



Savannah-Chatham County Public School System

208 Bull Street / Savannah, Georgia 31401 / 912.395.1000

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Athletic Balls (Annual Contract)**. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to **6/19/2018 11:00:00 AM**, at which time they will be publicly opened and examined. If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "No Bid".

Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will not be accepted. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered and will be returned unopened to the bidder.**

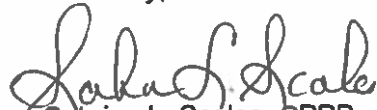
Enclosed is a bid packet, which outlines the items being solicited and instructions which describe the submission of the bid.

All bids must be submitted in a sealed envelope with the bid number, bid name, and the closing date and time clearly marked on the outside. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above. A copy of the bid results will be posted to the District's website within seventy-two (72) hours after the closing date.

Please include in the bid package a copy of firm's current business license and certificate of insurance. Bidders shall file all documents necessary to support their bid and include them with their submission.

If you have any questions concerning this bid, please submit them in writing to **Joan Carter, Purchasing Agent** at the address above or fax them to (912) 201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Sincerely,


Sabrina L. Scales, CPPB
Purchasing Director

Mission - To ignite a passion for learning and teaching at high levels.

Vision - From school to the world: All students prepared for productive futures

"AN EQUAL OPPORTUNITY EMPLOYER"

INVITATION TO BID # 18-60

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for **Athletic Balls (Annual Contract)** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. Pricing

No charge will be allowed for those federal, state or local sales and excise taxes where the Board is exempt by state and Federal law. A tax exemption certificate will be furnished by the Board to the successful bidder upon request.

The Board will factor any rebates offered for total dollar volume or quantities ordered over the performance period of this contract in the award of this bid.

NOTE: Although pricing will weigh heavily in the award of this contract, bidders will have to meet lead time, service and quality criteria to be considered a "responsible" bidder who is eligible for award. In the event the bidder wishes to provide items specified(s) above and beyond the stated requirements of this bid at "no cost" to the Board, these services should be identified and included in the bid response.

B. Shipping, Delivery, Terms of Payment & Invoicing

The Board requires orders to be shipped F.O.B. destination to the designated site. Since the successful bidder(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the bidder.

Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications.

The Board's Purchasing Director reserves the right to charge the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Board's Purchasing Director and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the vendor.

Title and risk of loss to the items shall remain with the bidder until the items in a completed state have been delivered to and accepted by the Board.

The successful bidder agrees to reference the following on all shipping documents and invoices:

1. Purchase Order Number
2. Bid Number 18-60
3. Serial Number (as applicable)
4. Part Number/Description/Nomenclature
5. Quantity Ordered
6. Quantity Shipped
7. Site Destination

Failure to ship order in its entirety will prevent payment of your invoices. **Per Board policy, backorders will not be accepted.** Accordingly, successful bidder(s) should not invoice until one shipment has been made for all items on order.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education
ATTN: ACCOUNTS PAYABLE
208 Bull Street, Room 119
Savannah, GA 31401

Terms of payment will be 2% 10 Net 40 Days.

C. General Specifications/Scope of Work

Specifications/Scope of Work for items/services to be purchased are detailed in the attached Specifications Sheet/Scope of Work "Attachment A" following Section III.

When reference is made in the bid specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event a bidder is offering another manufacturer and/or model number other than stated in the specification, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the bidder. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the Board staff and their decision shall be final.

Bids on equipment must be on standard, new equipment of the latest model and in current production, unless otherwise specified. Used, reconditioned or refurbished equipment is not acceptable unless otherwise specified.

All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.

Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the Board.

D. Discontinuation of Equipment

In the event items requested are discontinued by the manufacturer, bidder shall substitute an equivalent replacement item from the same manufacturer at equal or lower pricing. Bidder shall advise of any anticipated discontinuations. Proposed replacement equipment must be submitted for review and approval prior to completion of any substitution.

E. Submittal of Objections

Objections from bidders to this Invitation to Bid and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The bidder shall submit any objections in writing not less than (5) days prior to the opening of the bid. The objections contemplated may pertain to form and/or substance of the ITB documents and specifications. Failure to object in accordance with this procedure will constitute a waiver on the part of the bidder to protest this Invitation to Bid.

F. ITB Interpretations/Addenda

If any questions should arise pertaining to the ITB documents, the bidder may mail or fax a written request for interpretation to:

Savannah-Chatham Board of Public Education
ATTN: Sabrina L. Scales, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
FAX No.: (912) 201-7648

Any interpretation of documents shall be made by addenda to the ITB. Copy of such addenda will mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **Thursday, May 31, 2018**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the seventy-two (72) hours prior to the date and time set for opening bids. All addenda issued against this project will be posted to the District's website.

Any addenda issued during the time of the ITB shall be covered in submitted bids, and in closing the contract shall become a part thereof.

G. Failure to Respond

If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "No Bid".

H. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder may withdraw a bid prior to the bid opening date and time by requesting to do so in writing.

I. Standards of Acceptance of Bid for Contract Award

The Board reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation show it is not in a position to perform the contract.

J. Compliance With Laws

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.

K. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Bidders should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

L. Cancellation/Default of Contract

In the event the successful bidder, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor at least thirty (30) days before that termination date. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

M. Certification of Independent Price Determination

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:

1. The pricing structure in this bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. The pricing structure which has been quoted in this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. Local and/or Minority/Women Business Enterprise (LMWBE)

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBEs") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their business.

For the purposes of this policy, good faith efforts may include, but not be limited to, the following:

- Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities.
- Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.
- Communicate with the City of Savannah's Office of Economic Development to identify available and qualified LMWBE firms.
- Review the District's list of vendors indicating an interest in providing services to the District.
- Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities.
- Assign substantive work to LMWBEs or LMWBE teaming partners.

For the purposes of this policy, a Local Business Enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah, Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

For the purposes of this policy, a Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority or persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African American: A person with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and
4. American Indian: A person with origins from the indigenous people of North America.

For the purposes of this policy, a Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

SCCPSS shall, through their program management and construction management providers, engage in efforts to communicate opportunities afforded by the District's facilities construction, maintenance and repair programs to LMWBEs, including but not limited to:

- Communicate opportunities associated with SCCPSS facilities construction, maintenance and repair programs to the citizens of Chatham County.
- Work with other local governments and relevant community organizations to provide technical assistance and guidance to LMWBEs;
- Develop strategies to assist prime contractors in maximizing their utilization of LMWBEs;
- Develop and provide informational sessions to educate LMWBEs in the requirements of the District's procurement process;
- Provide notices as outlined above and maintain a list of vendors who have provided or are interested in providing services to the SCCPSS, as outlined above.

SCCPSS may, from time to time, audit vendor contracts with and payments to LWMBE contractors and subcontractors and may require that proof of such contracts and payments be provided to the SCCPSS.

All bidders must read and complete all documents included in Attachment "C" with all pertinent Exhibits.

O. "Responsive" Bidder Criteria

- Availability of Products/Services
- Warranties/Guarantees
- Ability to Meet Equipment Specifications/Bid Conditions
- Documented Quality of Product and Manufacturer

- Service and Support Capability

P. Qualification of Bidder

A responsible bidder is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation to Bid. The Board has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service requested.

Q. Bid Clarification

The Board reserves the right to request clarification of information submitted and to request additional information from any and all bidders.

R. Compliance with Specification/Terms and Conditions

The Invitation to Bid, Legal Advertisement, General Terms and Conditions, Bid Submittal Instructions, Special Terms and Conditions, Specifications, Attachments to Bid, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidder's proposal or bid and by reference are made a part hereof.

S. Award of Contract

The contract, if awarded, will be awarded to the responsible bidder submitting the lowest pricing structure. Product quality, service issues and other factors stipulated above in Condition "O" must be met to the satisfaction of the Board for a bid to be considered responsive. Moreover, the Board will award the contract to the next most qualified bidder if the selected bidder is unable to execute a contract and provide delivery within the time parameters specified in this ITB.

In the case of a tie, bids shall be awarded on the following criteria:

1. Savannah-Chatham County Minority/Women Business Enterprise
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

If no bidders meet any of the above criteria, then tie bids will be awarded by means of a coin flip performed by the Purchasing Agent and witnessed by one other Board employee.

Any contract resulting from the acceptance of a bid shall contain, at a minimum, all applicable provisions of this Invitation to Bid.

The successful bidder will be notified on the award of this contract by a Notice of Award letter from the Director of Purchasing or his/her designee.

The successful bidder shall not accept purchase orders under this Invitation to Bid or any amendment hereafter until a written Notice of Award is issued by the Purchasing Director or his designee. If the successful bidder ships material or provides any services prior to receiving official notification, he does so at his own risk and the District shall not be held liable.

T. Vendor Performance

The successful bidder(s) will be evaluated by the Board over the duration of the contract period. Performance will be documented. Poor performance may result in the vendor being disqualified on future bids.

U. Signed Bid Considered Offer

The signed bid shall be considered an offer on the part of the bidder, and shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the Board may take such action as it deems appropriate, including legal action for damages or lack of required performance.

V. Public Information

It is the policy of the Board that at the conclusion of the selection process, the contents of all bids will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the bid. Failure to list all proprietary sections of the submitted bid shall relieve the Board from any responsibility should

such information be viewed by the public, a competitor, or be in any way accidentally released.

II. Bid Submittal Instructions

All bids must be prepared in the standard format described below in order to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the bid to be deemed unresponsive and therefore, be excluded from consideration. Any proposed deviation from the requested item/scope of services must be noted and fully explained.

A. Completion of Certification Form & LMWBE Program Information Form

1. Complete the attached Certification Form. Include a contact person for this bid with a phone number where that person may be reached. **Include this form as the first page of the submittal.**

The bidder is also required to provide references, including phone number, fax number, email address and a contact person, of at least three firms for whom similar items or services have been supplied.

2. Complete the LMWBE Information section with pertinent information for minority/women/majority designation.
3. Complete the "Where Did You Hear About This Bid" section. This information is for statistical use only.
4. Complete all pertinent documents within Attachment "C".

B. Completion of Bid Submittal Form

For each item listed on the Bid Submittal Form, include the manufacturer and part number being bid and the unit cost for each item listed.

C. Bid Preparation and Submittal

All bids shall be:

- Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.** Facsimile, printed, copied or typewritten signatures are not acceptable.
- Submitted in a sealed envelope, which is plainly marked with the bid number and title, and date and time of bid closing. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above.
- Submitted on bid submittal forms as included in this ITB and in accordance with instructions stated above.
- Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Closing date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility and risk for having the bid deposited on time and at the place specified on the first page of this ITB. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. Late bids will be returned unopened to the bidder.
- Bids submitted by facsimile transmission will not be accepted.
- Considered an irrevocable offer for a period of one hundred-twenty (120) days from the date of public bid opening.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid submittal constitutes an offer and may not be withdrawn except as provided herein.

Bidders shall provide **two (2) copies** of submitted bid containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the bid proposal.

III. Special Terms and Conditions

The bidder agrees that the Board shall have the right to place purchase orders referencing 18-60 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the

availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

A. Pricing

The bidder shall provide a **unit price for each item** on this ITB which will remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

The bidder shall provide a **lump sum price totaling all items** on this ITB.

B. Performance Bonds

If the specifications so state, the successful bidder may be required to furnish a performance bond equal to the full amount of the contract guaranteeing the faithful performance of such a contract. The performance bond shall be submitted to the Board upon execution of the contract and shall be maintained in full force and effect until the contract has been completed. The cost of the performance bond shall be borne by the successful bidder. The surety company furnishing such a bond shall be authorized to do business in the State of Georgia.

C. Samples/Demonstrations

The Board reserves the right to request samples after bids are opened and before the award is made. Samples, when requested must be submitted in accordance with instructions. Samples must be furnished free of charge and if not destroyed during testing will be returned at the bidder's expense. A request for the return of samples must be made within 10 days following the opening of the bid. A call tag must be furnished and all shipping costs shall be at the bidder's expense. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and part/model number.

The Board, at its discretion, may request a demonstration of offered equipment prior to bid award. This demonstration shall be at the expense of the bidder.

D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **12** months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

**BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB # 18-60**

The undersigned bidder certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this Invitation to Bid; and further certifies that the bid submitted is in accordance with all documents contained in this Invitation to Bid package, and that any exception taken thereto may disqualify his/her bid.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This _____ day of _____, 20____. By _____
Name (printed)

Title *Signature*

Company

Address (Street, City, State, Zip)

Phone No. *Fax No.*

Federal Taxpayer I.D. No. *e-Verify No.*

Contact Person for This Bid *Phone Number*

Acknowledge Receipt of Addendum(s) # _____ # _____ # _____ # _____ # _____ # _____

Local and/or Minority/Woman Business Enterprise Development Information

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status.

- | | | |
|---|------------------------------------|--|
| <input type="checkbox"/> Local | <input type="checkbox"/> Woman | <input type="checkbox"/> Asian-American |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Majority | <input type="checkbox"/> Non-Local | |

HOW DID YOU HEAR ABOUT THIS ITB? (This information is for statistical use only.)

- | | |
|--|--|
| <input type="checkbox"/> City of Savannah, Dept. of Economic Development | <input type="checkbox"/> The Herald Legal Ad |
| <input type="checkbox"/> Received Request by Mail | <input type="checkbox"/> The Savannah Tribune Legal Ad |
| <input type="checkbox"/> Visiting the Purchasing Office | <input type="checkbox"/> Savannah News Press Legal Ad |
| <input type="checkbox"/> Other: _____ | |

Name, Title *Authorized Signature* *Date* _____ / _____ /20____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public; My Commission Expires: _____

**SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM- PURCHASING DEPARTMENT
NO BID STATEMENT**

In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

- Specifications- Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*
- Manufacturing- Unique item, production time for model has expired, etc.
- Bid Time- Insufficient time to properly respond to bid or proposal.
- Delivery Time- Specified delivery time cannot be met.
- Payment - Payment terms unacceptable. *(Please be specific)*
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - Remove our firm from your bidders list for the particular commodity or service.
- Keep - Please keep our company on your bidders list for future reference.
- Project is: _____/ Too Large _____/ Too Small _____/ Site or Location is Too Distant
- Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*

VENDOR STATEMENT:

CONSTRUCTION PROJECTS ONLY: Our Company is interested in this project as a:

- Prime Contractor Sub-Contractor Supplier/Distributor

Bid/RFP Number: 18-60 **Title:** Athletic Balls (Annual Contract)

Signature/Title

Company Name

Telephone Number

SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT
Telephone (912) 395-5572 Fax (912) 201-7648

**ITB # 18-60
Athletic Balls (Annual Contract)**

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
2. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
3. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
4. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
5. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
6. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
7. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Savannah-Chatham County Public School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

18-60 Athletic Balls (Annual Contract)

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on:

_____, 201_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 201_____

NOTARY REPUBLIC

My Commission Expires

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 _____ on behalf of the Savannah-Chatham County Public School System ("SCCPSS") has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

18-60 Athletic Balls (Annual Contract)

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on

_____, 201_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 201_____

NOTARY REPUBLIC

My Commission Expires

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUBCONSULTANT/SUPPLIERS

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 _____ and _____ on behalf of (Savannah-Chatham County Public School Systems ("SCCPSS")) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

18-60 Athletic Balls (Annual Contract)

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on

_____, 201_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 201_____

NOTARY REPUBLIC

My Commission Expires

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUB-SUBCONSULTANT/SUPPLIERS

DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.
3. List any convictions or civil judgments under state or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any government agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of material and workmanship.
8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
9. List any pending civil actions against company for nonperformance of contract.

I, _____, of _____
Name of Individual Title & Authority *Company Name*

declare under oath that the above statements, including any supplemental responses attached hereto, are true.

Signature

State of *County of*

Subscribed and sworn to before me on this _____ day of _____ 20____
by representing him/herself to be of the company named herein.

BID SUBMITTAL FORM

**ITB # 18-60
Athletic Balls (Annual Contract)**

| Item # | Description | Estimated Annual Qty | Packaging | Unit Cost | Extended Cost |
|--------|--|----------------------|-----------|-----------|---------------|
| 1 | Baseball – Wilson Model A1010, B-Pro (No Substitution) | 134 dz | Dozen | | |
| 2 | Men's Basketball – Wilson Wave B0610 (No Substitution) | 126 ea | Each | | |
| 3 | Women's Basketball – Wilson Wave B0611 (No Substitution) | 126 ea | Each | | |
| 4 | Varsity Football – Wilson Model #GST Model F1003 or F1005 (No Substitution) | 80 ea | Each | | |
| 5 | Middle School Football – Wilson Model #TDY (No Substitution) | 55 ea | Each | | |
| 6 | Golf Balls – Bridgestone Model #B330 (No Substitution) | 96 dz | Dozen | | |
| 7 | Golf Balls – Taylor Made Model #Burner (No Substitution) | 96 dz | Dozen | | |
| 8 | Softballs – Wilson Model #A9011 BSST-12" optic yellow (No Substitution) | 106 dz | Dozen | | |
| 9 | Soccer Ball – SELECT "Royale" 01-253 (No Substitution) | 184 ea | Each | | |
| 10 | Tennis Balls – Penn "Championship" 3 balls per can/24 cans per case/ 72 balls per case (No Substitution) | 36 cs | Case | | |
| 11 | Tennis Balls – Wilson "Championship" 3 balls per can/24 cans per case/ 72 balls per case (No Substitution) | 36 cs | Case | | |
| 12 | Volley Ball – Molten IV58L-3-HS Super Touch (No Substitution) | 116 ea | Each | | |

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of one-hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To deliver within the timeframe stated in the bid response.
4. To hold pricing firm for the duration of the contract.

Delivery can be made within _____ days after receipt of an authorized purchase order.

Firm Submitting Bid: _____

Name/Title of Individual Submitting Bid: _____

Signature: _____

ATTACHMENT "A"
SPECIFICATIONS
ITB # 18-60

Athletic Balls (Annual Contract)

1.0 GENERAL INTENT

The intent of these specifications is to solicit pricing to purchase athletic balls as needed within the Savannah-Chatham County Public School System as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form. All equipment supplied under a resulting contract(s) will be purchased on an "as needed" basis for the duration of the contract. All equipment must be new, no used, reconditioned, remanufactured or display equipment will be accepted.

2.0 "CONE OF SILENCE" REQUIREMENTS

A "Cone of Silence" is imposed upon this invitation to bid after advertising, and terminates at the time the Board of Education awards a contract. The Cone of Silence prohibits any communications by written, oral, or electronic form by, or on behalf of, a prospective bidder for this solicitation, including any persons affiliated with or in any way related to a prospective bidder, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the bid, program managers, or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular vendor or vendors and to prevent prospective bidders from circumventing the process for selection set forth in this invitation to bid.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing's designees, at pre-proposal conferences, site visits (as applicable), presentations before selection committees, or contract negotiations with bidders selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid packet itself, (2) requests for interpretation, requests for material substitutions, protests, or similar inquiries to the purchasing department, (3) documents circulated at oral presentations before selection committees, or (4) documents circulated in connection with contract negotiations with the bidder(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing's designees. The Cone of Silence does not apply to presentations allowed by Board policy or to the Board of Education at a duly called public meeting.

3.0 GRATUITY PROHIBITION

The successful bidder shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this bid.

4.0 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.

5.0 SUBMITTALS AND ATTACHMENTS

Bidder is required to enclose with bid the following forms, certifications, and licenses. Failure to do so may result in your bid being deemed as non-responsive.

- A. Forms 1 through 7.
- B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder/Contractor will list the District as a Certificate Holder).
- C. Copy of Current Business License/Tax Certificate.
- D. State of Georgia License (As Applicable)
- E. Completed W-9 Form
- F. Contractor's Affidavit (E-Verify)

For proposals or bids to be considered, bidders shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

6.0 BASIS OF CONTRACT AWARD

Award shall be made on a total bid basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of one hundred twenty days after time has been called on the date of opening except in accordance with the provisions of law.

The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid

at any time before the Board of Education awards a contract for any reason. The District reserves the right to cancel, recall, and/or re-issue all, or any part of this solicitation, at any time.

By written request to the Purchasing Department, bidder/contractor may withdraw from the solicitation process at any time before the closing date or receipt of bids/proposals.

The Board reserves the right to accept that bid which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest bid. The Board also reserves the right to split the award if in the best interest of the Board.

7.0 CONTRACT CHANGES

By written notice to the contractor, SCCPSS may make changes, within the general scope of the contract.

8.0 ASSIGNMENT OF CONTRACT

The contract shall not be assignable by the Bidder in whole or in part without the written consent of the Savannah-Chatham County Public School System.

9.0 DESCRIPTION

The successful bidder will be required to provide the products and services requested herein. This procurement will result in an annual contract. Any deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

10.0 SPECIFICATIONS

| Item | Description | Mfg/Model | Alternates Allowed | Estimated Annual Qty |
|-------|--|--|--------------------|----------------------|
| 10.1 | Baseball | Wilson #A1010, B-Pro | No | 134 dozen |
| 10.2 | Men's Basketball Official Size: 29.5; NFHS Approved | Wilson Wave B0610 | No | 126 each |
| 10.3 | Women's Basketball NFHS Approved | Wilson Wave B0611 | No | 126 each |
| 10.4 | Varsity Football Wilson 638 WE leather with tanned in tack | Wilson #GST Model F1003 or F1005 | No | 80 each |
| 10.5 | Middle School Football Wilson 899 select leather | Wilson #TDY | No | 55 each |
| 10.6 | Golf Balls | Bridgestone B330 | No | 96 dozen |
| 10.7 | Golf Balls | Taylor Made #Burner | No | 96 dozen |
| 10.8 | Softballs NFHS approved. | Wilson #A9011 BSST – 12" optic yellow | No | 106 dozen |
| 10.9 | Soccer Ball | Select "Royale" 01-253 | No | 184 each |
| 10.10 | Tennis Balls 3 balls per can/24 cans per case/72 ball per case | Penn "Championship" | No | 36 cases |
| 10.11 | Tennis Balls 3 balls per can/24 cans per case/72 ball per case | Wilson "Championship" | No | 36 cases |
| 10.12 | Volley Ball NFHS approved. | Molten IV58L-3-HS Super Touch | No | 116 each |

11.0 SAMPLES

Upon notification by the Board the apparent successful bidder shall provide, within three (3) days, samples as requested. Samples will be provided at the expense of the bidder.

12.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

13.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall

be made by issuing an addenda and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System's Purchasing Department. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

14.0 REQUEST FOR INTERPRETATION

Interested Bidders may contact the District to obtain clarification of the bid. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648 by **5:00 pm, May 31, 2018**. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders who requested the bid. **No questions will be answered by telephone or emails.**

Due to the large number of vendors listed in certain categories of the SCCPSS vendor's list, not all vendors will necessarily be sent a notice each time an Invitation to Bid is issued. The onus rests on the vendor to view the SCCPSS website, **www.sccpss.com**, frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; **www.sccpss.com**, click on "**Divisions>Finance>Purchasing Department>Active Bids & RFPs**", click on **Bid Name to view the solicitation document. Click Supporting Docs to view additional information.**

15.0 PROTESTS

Any bidder/contractor who wishes to protest the handling or fairness of the solicitation shall express their concerns in writing to the Director of Purchasing within five (5) working days of the matter being protested. The formal written protest shall state with particularity the facts and law upon which the protest is based. The Letter of Protest shall be taken under consideration by the Chief Financial Officer and the District's Superintendent. The protesting bidder shall be notified within ten (10) business days the result of such consideration.

16.0 RIGHTS OF REJECTION

The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid at any time before the Board of Education awards a contract for any reason.

17.0 BID ACCEPTANCE PERIOD

A one-hundred twenty (120) day period from bid closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the one-hundred twenty (120) day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed cancelled.

18.0 PERFORMANCE PERIOD

This bid will establish an annual contract to remain open for one (1) year beginning with the final execution of the contract. SCCPSS reserves the right to extend the contract for one (1) additional 1- year period with bilateral agreement.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

19.0 TRANSITION PERIOD

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful bidder shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current provider is not the successful bidder, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

20.0 PRICING

Bidders shall submit unit pricing based upon the specifications detailed herein and shall include delivery to each school site. Orders will be placed by each school and/or site on an "as needed" basis. Prices submitted shall be firm for a period of one (1) year beginning with the contract award date. No considerations for price increases will be entertained during the established one (1) year contract period.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period. Vendors must submit a firm fixed price.

21.0 ESCALATION/DE-ESCALATION CLAUSE

All prices offered shall be firm against any increase for one (1) year from the effective date of the contract. Thirty (30) days prior to renewal, SCCPSS may entertain a request for escalation in an award extension with documentation provided to justify the price increase.

SCCPSS reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for the one-year extension period. This clause also enables SCCPSS to seek de-escalation on the basis of the same cited terms.

22.0 DELIVERY

Orders for materials will be delivered to any of the individual school sites or department within the Savannah/Chatham County Public School System. All prices must be FOB Destination. In addition, bidders must specify an estimated delivery time from the date of purchase order receipt.

23.0 TERMS OF PAYMENT & INVOICING

Bidders/Contractors shall invoice the Board after the noted materials/supplies have been accepted by the requesting site representative and/or site administrator. Failure to ship orders in its entirety will prevent payment of invoice; moreover, per the Board backorder policy, no backorders will be accepted. **Payment terms are 2% 10 Net 40.**

When submitting invoice for payment, the vendor shall list the following items on his/her invoice. In addition, the Bidder/Contractor shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid/RFP Number

All original invoices should be mailed to:

Savannah-Chatham County Board of Education
Attention: ACCOUNTS PAYABLE
208 Bull Street Room 119
Savannah, Georgia 31401

24.0 QUANTITIES

The estimated quantities given are intended only as a guide for the bidder. The Board does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the estimated quantities shown and the successful bidder shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract.

Bidders failing to honor or fulfill purchasing requirements during the established performance period, is subject to be removed from the bidder's list for two (2) bid cycles.

25.0 WARRANTY

A standard manufacturer warranty shall apply to all equipment, parts, and supplies provided under a resulting contract. The Bidder will guarantee that all labor, products provided are free of material defects and/or workmanship for a minimum period of twelve (12) months from the date of acceptance. Any extended warranties offered after the standard manufacturer's warranty shall be stated in bid submittal and any cost associated therewith shall be clearly stated in the bid documents.

If, during the warranty and/or extended warranty period, such faults develop, the successful Bidder agrees to immediately replace the unit or the part affected without any additional cost to the District. All equipment provided will be "new". Factory seconds, discontinued, re-manufactured, re-built, used and or surplus equipment will not be accepted. Bidder must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of the commodity or service.

26.0 TAXES

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

27.0 DELAYS AND EXTENSION OF TIME

If the Bidder/Contractor is delayed at any time in the progress of providing commodities/services by an act of or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fire, acts of God; unusual but well documented and excusable delays in performance, or other causes beyond the Bidder's/Contractor's control, or by delay authorized by the District, then the contract term of service may be extended by a contract amendment for such reasonable time as the District and the Bidder/Contractor may agree.

28.0 DAMAGES

The Contractor shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.

29.0 MINIMUM BIDDER QUALIFICATIONS

- A. The bidder shall be established in the business of providing the requested commodity.
- B. The bidder shall have been in business for a minimum of five (5) years.
- C. The bidder will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the bidder has provided commodities to in the past five (5) years that are similar to or the same as that requested herein. References shall include a brief description of the commodity provided, name of a viable contact person, email address for the current contract representative, and a fax number.
- D. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

30.0 SUBCONTRACTING

The Contractor shall not subcontract any part of the work to be covered by this contract without the District's prior written approval. All approved subcontractors Providers and their personnel assigned to this contract shall be listed as Attachment A "Personnel Listing" of this document.

The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors City/County Business License must be attached.
- Documentation of each sub and sub-subcontractor's manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

31.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

Contractor(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

32.0 FISCAL FUNDING

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

33.0 INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the "Board"), the Savannah-Chatham County Public School District, and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for loses or injuries or damages caused solely by the negligence of the Indemnitees. This indemnification does not extend beyond the scope of this contract awarded to the Contractor and the work undertaken thereunder. Nor does this indemnification extend to claims for loses or injuries or damages incurred due to the sole negligence of the Indemnitees.

This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

Suits or Claims for Infringement. Contractor shall indemnify and hold the Indemnitees harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

34.0 INSURANCE REQUIREMENTS

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractor's bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

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 and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

- a. *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.
- b. *Automobile Liability*-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- c. *Worker's Compensation Insurance*- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq.
- d. *Umbrella Liability*- Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

Upon notification of award the successful bidder will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted bid. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

35.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual.

Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

36.0 LITIGATION HISTORY

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

37.0 COMPLIANCE WITH LAWS

Bidder will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

38.0 CONTROLLING LAW AND VENUE

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

39.0 OBLIGATION OF BIDDER

By submitting a bid, the bidder/contractor covenants and agrees that they are satisfied from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

40.0 EFFECT OF LATER DETERMINATION

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 45.0 and without any other damages or relief.

41.0 OWNER'S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT

In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold the successful bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the successful bidder(s) shall fail to fulfil in a timely and proper manner their obligations under this contract, or if the successful bidder violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the successful bidder shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the successful bidder. The District may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to the District from the vendor is determined.

42.0 OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any Notice of Termination shall be issued in writing to the successful bidder at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, successful bidder must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve successful bidder of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service but no amount shall be allowed for anticipated profit on unperformed service.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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 and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
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. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

ATTACHMENT "C"
LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBEs") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their business.

The following completed documents are to be submitted with all bids:

1. Proposed schedule of LMWBE participation (Exhibit #1)
2. Documentation of Good Faith Efforts (Exhibit #2)

The following completed documents are to be submitted with all bids if applicable:

1. Joint Venture disclosure requirement form (Exhibit #3)

The successful bidder will be required to submit in duplicate and one copy submitted with contractor's request for monthly and final payments and the second copy directly to the cooperative minority and women business development program.

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

For the purposes of this policy, a Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority or persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African American: A person with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and
4. American Indian: A person with origins from the indigenous people of North America.

For the purposes of this policy, a Local Business Enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah, Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

For the purposes of this policy, a Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

**ATTACHMENT "C" – Exhibit #1
PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF BIDDER: _____

BID #: **18-60** PROJECT TITLE: **Athletic Balls (Annual Contract)**

TOTAL BID AMOUNT: \$ _____

| NAME OF LMWBE PARTICIPANT | ADDRESS | TYPE OF WORK SUB-CONTRACTED | SUBCONTRACT VALUE |
|---------------------------|---------|-----------------------------|-------------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _____ % \$ _____

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

The undersigned will enter into a formal Agreement with the LMWBE Sub-contractors/Proposers identified herein for work listed in this schedule conditioned upon execution of a contract with the Savannah-Chatham County School Board.

Signature

Title

Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date

Signature

Title

**ATTACHMENT "C" – Exhibit #2
GOOD FAITH EFFORTS REQUIREMENTS**

NAME OF BIDDER: _____ BID #: 18-60

Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

| | |
|---|---|
| <p>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</p> | <p><input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please explain:</p> |
| <p>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</p> | <p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p> |
| <p>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</p> | <p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p> |
| <p>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</p> | <p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p> |
| <p>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</p> | <p>Please explain efforts:</p> |

**ATTACHMENT "C" – Exhibit #3
JOINT-VENTURE DISCLOSURE STATEMENT**

NAME OF BIDDER: _____ BID #: 18-60

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LMWBE joint venture firm.

| Joint venture firms | Level of work | Financial participation |
|---------------------|---------------|-------------------------|
| | | |
| | | |
| | | |

**ATTACHMENT "C" – Exhibit #4
LMWBE MONTHLY REPORT**

NAME OF CONTRACTOR/CONSULTANT: _____ BID #: 18-60

PROJECT TITLE: Athletic Balls (Annual Contract)

DATE: _____ PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

| NAME OF LMWBE PARTICIPANT | ADDRESS | TYPE OF WORK SUB-CONTRACTED | MONTHLY PAYMENTS |
|---------------------------|---------|-----------------------------|------------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |

CUMULATIVE LMWBE MONTHLY REPORT: \$ _____

PERCENTAGE OF TOTAL CONTRACT: _____ %

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____ %

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: _____ Signature: _____ Title: _____

NOTES:

- Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Exhibit 1, including an accounting for any changes in LMWBE firms employed.
- This report must be completed in duplicate and one copy submitted with CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS and the second copy directly to the district's Purchasing Department.