## Bibb County School District 484 Mulberry Street, Macon GA 31201

## www.bcsdk12.net Select One Below:

Request for Proposal Invitation to Bid Request for Quote Request for Qualified Contractors

BID NUMBER: 15-36 DATE: 5/12/2015

FOR: Wax and Stripper Bid for Custodial Department 2015-2016

### ALL PRICES TO BE F.O.B. DESTINATION WITH FREIGHT PREPAID TO:

#### VARIOUS BIBB COUNTY SCHOOL DISTRICT LOCATIONS

Bid Responses Must Be Received in the Purchase Office: Procurement Office 484 Mulberry Street, Macon GA 31201 Suite 280

VENDOR WEB PAGE ADDRESS: \_\_\_\_

Attention: Elaine M. Wilson

# ALL QUESTIONS CAN BE DIRECTED TO ELAINE WILSON VIA EMAIL ELAINE.WILSON@BCSDK12.NET

#### **BID DUE DATE AND TIME:**

BIDS TO BE OPENED AND REVIEWED: PROCURMENT OFFICE, SUITE 280 484 MULBERRY STREET MACON, GA 31201

\*\*\*BIDS RECEIVED AFTER DEADLINE SHALL BE CONSIDERED NON RESPONSIVE AND REJECTED.\*\*\*

## **TENTATIVE TIMELINE**

05/13/2015 Release BID to the marketplace 05/19/2015 Deadline for written questions 5:00 PM, EST 05/21/2015 Response to questions to be posted to the BCSD website or via email 05/29/2015 BID DUE in Procurement Services by 2 P.M., EST. Within 1 week from closing Offeror will be notified of the award information.	
THE PERSON SIGNING THIS BID MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY	
COMPANY NAME:	
COMPANY ADDRESS:	
TELEPHONE NUMBER (AREA CODE & EXTENSION):	
VENDOR FAX NUMBER:	
VENDOR EMAIL ADDRESS:	
PRINT REPRESENTATIVE NAME:	
SIGNATURE OF REPRESENATIVE:	
TITLE OF REPRENTATIVE:	
FED ID NUMBER:	
DATE:	

Bibb county School District ("BCSD") extends this offer to submit a bid for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms and conditions. This solicitation will require BCSD Board of Education approval.

Bidders must attach an original and two duplicate copy of the bid response. Label each bid document set as **"Original"** and **"Duplicate"** at the TOP of the FIRST PAGE.

Sealed Bid Response Submission Format and Procedures

Sealed Bid responses must be complete, clear, accurate, conforming fully to and in compliance with the specifications and detailed instructions stated in this document, signed by the certifying company official, and presented to the BCSD Procurement Department according to the detailed instructions stated in this document.

## SEE REQUIRED SUBMITTALS/DOCUMENT—Page

Bid responses must be sealed, clearly labeled, and addressed as shown below.

### **SEALED BID IDENTIFICATION LABEL:**

This information must appear in the lower LEFT corner of your Sealed bid container (Whether an envelope, box, express carrier package, etc.)

	Sealed Bid Address to
Bid Number:	(0.1.1717
Bid Name:	(Sealed Bid Response) Elaine M. Wilson Bibb County School District
Due Date:	Procurement Department, Suite 280 484 Mulberry Street
Company Name:	Macon, GA 31201
Company Mailing Address:	Label:
Contact Person Name:	
Contact Telephone No: ()	

Boxes, Express carrier packages and any other containers which enclosed sealed bid responses must also be clearly labeled as shown above and presented to the BCSD Purchasing Department as stated within.

Sealed Bid Responses **"ONLY"** are to be delivered to the Purchasing Department, if we require "Samples" we will instruct where to send the goods, within the BID Documentation.

All Sealed Bids are to be delivered by the "Deadline" Time stated within the bid documentation. Please make sure you deliver the bids to the appropriate "Purchasing Department Employee".

#### 1. Time is of the Essence

Award cri	teria includes the most accommo	dating delivery dates as determined by BCSD. Specify your	
earliest	and latest	delivery or services commencement delivery dates after	
receipt of the purchase order.			

#### 2. Bid Prices

I hereby certify that the cost (s) included in this bid are accurate and binding for ninety (90) days from the bid opening date. If an award is not made within ninety (90) days it shall be incumbent upon the bidder to notify BCSD in writing that they wish to withdraw their bid from consideration. Failure to submit in writing indicates the bid will be considered although it is after the ninety (90) Days.

I further certify that the proposed cost(s) are accurate and reflect any applicable discounts and that the company which I represent shall deliver the goods and/or services for this amount. I also agree that no extra cost or payments to any entity, including bidder, will be allowed for any miscalculations, deficiency or difference later discovered.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official:	Date:	
_	(Company Name/Certifying Official Signature)	

#### 3. Price Provisions:

This term contract is from July 1, 20XX through June 30th, 20XX with a price escalation/de-escalation provision at the renewal/extension time.

Actual Pricing must be based on current manufacturer's price to the bidder plus bidder mark up and consistent with the market indices. Price changes will ONLY be allowed by the BCSD during the contract RENEWAL or EXTENSION Period. And shall be based on the percentage change of the manufacture's cost to the bidder. Only ONE (1) price change will be allowed during any 12-month period and at the renewal/extension anniversary, commencing with July 1<sup>st</sup>, 20XX on any individual product or service included in this bid.

The bidder must supply written proof from the manufacture indicating the price inflation. The written notification from the manufacture (for BCSD) shall specify actual dollar changes or shall specify the price changes as a percentage.

The bidder shall provide the Procurement Department of the BCSD a minimum of thirty (30) days' notice before prices changes take effect.

#### 4. Renewal/Extension Option:

BCSD reserves the right to extend this bid contract prior to the bid contract end date of July 1, 20XX for up to four (4) years with the option of renewal each fiscal year; with the written consent of the successful bidder.

### 5. Compliance with Specifications:

Bidder must indicate below whether or not this bid is in compliance with the stated specifications. If there are nay deviations from the specification, the bidder must indicate in writing what the deviations are and must submit with a complete descriptive literature on the actual items bid. Attach and label additional sheets if necessary:

Bid is in complete compliance with bid specifications Bid deviates from stated specification as follows:	

#### GENERAL TERMS AND CONDITIONS

#### 1. PREPARATION OF BIDS

- 1.1 Responses must be on the forms furnished within this Invitation to Bid and completed in their entirety. Bids must be submitted in a sealed envelope marked with your company name and Custodial Bid for Wax and Stripper: 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 to 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 BCSD. Each bidder is required to furnish all information requested in the Invitation to Bid.
- 1.3 Each bidder is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and BCSD policies and/or regulations pertaining to BCSD procurement.
- 1.4 BCSD assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid response. This provision applies whether or not a dispute arises.
- **1.5** All bids submitted become the property of the BCSD and are subject to applicable open records policies and laws.

#### 2. COMMUNICATIONS WITH BCSD STAFF

- 2.1 It is intended that this bid be adequate for any vendor to respond the Bibb County School District requirements. However should bidders have questions, all questions should be submitted electronically via email to <a href="mailto:Elaine M. Wilson">Elaine M. Wilson</a> at <a href="mailto:procurement@bcsdk12.net">procurement@bcsdk12.net</a>. Please see deadline posted on Page 1.
- 2.2 The assigned contact person for this bid is Elaine M. Wilson, Procurement Director, for BCSD can be reached at (478) 779-3522 or by email at elaine.wilson@bcsdk12.net.

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to bidders, are strictly prohibited for contacting Bibb County School District on any matter having to do in any respect with this bid, other than as provided herein. Any and all contacts with such persons associated with Bibb County School District shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the bid documents, for the date of issuance of the Invitation to Bid until final Bibb County Board of Education of Education action of approval of contract award, the bidder submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Board of Education for Bibb County School District. Any violation of this restriction may result in the rejection of the bid response.

2.3 It is the vendor's responsibility to check the BCSD Current Solicitations website at <a href="https://www.bcsdk12.net">www.bcsdk12.net</a>, under Procurement and Receiving for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

#### 3. SUBMISSION OF BIDS:

**3.1 The original and two (2) copies of the Bid** with and **one (1) electronic copy** on a flash drive or CD, must be received at the Bibb County School District, Procurement Department, 05/29/2015 no later than the date and time (determined by the date/time card stamp of the BCSD Facilities Procurement Services Department) set forth in the "Invitation to Bid". Bids must be submitted in sealed envelopes and labeled as indicated

on page one of this document. It is the sole responsibility of the Bidder to ensure timely delivery of the bid submittal. The bids will be opened and read at the time and place set forth in the Invitation to Bid.

#### 3.2 NO PRE BID CONFERENCE

- **3.3 Any** bid received after the designated time or by facsimile will be deemed late and will not be considered by the BCSD.
- **3.4** Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.

#### 4. PRICE PROVISION:

**4.1** This is a term contract from **July 1st**, **2015** through **June 30**, **2016** with an optional price escalation/de- escalation provision available only upon renewal/extension time. Unless specifically consented to in writing by BCSD, bid prices stated herein shall be firm from dates indicated.

BCSD expects bidders to hold prices for the entire term of this contract except where evidence acceptable to BCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to the Operations Division Procurement Services a minimum of ninety (90) days prior to taking effect.

BCSD is not obligated to accept price escalations/de-escalations and reserves the right to negotiate with the next lowest bidder. Price changes (up or down) by the bidder to Bibb County School District will be allowed only at the bid renewal/extension anniversary.

- **4.2** Bibb County School District reserves the right to extend this bid contract prior to the bid contract end date of **June 30, 2016** for up to four (3) years through **June 30, 2019** with the consent and written confirmation of the successful bidder(s).
- **4.3** Quantities/amounts shown in the Invitation to Bid are estimates. Bidders are advised that the actual number purchased/required may vary from those in the Invitation to Bid, depending upon the needs of the BCSD and the availability of funds.
- **4.4** Pricing must be submitted on the Bid Form as requested without conditions unless called for in Special Terms & Conditions.
- **4.5** 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.

#### **5.** SPECIFICATIONS:

- **5.1** Any Deviation from the specification must be clearly identified in a letter accompanying the bid. The furnishing of cuts or printed description will not relieve the bidder of this requirement. Bibb County School District shall determine in its sole discretion whether substitutions or modification of the requested specification are comparable to those contained within the bid. If BCSD deems the substitution are not in compliance, the bid may be rejected.
- **5.2** A vendor's failure to deliver any items/services according to the specifications set forth in their bid may result in cancellation of the purchase and permanent removal for the vendor's list. If any items do not meet these specification, the items will be picked up at the vendor's expense and removed from BCSD property at the sole cost of the vendor.
- **5.3** For Goods: Manufacturers listed, as "Model Equivalence" in the ITB is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The BCSD will be the sole determiner as to whether the substituted item is of equal or better specifications.
- **5.4** If an award 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 Bid document as well as current industry standard. Replacement units must be made available to BCSD for review and approved prior to the end of life of the awarded model. BCSD reserves the right to accept or reject the replacement items.

5.5 <u>Additional Specifications: (See BELOW) the following items should meet or exceed the information below, pertaining to the stripper and wax as you quote your product.</u>

#### **Remover (Stripper)**

- 1. Stripper must be a commercial wax remover for use in stripping water emulsion floor wax (including metal link polymer) from vinyl, rubber, asphalt, terrazzo and other composition floor surfaces. Compound must be a one part liquid and require no additives except water
  - 2. Product must be compatible with floor finish bid, manufactured by the same company, Non-Ammoniated and Non-Butyl.
- 3. Product must meet all OS"HA Safety Standards for use by Custodial Personnel. It must be safe for Institutional use such as school setting. It must meet all EPA Regulations.
- 4. Product must be a Homogeneous Concentrated free flowing liquid that may be diluted with water.
  - 5. Product must be free rinsing and free from any odor.
  - 6. Product must not contain ammonia or fatty acid soaps.
  - 7. Product must be stable and not lose it original effectiveness or deteriorate when stored at room temperature in its original container for a one (1) year period of time.
    - 8. Product must not require more than one rinse after use.
      - 9. Product must be non-foaming in nature
    - 10. Package in a Five (5) to Seven (7) Gallon labeled containers.

#### FLOOR FINISH (WAX)

Finish must have a High Gloss (Wet Look) Finish for use in schools. Resistance to complications of high heat and humidity during summertime application. Metal cross linked modified acrylic finish for strength and long service life with good response to High Speed Burnishing and Conventional Low Speed Machines.

## **General Specifications**

- High Gloss
- Nonvolatile solid content MIN. OF 25%
  - Excellent leveling
  - Strong water resistance
  - Detergent Resistance
  - Resistant to Black Heel Marking
  - Slip Resistance .5 or Greater
    - Tough and durable
- Package in Five (5) to Seven (7) Gallon labeled containers

#### **Alternative Bid**

Finish must be combined with Sealer as one product. Must Have a High Gloss (Wet Look) for use in schools. Resistance to complications of High Heat and Humidity during summertime application. Metal cross linked modified acrylic

finish for strength and long service with good response to High Speed Burning and Conventional low speed machines.

### **General Specifications**

- Finish and Sealer combined
  - High Gloss
- Non Volatile Solid Content 25%
  - Excellent leveling
  - Strong Water Resistance
  - Detergent Resistance
- Resistant to Black Heel Marking
- Slip Resistance .5 or Greater
  - Tough and Durable
- Package in Five (5) to Seven (7) Gallons labeled container

#### 6 PRICE QUOTED

- **6.1** Price must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Bibb County School System reserves the option to renew the bid annually if agreeable to both the successful bidder and the Bibb County School System. Bids may be renewed up to "Three" Times annually.
- **6.2** Quantities/amount shown on the ITB (Invitation To Bid) are estimates. Bidders are advised that the actual number purchased/required may vary from those on the Invitation To Bid, depending upon the needs of the BCSD 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.
- **6.4** For Goods: Bids must include all delivery and/or installation charges. Delivery and/or installation requirements will be specified in the Special Terms and Conditions.

#### 7 SAMPLES

- **7.1** When required, samples must be furnished at the bidder's expense.
- **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 returned to the bidder at the bidder's expense. If vendor does not arrange pick up the samples as defined in the Special Terms & Conditions, samples will become the property of BCSD.

#### 8 AWARDS

- **8.1** The BCSD reserves the right to accept or reject any part of a submitted bid (in whole or in part), to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject any and/or all bids submitted or waive any minor irregularity.
- **8.2** The BCSD reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof.
- **8.3** 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, conditions set forth in the Invitation to 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 BCSD.

#### 9 CONTRACT:

- 9.1 THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE BIDDER AND RETURNED WITH THIS BID IN ITS ENTIRETY.
- **9.2** It is understood and expressly agreed that, upon proper acceptance of any or all items by the Purchasing Department, a contract shall hereby be created.
- **9.3** Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from bidders list.
- **9.4** Unless otherwise stated in the Special Terms and Condition, BCSD requires that all prices quoted will be firm for 12 months from award of contract.
- **9.4** By signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products and services as bid. In addition, vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special T&C.
- **9.5 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 person as duly authorized to enter into this contract on behalf of such party.
- **9.6 Choice of Law and Venue**-The Laws of the State of Georgia shall govern this contract in all respects. 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 Bibb County, Macon Georgia.
- **9.7 Entirety of Contract** All documents submitted in response to the BID, including any attachments and appendices are incorporated into the contract between BCSD 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. If any language of the Bid Response by the Vendor conflicts with the language of the Bid, the language of the Bid shall govern and control for all purposes, unless consented and agreed to by BCSD in writing.
- **9.8** BCSD 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 BCSD.

#### 10 SHIPPING:

- **10.1** All prices are to include delivery to the location(s) specified in the Invitation to 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 BCSD.
- **10.2** In the event of damage, shortage, or other loss resulting from shipment to any BCSD facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.
- 10.3 BCSD 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 vendor list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by BCSD.

## 11 INVOICING

11.1 Payment will be made by the BCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the BCSD authorized representative.

- 11.2 All accounts are paid on a current basis. Best effort will be made by BCSD to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of BCSD signature) at destination or from the date a correct invoice is received, if later than the date of delivery.
- 11.3 Invoicing Procedure- Invoices must be original. Copies or facsimiles are not acceptable.

  Invoices must not be altered in any way from the original by handwriting or by machine. Invoices will be paid within 30 days of receipt of invoice and within 30 days of notification receipt of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and BCSD purchase order number.

### 12 ASSIGNMENT, DELEGATION, OR SUBCONTRACT

**12.1** Except as may be specifically permitted by the Bid, Vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Vendor personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of BCSD, which consent may be withheld at its sole discretion.

#### 13 INDEMIFICATION:

13.1 The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit BCSD property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the BCSD, or its employees.

#### 14 INSURANCE:

- 14.1 Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia. Proof of insurance must be available at the request of BCSD at any point of the evaluation process or during the life of the contract.
  - 1. Worker's Compensation Insurance: In accordance with Georgia Code.
  - 2. **Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract
  - 3. **Automobile liability:** Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. The successful bidder shall be required to list the Board as additionally insured.
  - 4. The Board, its officers and/or officials, employees and volunteers shall be named as insurer under awarded Vendor's insurance policy for the duration of this contract.

#### 15 TERMINATION:

15.1 Termination-If BCSD or the successful vendor(s) wish to cancel this contract, written notice thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. BCSD reserves the right to terminate without warning in the event of critical and/or material breach of contract.

#### 16 ADDENDUM:

**16.1** Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. Vendor is responsible for checking the webpage frequently during solicitation period for any potential addendums.

## 10

# Bibb County School District Custodial Supplies Wax and Stripper Procurement Office

## 17 SPECIAL TERMS AND CONDITIONS:

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

## **VENDOR OUESTIONNAIRE**

Questionnaire information will be utilized in the evaluation of this Bid. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration.

1.	How long have you been in business?		
2.	Give us background information on your comp as well as any financial ratings available.	•	
3.	Have you done business with other school systems	ems?	
	Yes No		
	If yes, name system and volume of business		
Aı	Do you have a local representative in the Middle rea? me and contact information:		
Si	gnature of Vendor	Name of Company	
A	ddress	City, State, and Zip Code	

BID NUMBER: TITLE:

## REFERENCE SHEET

References will be utilized in the evaluation of this Bid. Vendor must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration. It is not the responsibility of BCSD to pursue and obtain incomplete and/or inaccurate reference information, to ensure that references respond to our reference request, or to consider references not listed on this form.

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	