve on main water line.

**I. HVAC –**

1. 4-ton high efficiency heat pump/AC
2. Remote controlled

**J. Sidewalk –** 8 foot around 3 sides of building and to be tied into existing sidewalk on fourth side.

**K. Bathrooms–**

1. Partitions and doors
2. Mirrors

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3. Handicap grab bars
4. Toilet paper holders

**L. Millwork/Cabinets**

1. Install two (2) 36" white base units.
2. Install 8-foot long white laminated counter top. Incorporate sink and sprayer in Section H6.

**4.0 CCSD Insurance Requirements:**

- A. Commercial General Liability with limits of at least \$1 million and \$2 million aggregate. Coverage must include products and completed operations with reporting of claims on occurrence basis.
- B. Commercial Auto Liability with limits of at least \$1 million.
- C. Umbrella Coverage in excess of GL and Auto of at least \$2 million.
- D. Statutory Workers' Compensation.
- E. Employer's Liability of at least \$100,000.
- F. Cobb County School District must be named as an additional insured on all applicable policies. The insurance carriers should be licensed to do business in the state of Georgia. The carriers must have an AM Best rating of A- or higher.

**Please Note:**

- Signing of Contract Agreement signifies that Vendor complies with insurance requirements as specified.
- Proof of Insurance is not required with submission of proposal, but must be available upon request (including during the evaluation process) CCSD will require proof of insurance before issuance of Award Letter/Contract.
- Vendor may choose to include proof of insurance with submission of proposal in order to expedite the evaluation process and issuance of award to the successful bidder.
- After notification of pending award, a vendor not including proof of insurance with their proposal will be given not more than 5 (five) business days (including day of notification) to provide proof or the proposal will be deemed non-responsive.

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CONFLICT OF INTEREST

ALL PROSPECTIVE BIDDERS PLEASE READ CAREFULLY

Please refer to Board Policy BCB, Conflict of Interest, located on the Cobb County School District website at [www.cobbk12.org](http://www.cobbk12.org) under Board of Education, Board Policy Manual.

Any conflict with Board policy and/or administrative rules must be disclosed at the time of proposal submission.

BOARD MEMBERS:

John E. Abraham, Chairman

Lynnda Crowder-Eagle, Vice Chairman

David Banks

Allison Bartlett

Holli Cash

John Crooks

David Morgan

CABINET MEMBERS:

Fred Sanderson

Gordon Pritz

Steven Constantino

Mike Addison

Judith Jones

Donald Dunnigan

Chris Ragsdale

Allison Toller

Jay Dillon

Carol Seay

Robert Benson

Dale Gaddis

Alice Stouder

Ed Thayer

James Carter

Susan Galante

Cheryl Hungerford

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**THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE BIDDER AND RETURNED WITH THE BID.**

CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Concession Stand for Allatoona High School** to the Cobb County School District and, subject to any properly disclosed exceptions which are accepted by CCSD, do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by the Director of Procurement Services. In the event bidders fail to comply, they may be removed from the vendors' list.

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

\_\_\_\_\_  
Representative's Signature  
(Must be signed in ink)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name  
(Please type or print)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number and Extension

\_\_\_\_\_  
Terms (If payment terms are not indicated,  
it will be determined to be net 30 days).

\_\_\_\_\_  
Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

\_\_\_\_\_  
**PRICES MUST REMAIN FIRM AS SPECIFIED ON THE AWARD NOTIFICATION LETTER**

**Signing the Contract Agreement affirms that the original Invitation For Bid document has not been altered in any way.**

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**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA 13-10-90**

TO ALL PROSPECTIVE VENDORS:

If you are providing service, performing work or delivering goods to the Cobb County School District, including but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your proposal.

- 1) The Cobb County School District shall comply with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., the **Contractor MUST INITIAL** one of the sections below:

Initial here-\_\_\_\_\_ Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.

**OR**

Initial here - \_\_\_\_\_ Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law

- 3) In the event that the contractor employs or contracts with any subcontractor in connection with a covered contract the contractor will secure from the subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Georgia Department of Labor Rule 300-10-1-.02 or a substantially similar affidavit.
- 4) Contractor agrees that, in the event the (insert your company's name) \_\_\_\_\_ employs or contracts with any subcontractor in connection with the covered contract under O.C.G.A. § 13-10-91 and DOL Rule 300-10-1-.02, that the (insert company's name) \_\_\_\_\_ will secure from each sub-contractor the employee-number applicable to the subcontractor.
- 5) Contractor agrees to provide the Cobb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

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**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 contracting with the Cobb County Board of Education has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Cobb County Board of Education, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to the Cobb County Board of Education at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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**SUBCONTRACTOR AFFIDAVIT**

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), which has a contract with the Cobb County Board of Education, has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200 \_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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**BID FORM**

**Price:** Pricing must be in **the format requested** in the form below.

Total cost of Project

\$ \_\_\_\_\_

Vendor Name

\_\_\_\_\_

Estimated Time for Completion

\_\_\_\_\_

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**VENDOR QUESTIONNAIRE** -- Questionnaire must be completed by ALL Vendors.

1. How long have you been in business? \_\_\_\_\_
  
2. Give us background information on your company, including delivery and warehousing capabilities, as well as any financial ratings available. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
3. Have you done business with other school systems?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, name system and volume of business \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
4. Is the vendor willing to extend all pricing, terms and conditions quoted to any Cobb County governmental entity under the Intergovernmental Cooperative Purchasing Program? This includes the Cobb County Government, the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna and the Devereux Foundation school. (While the Devereux School is not a part of Cobb County School District, they do provide services to students and receive pass-through funds from the State when appropriate.) YES \_\_\_\_\_ NO \_\_\_\_\_
  
6. Are any goods, excluding instructional materials or beverages for immediate consumption, purchased under this solicitation made in the State of Georgia? YES\_\_\_\_ NO\_\_\_\_\_ If yes, please identify by product name and provide written verification as required by School District.
  
7. Provide complete contact information for a Point of Contact DURING EVALUATION period. This person must be available to answer any questions pertaining to your response that may arise prior to award.

Company Name:			
Contact Name:			
Phone Number:		Fax Number:	
Fax Number:			
Email Address:			

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**VENDOR REFERENCES FOR:**

\_\_\_\_\_ *Insert Company Name*

References must be completed by ALL Vendors. It is the vendor's responsibility to provide COMPLETE and ACCURATE reference information on the form below; completing ALL fields. Failure to do so can result in CCSD being unable to verify vendor's past work which may affect CCSD's determination that the vendor is responsive and responsible. CCSD is not to be listed as a reference. CCSD reserves the right to consider past experience with vendor.

1. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

2. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

3. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

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TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' lists, we are continuously updating them. While we want to include all bona fide vendors, we do not want to send notifications to those vendors who may no longer be interested in participating in the CCSD solicitation process.

If you do not choose to respond to this Invitation For Bid, please fill in the form below indicating whether or not you want to be retained on our current vendors' list. **In an effort to reduce waste and minimize postage expense, please do not return the entire solicitation package to CCSD.**

Vendors who do not respond in any way (by either submitting a bid or by returning the form below) over a period of one year may be removed from the bidders list.

Thank you for your cooperation.

---

**"NO BID" REPLY FORM: Bid 10-07 - Concession Stand for Allatoona High School**

If you do not wish to respond to this Invitation For Bid, please complete this form and mail/fax it to: Cobb County School District, Attention: Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152. Fax # 770-426-3371

I do not wish to submit a response to this Invitation For Bid.

I wish to be retained on the vendors' list FOR THIS COMMODITY: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Representative*

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Bid Checklist

**Bid 10-07, Concession Stand for Allatoona High School**

**We encourage you to save paper. It is not necessary to return this entire document with your bid response. Please return only the relevant pages on which your company has included a response.**

The following items must be completed and submitted with your Bid in order for your response to be considered:

- Submitted required number of copies plus an original of the Bid Form & Required Information
- Contract Agreement – signed by an authorized company representative
- Georgia Security and Immigration Compliance Act OCGA 13-10-90 documents -- signed by an authorized company representative
- Vendor Questionnaire
- Vendor Reference Sheet
- Anything specified in the Special Terms and Conditions, etc:

Bid bond

Contractor's Qualification Statement (Special Terms and Conditions Section 2)

Vendor: \_\_\_\_\_

Vendor Contact: \_\_\_\_\_