



**GRIFFIN REGIONAL EDUCATIONAL SERVICE AGENCY**

Serving South Metro County School Systems since 1966  
BUTTS - FAYETTE - HENRY - LAMAR - NEWTON - PIKE - SPALDING - UPSON  
Dr. Stephanie L. Gordy, Executive Director



440 Tilney Avenue  
Griffin, GA 30224  
Phone: 770-229-3247  
FAX: 770-228-7316  
www.griffinresa.net

TO: All Bidders

FROM: Ted Manolis, Purchasing Agent

DATE: November 3, 2014

REGARDING: **Invitation for Bid No. 009-2015 Printer Toner and Cartridges**

**CLOSING DATE: December 1, 2014**

Griffin Regional Educational Service Agency (Griffin RESA) is soliciting competitive sealed bids from qualified vendors for the purchase of the above referenced commodity. Responders are instructed to read carefully the Invitation, Conditions, Preliminary Contract Terms, and Conditions/Terms Specific to this Invitation for Bid (IFB) and all Attachments. All prices shall be submitted on the enclosed/attached bid schedule in a hard copy format.

The bid will involve the following ship to address:

Griffin RESA Warehouse  
1310 Carver Road  
Griffin, Georgia 30224

Bids shall be hand-delivered or mailed and must be received no later than 10:00 am (pursuant to the Griffin RESA time clock) on Monday, December 1, 2014. For your bid to be considered, both copies (print/hard copy and electronic copy) must be received by this stated time. IFB's received after this time will not be considered.

**The print/hard copy responses to this solicitation must be in a sealed envelope clearly addressed as follows:**

**Griffin RESA  
Attention: Ted Manolis, Purchasing Agent  
IFB No. 009-2015 Printer Toner and Cartridges  
440 Tilney Avenue  
Griffin, Georgia 30224**

The Griffin Regional Educational Service Agency will not be responsible for bids that are opened or misplaced due to improper marking. For identification purposes, the vendor's name and complete address must be clearly printed or typed on the outside of the envelope. **FAXED RESPONSES SHALL NOT BE ACCEPTED. Bidders do not have to be present during opening of bids.**

All questions should be directed in writing to Ted Manolis, Purchasing Agent at [tmanolis@griffinresa.net](mailto:tmanolis@griffinresa.net) referencing Bid No. 009-2015 Printer Toner and Cartridges in the subject line. **Only questions received prior to 4:00 p.m. on Friday, November 21, 2014** (pursuant to the Griffin RESA time clock) will be considered.

Answers to all vendor inquiries will be made via an addendum on our website ([www.griffinresa.net](http://www.griffinresa.net)).

We appreciate your time in the preparation of your bid and for your interest in doing business with Griffin RESA.

**TABLE OF CONTENTS**  
**FOR**  
**INVITATION FOR BID NO. 009-2015 Printer Toner and Cartridges**

<b>TITLE</b>	<b>PAGE NO.</b>
Table of Contents .....	2
Bid Conditions .....	3
Additional Conditions.....	10
Specifications .....	12
Appendix I .....	13
Immigration and Security Form.....	13
Contractor Affidavit and Agreement.....	14
Subcontractor Affidavit .....	16
Certificate of Non-Collusion .....	17
Appendix 2 .....	17
Vendor Information Form and References .....	17
Bidders Checklist .....	18
Bid Schedule: 009-2015 Printer Toner and Cartridges.....	20

**BID CONDITIONS**

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**SECTION 1 – PREPARATION AND SUBMISSION OF BIDS**

**1. INTRODUCTION**

- a. To be entitled for consideration, sealed bids shall be submitted in accordance with the following instructions and must be received at Griffin RESA, 440 Tilney Avenue, Griffin, Georgia 30224, no later than the date and time (determined by the time stamp in the Griffin RESA office) set forth in the "Invitation for Bid", at which time and place the bids will be publicly opened and read.
- b. Griffin RESA shall not be responsible for bids received after the date and time specified for couriers that deliver bids to locations other than the offices of Griffin RESA. Bids received after the date and time specified shall not be considered.
- c. Incomplete bids shall not be considered. For a bid to be considered "complete", all prices shall be submitted on the enclosed/attached bid schedule in a hard copy formats.

**2. OWNER**

- a. The Owners for whom work will be executed are as follows:
  - i. Griffin Regional Educational Service Agency, Griffin, Georgia, hereinafter "Griffin RESA"

**3. PREPARATION OF BIDS**

- a. All bids shall be printed in ink or typewritten. No erasures permitted. Errors shall be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the bid shall initial all corrections in ink.
- b. Vendors are instructed to read carefully all terms, conditions and specifications as set forth in the Invitation for Bid. Bid forms must be completed in their entirety.
- c. By submitting a bid, the Vendor warrants that any goods supplied to Griffin RESA meet or exceed specifications as set forth in this solicitation except as may be otherwise noted in vendor's exception.
- d. The bidder shall sign the bid in the appropriate spaces.
- e. Bids shall be signed by an authorized officer of the company. Said signature shall constitute binding agreement to all Conditions, Contract Terms, and Conditions/Terms specific to this bid.
- f. If bidding on other than the make, model, brand or number as requested in the solicitation and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference shall be clearly stated on the bid or on an attached letter. Any deviation between brand offered and brand specified shall also be clearly indicated. A complete list of deviations and a descriptive catalog cut shall be attached to the bid.
- g. Ted Manolis, Purchasing Agent, along with the assistance of the owner representative will be the sole judge in making determination as to the quality. Prices shall be stated in units specified in the solicitation.
- h. All supplies, materials, and equipment provided to Griffin RESA shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Vendor delivering any such equipment or goods to Griffin RESA shall be deemed to have breached the contract, and appropriate action shall be taken.
- i. Telephone or fax bids in lieu of this form shall not be accepted.

**4. BRAND NAME OR TRADE NAME/MARK INSTRUCTIONS**

- a. Brand names and numbers when provided in solicitations are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is indicated in the solicitation). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement. Unless the bidder clearly indicates in his bid that the item offered is a product of another name or manufacturer, the bid shall be considered as offering the item exactly as referenced in the Invitation for Bid.
- b. If the bidder proposes to furnish another product, the brand/trade name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bid, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of Griffin RESA and will be based on information furnished by the bidder or identified in the bias as well as other information reasonably available to Griffin RESA. **Caution to bidders: Griffin RESA is NOT responsible for locating or securing any information which is not identified in the bid.** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of the bid all descriptive material (example – technical specifications, brochures, cuts, illustrations, drawings, or other information) necessary for Griffin RESA to:
  - i. Determine whether the product offered meets the requirements of the Invitation for Bid and
  - ii. Establish exactly what the bidder proposes to furnish and what the Griffin RESA would be binding itself to purchase by making an award.
- c. Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bid shall not be considered.

**5. SUBMITTING A “NO BID”**

- a. If not submitting a bid at this time, the bidder’s checklist is to be returned and marked “no bid”.

**6. TAXES**

- a. Griffin RESA is exempt from all state sales tax and federal excise tax.

**7. CHARGES AND EXTRAS**

- a. Bids are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost.

**8. SOLICITATION QUESTIONS**

- a. If a contractor contemplates bidding and is in doubt as to the meaning of any part of these documents, an interpretation may be requested. This shall be submitted in writing to Griffin RESA at [tmanolis@griffinresa.net](mailto:tmanolis@griffinresa.net) and must be received no later than 4:00 p.m. November 21, 2014 by Ted Manolis, Purchasing Agent, Griffin RESA, 440 Tilney Avenue, Griffin, Georgia 30224.

**9. ADDENDA**

- a. Addenda issued in writing during the time of solicitation shall be incorporated in the subsequent contract. No oral interpretations shall be made to Vendors as to meaning of solicitation document. Requests for such interpretation shall be made in writing to Griffin RESA at [tmanolis@griffinresa.net](mailto:tmanolis@griffinresa.net) and must be received no later than 4:00 p.m. November 21, 2014. Failure to request an interpretation shall not relieve the bidder from obligation to perform work in accordance with the contract as interpreted by Griffin RESA. Addenda posted to the Griffin RESA Web Site during the time of solicitation shall be addressed in the bid as appropriate, and each addendum incorporated in the subsequent contract. If solicitation documents were obtained via the Griffin RESA website, continue to browse the website for any addenda up until the date and time the bid is due.

**10. VENDOR'S TERMS AND CONDITIONS**

- a. Griffin RESA shall not be bound by any terms and/or conditions included in any bidder's packaging, service catalog, brochure, technical data sheet or other documents which attempt to impose any conditions at variance with, or in addition to, the terms and conditions contained in this solicitation, Griffin RESA purchase order, and any addendum(s) related to this solicitation/contract.

**11. REVISION OR WITHDRAWAL OF A BID**

- a. A bidder may modify or withdraw its bid by written request, provided that the request is received by Ted Manolis, Purchasing Agent, prior to the bid due date and time at the address to which bids are to be submitted. Following withdrawal of its bid, the Bidder may submit a new bid, providing the bid is received prior to the bid due date. After bid opening, Griffin RESA will permit withdrawal only when the best interest of Griffin RESA would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the bid not resulting from negligence and the mistake is clearly ascertainable. If withdrawal is allowed, Griffin RESA reserves the right to disqualify the withdrawing bidder from bidding on Griffin RESA solicitations for up to one year.

**12. COMPLETENESS OF BID**

- a. All bidders are cautioned to furnish all required information and details required by this Invitation for Bid. Failure to comply may result in the bid being rejected due to incompleteness.

**13. PROTEST**

- a. Written protests relative to the specifications or the solicitation document shall be filed no later than three (3) working days prior to bid opening. Other written protests shall be filed no later than three (3) working days after bid opening, or if the written protest is based on subsequent action of Griffin RESA no later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts giving rise to the protest. Written protests are considered filed when received by Ted Manolis, Purchasing Agent. Protests which are not filed in a timely manner, as set forth above will not be considered.

**14. PURCHASING POLICY**

- a. The Griffin RESA Purchasing Policy, Purchasing Procedures, and Regulations are incorporated in this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By acceptance of this solicitation, a bidder, potential bidder, or contractor agrees to be bound by the Griffin RESA Purchasing Policy and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

**BID CONDITIONS**

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**SECTION 2 – CONTRACT AWARD**

**1. BIDDERS' QUALIFICATIONS**

- a. Bidders may be required by the Owner, before Contract Award, to document that they are "responsible" bidders to the complete satisfaction of the Owner. They may thus be required to show that they have the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. Griffin RESA shall have the absolute right to determine contractor responsibility and responsiveness to this solicitation.

**2. PURCHASE ORDER**

- a. The purchase order prepared and mailed, or otherwise furnished, by Griffin RESA to the successful bidder within the time for acceptance specified, results in a binding contract (which includes the solicitation, bid, addendum(s), and contract award letter) without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

**3. SAMPLES**

- a. Samples, when required, shall be furnished free of expense to Griffin RESA according to solicitation instructions or within ten (10) days of date of request. Samples shall be tagged with bidders name and bid number. Samples not used or destroyed in testing, will be returned to the bidder upon request and at the bidder's expense after contract award. Cost of inspection or testing of samples, which prove not to meet specifications, shall be paid by the Vendor.

**4. REJECTION OF A BID**

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a bid or removal from the list of bidders.
- b. Bids will be rejected if:
  - i. The acceptance period is limited to less than required by the solicitation (normally ninety [90] days).
  - ii. The bidder fails to submit requested samples within the time specified by Griffin RESA.
  - iii. The bid contains a minimum order/ship quantity or dollar value (unless called for in the solicitation).
  - iv. The bid contains a pre-payment and/or progress payment requirement (unless called for in the solicitation).
  - v. The bid fails to include all appropriate elements of all addenda issues to the solicitation.
  - vi. The bid contains terms and conditions which are in conflict with the solicitation of Griffin RESA regulations, or that otherwise may be construed as qualifying the bid.
  - vii. The bid does not meet the terms and conditions of this solicitation or imposes terms and conditions not acceptable to Griffin RESA.

**5. AWARD**

- a. The award of the contract shall be made based on any or all of the following areas, price, brand names, minimums, quantities, service and/or responsive and responsible bidder complying with all applicable requirements.
- b. Unless the solicitation gives notice of an all-or-none award, Griffin RESA may accept any item or group of items of any bid, whichever is in the best interest of Griffin RESA.
- c. Bidders agree that their bids are subject to acceptance at any time within ninety (90) days after opening, unless otherwise stipulated in the solicitation.
- d. Griffin RESA may accept or reject any/or all bids, parts of bids, may waive informalities, technicalities and irregularities. The judgment of Griffin RESA on such matters shall be final.
- e. The solicitation (including all addenda), bid, contract notification letter or establishing purchase order, attachments (either attached there or by reference), shall constitute the entire binding contract on the terms set forth and is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia. If any language of the bid or any of the Vendor's attachments, appendices, addenda, or other documents submitted in response to the solicitation (including addenda) differ, the language of the solicitation (including addenda) shall govern and control for all purposes, unless consented to and agreed to by Griffin RESA in writing.

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**BID CONDITIONS**

**SECTION 3 – POST AWARD**

**1. CONTRACT ASSIGNMENT**

- a. No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the contract may be sublet, subcontracted, or otherwise assigned by the Vendor without the prior written consent of Griffin RESA.

**2. COST OF INSPECTION OR TESTING**

- a. Cost of inspection or testing of products or materials delivered under an awarded contract which does not meet specifications shall be paid by the Vendor.

**3. PAYMENT**

- a. The Vendor shall invoice Griffin RESA on a monthly basis. If payment is to be made by line item, when a single line item has been satisfactorily delivered, complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, goods provided/work performed and period of work. Griffin RESA reserves the right to modify these terms should extenuating circumstances prevail.

**4. TERMINATION FOR DEFAULT**

- a. In the event any property or service to be furnished by the Vendor under a contract or purchase order should for any reason not conform to the requirements for this solicitation, Griffin RESA may reject the property or service and terminate the contract for default. With specific instructions by Purchasing, the Vendor shall immediately remove the rejected property or goods and replace with such property, goods or services conforming to the requirements of this solicitation without expense to Griffin RESA.
- b. If the contract is terminated for default, Griffin RESA may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the Vendor or that may thereafter become due to the Vendor, the difference between the contract price and the actual cost of the property, goods or service to be replaced or substituted. If monies due to the Vendor are not sufficient to satisfy the debt, the Vendor shall pay any monies due to Griffin RESA within thirty (30) days of written notice. Price paid by Griffin RESA in such event shall be the prevailing market price at the time the substitute purchase is made.
- c. Failure by a Vendor to perform on delivery of goods or services as specified may also result in the removal of the Vendor from doing business with Griffin RESA for a period of up to one (1) year.

**5. TERMINATION FOR JUST CAUSE**

- a. Griffin RESA reserves the right to terminate for just cause a contract awarded through this solicitation.

**6. COMPLIANCE WITH APPLICABLE STATE, FEDERAL AND LOCAL LAW**

- a. The Vendor shall at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes; comply with all applicable Local, State and Federal laws, ordinances, rules and regulations. The Vendor shall maintain the licenses required in a current status after award and throughout the course of the contract.
- b. The Vendor shall agree that in the performance of the contract, they will comply with all local agreements which they have made with any association, union, or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

**7. NON-APPROPRIATION**

- a. Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Vendor by Griffin RESA solely from appropriations received by Griffin RESA. In the event such appropriations are determined, in the sole discretion of the Executive Director, no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of Griffin RESA at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Executive Director of Griffin RESA shall certify to the Vendor the occurrence thereof, and such certification shall be inclusive.



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**BID CONDITIONS**

**SECTION 4 – OTHER**

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**1. NON-DISCRIMINATION**

- a. The contractor, by the submission of a bid or the acceptance of an order or contract, does agree to provide the goods and services covered under the bid or contract and not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex or any other legally protected status.

**2. RESA DISCRIMINATION**

- a. Griffin RESA does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any legally protected status in any of its employment practices, education programs, services or activities.

**3. MINORITY AND FEMALE BUSINESS ENTERPRISES**

- a. It is the intent of Griffin RESA to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in Griffin RESA, Southwest Georgia RESA and West Georgia RESA purchasing requirements. The successful Vendor is encouraged to use local Vendors whenever possible in the execution of this contract.

**4. LOCAL BUSINESS PARTICIPATION**

- a. It is the intent of Griffin RESA to assure that local businesses have an opportunity to participate in Griffin RESA purchasing requirements. The successful Vendor is encouraged to use local Vendors whenever possible in the execution of this contract.

**5. DRUG-FREE WORKPLACE**

- a. By submission of a bid, the bidder certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Vendor's employees during the performance of the contract. The bidder also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug-free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. §50-24-3 may cause suspension, termination of contract, or debarment of such bidder.

**6. CERTIFICATION OF NON-COLLUSION**

- a. By submitting a bid the bidder certifies that: "this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. Collusive bidding is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

**7. INDEMNIFICATION**

- a. It is expressly understood that Griffin RESA shall not be liable to any Vendor and that said Vendor will hold harmless Griffin RESA, its officers, employees and agents from any loss, damage, expense or liability arising out of or in connection with this solicitation.

**8. AUTHORIZED OFFICIAL**

- a. It is agreed that all conditions of the bid shall be abided and that the person signing this bid is authorized to sign the bid for the bidder.

**9. SOLICITATION TERMINATION**

- a. In any event in which this solicitation is terminated or canceled, in whole or in part, or all bids are rejected, there shall be no liability on the part of Griffin RESA for any costs incurred by bidders or potential bidders in relation to the solicitation.

**10. RIGHTS AND REMEDIES**

- a. The rights and remedies of Griffin RESA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**11. GEORGIA LAW**

- a. The laws of the State of Georgia shall govern the contract between Griffin RESA and the Vendor. In the event of litigation, the exclusive venue and place of jurisdiction shall be Spalding County, Georgia.

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**ADDITIONAL CONDITIONS**

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**1. CONTRACT TYPE**

- a. The contract type contemplated for this requirement is a Requirements Contract.

**2. CONTRACT TIME FRAME**

- a. The performance period for contract is one (1) year, subject to paragraph three (3), Options below.

**3. OPTIONS**

- a. In addition to the base period of one (1) year, there are three (3) one (1) year options to be exercised at the sole discretion of Griffin RESA at the same terms, conditions, and pricing of the base year, subject to paragraph four (4) Authorized Price Increase After Award of Contract.

**4. AUTHORIZED PRICE INCREASE AFTER AWARD OF CONTRACT**

- a. In the event the requested brand names and models are discontinued by the manufacturer, and are replaced with new models, or the manufacturer's price increases, the following pricing mechanisms shall apply:
  - i. Only one (1) price change per item in the base year, plus one (1) price change per item in the option year. Only if the above conditions exist.
  - ii. Price changes will be allowed only if the contractor provided to Griffin RESA a letter from the manufacturer on the manufacturer's letterhead with an authorized signature and date, stating that the bided items are discontinued and identifying the replacement items. The letter shall also state the current manufacturer's price along with the manufacturer's increased price. The manufacturer shall certify that the Griffin RESA price increase is "across the board" for all customers. This is the only cost increase Griffin RESA will accept during the course of this contract. **Note: The increase that will be allowed is the total dollar increase in the manufacturer's price. No additional profit or administrative cost will be allowed.**
  - iii. Price change from the manufacturer shall go into effect thirty (30) days after written notification is received by Ted Manolis, Purchasing Agent.

**5. CATEGORIES OF AWARD**

- a. Griffin RESA reserves the right to award in the best interest of Griffin RESA.
- b. Should purchase unit differ between Vendors, per each/unit cost will be the basis for analysis; whichever is most advantageous to Griffin RESA.

**6. REQUIREMENTS CONTRACT CLAUSE**

- a. This is a Requirement Contract for Griffin RESA Office. The quantities of Printer Toner and Cartridges specified in the schedule are estimates only. There are no guarantees as to the amount Griffin RESA will purchase over the time period stated, and therefore, no liability for non-purchase. More or less of the estimated quantity may be purchased.
- b. Delivery or performance shall be made only as authorized by Purchase Orders issued by Griffin RESA. The Vendor shall furnish to Griffin RESA all items specified in the schedule of the order issued by Griffin RESA.

**7. DOCUMENTATION**

- a. Specification Sheet

**8. INSPECTION**

- a. All goods shall be subject to inspection after arrival at destination. In any instance where the drained or net weight, quality or condition of the item is questioned, Griffin RESA reserves the right at the Vendor's expense to return the product.

**9. RECEIPT OF ADDENDUM CLAUSE**

- a. Addenda issued to solicitation will be available at the Griffin RESA office (440 Tilney Avenue, Griffin, Georgia 30224) and on the department web site located at [www.griffinresa.net](http://www.griffinresa.net). Griffin RESA shall not bear responsibility for receipt of addenda by mail. If Vendors do not acknowledge receipt of all addenda, the bid may be determined to be non-responsive.

**10. INVOICING**

- a. Invoices shall be mailed to Griffin RESA to:  
Griffin RESA  
440 Tilney Avenue  
Griffin, Ga. 30224
- b. A separate invoice is required for each purchase order. Additionally, Vendors will not invoice until the order is complete.
- c. Purchases by Griffin RESA are not subject to state or federal taxes. Tax Exemption Certificates will be provided upon request.

**11. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

- a. All vendors/contractors providing services/commodities and/or making deliveries to any other RESA facility shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award. Failure to complete, sign, notarize, and return the Immigration and Security Form (Appendix 1) with your bid/proposal shall result in your bid being declared non-responsive.

**12. CONTRACT AWARD**

- a. Bidder will be notified by a bid tab. The bid tab **does not** serve as notice to proceed or authorize delivery of the goods/commodities/services. The purpose of the bid tab is to advise the vendor that the contract has been awarded to their company. The bid tab **is not** a guarantee that goods/commodities will be ordered. A purchase order will be issued to authorize the purchase of the goods/commodities/services. Delivery/release of goods/ commodities/services is not authorized until the issuance of a purchase order.

**13. SUBMITTALS**

- a. Bidders/Offerors are responsible for submitting bids/offers/submittals so as to reach the Griffin RESA office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the bidder/offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.
- b. Griffin RESA shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

**14. DEBARMENT AND SUSPENSION**

- a. Any bidder on a contract exceeding \$25,000 will be checked for debarment and suspension action in compliance with 7CFR 3017. The website [www.epls.gov/](http://www.epls.gov/) will be the official record of debarment and suspension activities.

**15. OWNER'S REPRESENTATIVE**

- a. The owner's representative for this contract is Ted Manolis, Purchasing Agent or his designee.

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**SPECIFICATIONS**

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**1. SCOPE OF WORK**

- a. Griffin RESA seeks to purchase "Printer Toner and Cartridges" as listed on the bid schedule.

**2. SPECIFICATIONS**

- a. All items as specified on bid schedule (Appendix 2).

**APPENDIX 1**

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Invitation for Bid No.:</b>	009-2015 Printer Toner and Cartridges

**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 Contractor identified above has registered with and is participating in a federal work authorization program\*, 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 Griffin RESA, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Griffin RESA at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
**EEV / E-Verify™ Company 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 \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

\*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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Invitation for Bid No. 009-2015 OEM Printer Toner and Cartridges  
Closing Date: December 1, 2014

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Invitation for Bid No.:</b>	009-2015 Printer Toner and Cartridges

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR:** Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to Griffin RESA within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

<b>Contractor's Name:</b>	
<b>Subcontractors:</b>	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Invitation for Bid No. 009-2015 OEM Printer Toner and Cartridges  
Closing Date: December 1, 2014

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>Invitation for Bid No.:</b>	009-2015 Printer Toner and Cartridges

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of Griffin RESA, identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
**EEV / E-Verify™ Company Identification Number**

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor 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 \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

\*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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**APPENDIX 1**

**CERTIFICATE OF NON-COLLUSION**

By responding to this solicitation (Invitation for Bid No. 009-2015 Printer Toner and Cartridges), the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Griffin RESA, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Griffin RESA; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation (Invitation for Bid No. 009-2015 Printer Toner and Cartridges) and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards, and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the supplier.</b>	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**



**APPENDIX 2**

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**VENDOR INFORMATION FORM**

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

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

City, State Zip: \_\_\_\_\_

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

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

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

**REFERENCES**

Please provide as references, the names of at least three (3) local corporate clients you have served for at least two (2) years.

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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**APPENDIX 2**  
**BIDDER'S CHECKLIST**

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

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

Initial the following:

- \_\_\_\_\_ We acknowledge receipt of addendum(s).
  
- \_\_\_\_\_ We acknowledge that there are three (3) option years which will be exercised at the sole discretion of Griffin RESA. Option years shall honor the same terms and conditions as the base year. Price increases shall only be approved by Griffin RESA Finance and Business Manager (individually for each entity listed) and shall be based on an authorized price increase as set forth in the Invitation for Bid solicitation.
  
- \_\_\_\_\_ No conditions, restrictions or qualifications have been placed by the Vendor/Company on this bid that would have the bid declared non-responsive.
  
- \_\_\_\_\_ Prices listed on the bid schedule meet all specifications as specified.
  
- \_\_\_\_\_ Prices listed on the bid schedule are F.O.B. Destination.
  
- \_\_\_\_\_ Specification documentation required for each item shall be returned with the bid response.

\_\_\_\_\_  
Type or Print Name of Person Completing Checklist

\_\_\_\_\_  
Signature of Person Completing This Checklist

\_\_\_\_\_  
Date

**If not bidding, please complete above, initial applicable space below and return this page only. Please indicate NO BID with Bid Number on outside of envelope.**

\_\_\_\_\_ NO BID – Unable to bid at this time. Would like to receive future bids.

\_\_\_\_\_ NO BID – Remove from Bidder's List.

**Read and complete this checklist before submitting bid response.**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Invitation for Bid No. 009-2015 OEM Printer Toner and Cartridges  
Closing Date: December 1, 2014

**BID SCHEDULE: 009-2015 Printer Toner and Cartridges**

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**BID RESPONSE**

**REMEMBER:**

Responders are instructed to read carefully the Invitation, Conditions, Preliminary Contract Terms, and Conditions/Terms Specific to this Invitation for Bid (IFB) and all Attachments. All prices shall be submitted on the enclosed/attached bid schedule in a hard copy format.

Pages 14-19 constitute the print/hard copy format submission.

Faxed responses shall NOT be accepted.

Invitation for Bid No. 009-2015 OEM Printer Toner and Cartridges

Closing Date: December 1, 2014