Ladies and Gentlemen:

The Savannah-Chatham County Public School System would like to take the opportunity to announce that we are requesting Bids for Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract) under BID NO. C19-05 (ESPLOST/General Funds), by firms authorized to do business in the State of Georgia. A Pre-Bid Conference will be conducted on Wednesday, September 12, 2018, at 2:30 pm in Room 103 at Central Office, located at 208 Bull Street, Savannah, Georgia, 31401. Bidders will meet in Room 103. Bidders are encouraged to attend the Pre-Bid Conference to familiarize themselves with the solicitation and terms and conditions.

It is worth noting at the outset that this Invitation to Bid is a competitive sealed bidding process, but it is different from a traditional sealed bidding process where a single contract is awarded to the lowest, responsive, responsible bidder. Rather, this particular Invitation to Bid is called a "Line Item" Invitation to Bid, through which the District will provide a list of goods and/or services it desires to purchase (the "Bid List"). For this particular solicitation, some of goods and/or services requested by the District have been grouped into categories, such as student chairs, teacher desks, etc., in the section of the Bid List labeled "Single Vendor." It is the District's intent to award each of these categories to the bidder who offers the lowest total price for all items in each category. The result may be that the District awards a single bidder all of the categories if it is the lowest bidder for each category, the District may award a single bidder multiple, but not all of the categories, or the District may award each category to a different bidder. If the District finds after receiving its bids for the "single vendor" categories that the a single vendor cannot supply all of the requested products in a category or that a single bidder cannot supply all of the requested products in a category in a timely manner, then the District reserves the right to divide the award of a category among multiple vendors or divide a single line item in a category among multiple bidders as it determines to be in its best interest to balance its goals of getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District's delivery needs. For example, if the District determines that a single vendor cannot supply all of the student chairs its needs by the desired date, it may decide to divide the award among two bidders to ensure delivery of all the chairs that it needs by the desired delivery date.

In addition to the section of the Bid List labeled "single vendor," there is a section of the Bid List labeled "multiple vendors." The District intends to award each item in the "multiple vendors" section separately. The District may end up awarding all items in the multiple vendor section to a single bidder. It may award a single bidder multiple line items, or it may award a single item to multiple vendors, as it determines to be in its best interest to balance its interest in getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District's delivery needs. For example, if no single bidder can fill the volume of the District's order by the time requested by the District, the District may award a single line item in the "multiple vendor" list to more than one bidder to ensure all of its needs are supplied by the desired delivery date.

Offers may bid on all items and all categories, multiple items or multiple categories, or even just one item.

All bids must be delivered to the Savannah-Chatham County Public School System's Purchasing Department, Room 213, 208 Bull Street, Savannah, Georgia, 31401. The advertising dates for BID C19-05 are August 28, 2018 through September 8, 2018 and September 9, 2018 to September 27, 2018. Bids will be accepted prior to 11:00 am on Thursday, September 27, 2018 at which time they will be publicly opened and registered. If you are unable to submit a response at this time and wish to remain on our list of potential providers, complete and return the Optional No Bid Statement found in this packet. All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. 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 delivered to and stamped by the Purchasing Department personnel before the deadline indicated. 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 to the bidder unopened.

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

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBE") 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.

All bids must be submitted in duplicate in a sealed envelope, with the bid number, title and submittal date and time clearly identified on the outside of the envelope. If bid materials require additional envelopes, then all mailing articles must be combined together with the marked envelope on top. If you wish to receive a copy of the bid results, enclose a self-addressed envelope and a bid tabulation will be mailed to you.
Please include in the bid package a copy of the current business license. If you have any questions concerning this bid, please submit them in writing to 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.

Very truly yours,

[Signature]
Satinna Scales, C.P.P.B.
Purchasing Director
BID REQUIREMENTS
INVITATION TO BID #C19-05

The Savannah-Chatham County Public School System hereinafter referred to as the "District" will receive sealed bids from licensed firms at 208 Bull Street, Savannah, GA 31401 in Room 213. Bids must be physically placed in the hands of the District's Purchasing Department by 11:00 am on Thursday, September 27, 2018, the time legally prevailing in Savannah, Georgia for Bid #C19-05 Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract). At the time and place noted above, the bids will be publicly opened and announced.

Official bid documents are available on the website, www.sccpss.com, or from the location listed below:

1. Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, GA 31401.

Bidders are cautioned that acquisition of Bidding Documents through any other source is not advisable. Acquisition of Bidding Documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information upon which to base a bid.

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/her 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.

In addition to any other penalties provided by law, violation of the Cone of Silence by any prospective bidder may result in the rejection of the prospective bidder's bid response and disqualify the prospective bidder from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District's Purchasing Department.

The Contract, if awarded, it will be awarded on a “Line Item” basis. With this solicitation, the District has provided a list of goods and/or services it desires to purchase (the "Bid List"). For this particular solicitation, some of the goods and/or services requested by the District have been grouped into categories, such as student chairs, teacher desks, etc., in the section of the Bid List labeled "Single Vendor." It is the District's intent to award each of these categories to the bidder who offers the lowest total price for all items in each category. The result may be that the District awards a single bidder all of the categories, or the District may award each category to a different bidder. If the District finds after receiving bids for the "single vendor" categories that a single vendor cannot supply all of the requested products in a category or that a single buyer cannot supply all of the requested products in a category in a timely manner, then the District reserves the right to divide the award of a category among multiple vendors or divide a single item in a category among multiple bidders as it determines to be in its best interest to balance its goals of getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District's delivery needs. For example, if the District determines that a single vendor cannot supply all of the student chairs its needs by the desired date, it may decide to divide the award among two bidders to ensure delivery of all the chairs that it needs by the desired delivery date. The District may also designate the vendor with the best price for a category or item as "primary" and another vendor with the second best price for a category or line item as "secondary." The District may give preference to the "primary" vendor for ordering the awarded items but may go to the "secondary vendor" if the primary vendor cannot provide the quantity requested by the date required.

In addition to the section of the Bid List labeled "single vendor," there is a section of the Bid List labeled "multiple vendors." The District intends to award each item in the "multiple vendors" section separately. The District may end up awarding all items in the multiple vendor section to a single bidder, it may award a single bidder multiple line items, or it may award a single item to multiple vendors, as it determines to be in its best interest to balance its interest in getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District's delivery needs. For example, if no single bidder can fill the volume of the District's order by the time requested by the District, the District may award a single line item in the "multiple vendor" list to more than one bidder to ensure all of its needs are supplied by the desired delivery date. The District may also designate the vendor with the best price for a category or line item as "primary" and another vendor with the second best price for a category or line item as "secondary." The District may give preference to the "primary" vendor for ordering the awarded items, but may go to the "secondary vendor" if the primary vendor cannot provide the quantity requested by the date required.

Offerors may bid on all items and all categories, multiple items or multiple categories, or even just one item.
No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of Georgia law.

If the bid exceeds $100,000, the bid must be accompanied by a Bid Bond made payable to the District in an amount equal to not less than five percent (5%) of the bid. If the bid exceeds $100,000, the successful Contractor may be required to provide both a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the total Contract amount within 14 days receipt of the District's Intent to Award and prior to execution of contract.

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 not award a contract to any bidder, to cancel this invitation to bid, and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award a contract as a result of this invitation to bid.

The District has the right to disqualify any bidder from consideration when such bidder cannot demonstrate its ability to deliver requested services or when investigation shows that it is not in a position to perform the solicited services in a manner that is in the best interest of the District.

The District assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of any documents related to this invitation to bid, even if the invitation to bid is cancelled or a bidder is disqualified.

The District anticipates that the contract will be awarded to the responsive and responsible bidder who provides the lowest bid within the budget. In judging whether the bidder is responsible, the District will consider, but is not limited to, the following:

- Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
- Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2;
- Whether the bidder's past work and experience provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations. Bidder's past experience will be evaluated consistent with the requirements of O.C.G.A. §13-10-4.
- Whether the bidder's workload will allow the bidder to complete this project within the established time, quality, or cost, or to comply with the bidder's contract obligations. In evaluating the bidder's workload, the District may consider whether the bidder has submitted bids on other District projects and whether the award of multiple projects to the bidder may impair the bidder's ability to complete this project within the established time, quality, or cost, or to comply with the bidder's contract obligations or otherwise pose a risk to the District.
- Bidders' refusal to provide any documentation requested by the District to assess whether the bidder is responsive and responsible, including but not limited to: financial information, other project information, license suspension/terminations, or insurance/bonding documentation etc., If itself will be sufficient grounds for the District to deem a bidder to be non-responsive and/or not responsible.

In the event all responsive and responsible bids are in excess of the budget, the District, in its sole and absolute discretion and in addition to rejecting all bids, reserves the right either to supplement the budget or to negotiate with the lowest responsive and responsible bidder (after all deductive alternates are taken in the order defined in the Instructions to Bidders) but only for the purpose of making changes to the project that will result in a cost to the District that is within the budget, as it may be supplemented.

**BID REQUIREMENTS**

**INSTRUCTIONS TO BIDDERS**

1. **Basis of Contract:** A contract, if awarded at all, will be in substantially the form of the attached "Sample Contract," modified to identify the products to be awarded to the successful bidder at the agreed upon price, quantity, etc.

2. **Surety and Insurance Companies:** The Contract provides that the surety and insurance companies must be acceptable to the District. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, for qualified self-insurers or group self-insured, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength Rating of "A-" or better and with an A.M. Best Financial Size Category of Class V or larger.

3. **Bidding Documents:** The Bidding Documents comprise the Invitation to Bid, the Instructions to Bidders, the Bid Form, and all Addenda, upon which the bidder submits a bid.

4. **Addenda:** All Addenda issued prior to bid date adjust, modify, or change the drawings and specifications as set forth in the Addenda. All such Addenda are part of the contract. No addenda will be issued within seventy-two (72) hours of the date and time set for opening bids without an extension of the bid date as required by Law. All such Addenda are part of the contract.
5. **Submittal of Objections:** Objections from bidders to this Invitation to Bid and/or these specifications should be brought to the attention of the Board through the Director of Purchasing. The bidder should submit any objections in writing not less than five (5) days prior to the opening of the bid. The objections contemplated may pertain to form and/or substance of the Bid 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.

6. **Protest:** Any bidder(s) who wishes to protest the handling or fairness of a solicitation shall express his/her concerns in writing to the Director of Purchasing within five business days of the matter being protested. The letter of protest shall be taken under consideration by the Chief Financial Officer and the Superintendent and the protesting bidder(s) shall be notified within ten (10) business days of the result of such consideration, which may include a statement that additional time is needed to review the protest. In the event the District takes more than ten (10) business days to render a decision on the protest, which shall be final, the District will not enter into a final contract for this solicitation until the protest is resolved.

The protest notice shall include the following:

- the name, address, and telephone number of the protester
- the signature of the protester or an authorized representative of the protester
- identification of the purchasing agency and the solicitation or contract number
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents
- the form of relief requested

8. **Interpretations:** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the District Purchasing Department not later than 5:00 pm on Friday, September 14, 2018. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in an Addendum to the plans and specifications will be sent to all plan holders of record. Acknowledgement of receipt of such Addendum shall be listed in the Bid Form by the Contractor.

If any questions should arise pertaining to the bid documents, the Bidder may mail or fax (no e-mails accepted) a written Request for Interpretation to:

Savannah-Chatham County Public School System  
Attention: Sabrina L. Scales, Purchasing Director  
208 Bull Street, Room 213  
Savannah, GA 31401  
(Fax) 912-201-7648

9. **Alternates:** Bidders may submit one (1) alternate item, but **must provide** a full description (cut sheet) of the item that was specified as well as a full description of the alternate item, along with complete technical and product data information to the SCCPSS for approval by Friday, September 14, 2018 at 5:00 P.M. Once the items have been reviewed by the authorized District representative, bidders will be notified in writing, in the form of an addendum, if the items are in compliance and have been accepted or rejected by SCCPSS. It is in the best interest of the public and the intent of the District that the entire Project be constructed within the funds allocated in the Project budget.

10. **Sales Tax:** Unless otherwise provided for in the Contract Documents, the Contractor shall include in his bid all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received. Contractor shall not include sales tax on District supplied items. If sales tax is required to be paid by Contractor on District furnished items, a Change Order to Contractor shall be issued by District.

11. **Trade Names, Specifications:**

(a) **No Restriction of Competition:** When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers' names that are different from those mentioned in the Bidding Documents, application for the approval of the use of such products must reach the hands of the District at least ten (10) days prior to the date set for the opening of the bids (see Section 11(b) below). This provision applies only to the party making a submittal prior to bid. If approved by District, the District will issue an addendum to all bidders. This provision does not prevent the District from initiating the addition of trade names, brand names, or names of manufacturers by addendum prior to bid.

(b) **Request for Approval of Substitute Product:** All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the District in writing. For the District to prepare an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application to the District for approval of a proposed substitute product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bidding Documents and submitted to the Purchasing Department.
All requests for material substitution must be submitted to the Attention of the Purchasing Director prior to the Friday, September 14, 2018 deadline stated above. Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved equal. The only official view of the District is that which is issued by and provided to all Bidders of record by the Purchasing Department in the form of a written addendum. In the event that an approved alternate item is considered for award, the District reserves the right to request a sample of the alternate item prior to recommending award.

(c) **Burden of Proof:** The burden of proving acceptability of a proposed product rests on the party making the submission. Therefore, the application for approval must be accompanied by technical data that the party requesting approval desires to submit in support of its application. The District will consider reports from reputable independent testing laboratories verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products or any other written information that is helpful in the circumstances. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

(d) **Issuance of Addenda:** If the District approves the submittal, an addendum will be issued to all prospective bidders indicating the approval of the additional product(s). Issuance of an addendum is a representation to all bidders that the District in the exercise of its discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. If a submittal is initially rejected by the District, but determined to be acceptable to District after a conference with the District, an addendum covering the said submittal will be issued prior to the opening of bids. The successful bidder may furnish products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents unless approvals have been published by addendum in accordance with the above procedure. Oral approvals of products are not valid.

(e) **Conference with the District:** Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the District may request a conference with a representative of the District, provided: that the request for said conference, submitted in writing, shall have reached the District at least six (6) days prior to the date set for the opening of bids, time being of the essence.

12. **Bids:**

(a) **Bid Opening:** Bids will be opened and announced as stated in the Invitation to Bid.

(b) **Bid Submission.** All bids must be submitted on the Bid Form as attached hereto and must be signed, notarized, and sealed by a notary public. All blanks for information entry in bid forms submitted to District should be filled in. Blanks left unfilled constitute irregularities in the bid and place the bidder at risk of having the bid rejected unless the District rules the irregularity to be an informality or technicality that can be waived, as is made clear in Article 14 of the "Instructions to Bidders" and on the Bid Form. Numbers shall be written in English words and in Arabic numerals. The inclusion of any condition, alternate, qualification, limitation, or provision not called for shall render the bid nonresponsive and shall be sufficient cause for rejection of a bid.

(c) **Bid Security:** Bids must be accompanied by a Bid Bond made payable to the District in an amount not less than five percent (5%) of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry, but shall be substantially in accordance with the Bid Security Form attached hereto.

(d) **Delivery of Bids:** Bids are to be addressed to the District, at the address and room number shown in the Invitation to Bid. Bids must be enclosed in an opaque, sealed envelope; marked with the Bid Date, Bid Time, Bid Number, Name of Project; and the Bidders Company name and address. Bids must be placed in the hands of the District at the specified location by not later than the time and date named in the Invitation to Bid. After that time, no bids may be received.

(e) **Alternates:** If alternatives are called for, a bid must be submitted for all alternates. Failure to do so may render the bid nonresponsive and be sufficient cause for rejection of a bid.

(f) **Withdrawal of Bids:** Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of sixty days after the time and date of opening except as provided in O.C.G.A Title 36 Chapter 91 (appreciable error in calculation of bid). Negligence or error on the part of any bidder in preparing his bid confers no right of withdrawal or modification of his bid after time has been called except as provided by Georgia law.

(g) **Errors or Revisions:** Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on the bid proposal form with sufficient clarity to be easily understood. All such annotations shall be made by authorized representative of the bidder and identified as such. These annotations shall be binding on the bidder. No revisions will be allowed or accepted on the outside of the envelopes.

13. **Contract Award:** The Contract, if on is awarded at all, will be awarded on a "Line Item" basis. With this solicitation, the District has provided a list of goods and/or services it desires to purchase (the "Bid List"). For this particular solicitation, some of goods and/or services requested by the District have been grouped into categories, such as student chairs, teacher desks, etc, in the section of the Bid

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List labeled “Single Vendor.” It is the District's intent to award each of these categories to the bidder who offers the lowest total price for all items in each category. The result may be that the District awards a single bidder all of the categories if it is the lowest bidder for each category, the District may award a single bidder multiple, but not all of the categories, or the District may award each category to a different bidder. If the District finds after receiving its bids for the “single vendor” categories that a single vendor cannot supply all of the requested products in a category or that a single bidder cannot supply all of the requested products in a category in a timely manner, then the District reserves the right to divide the award among multiple vendors or divide a single line item in a category among multiple bidders as it determines to be in its best interest to balance its goals of getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District's delivery needs. For example, if the District determines that a single vendor cannot supply all of the student chairs its needs by the desired date, it may decide to divide the award among two bidders to ensure delivery of all of the chairs that it needs by the desired delivery date. The District may also designate the vendor with the best price for a category or line item as “primary” and another vendor with the second best price for a category or line item as “secondary.” The District may give preference to the "primary" vendor for ordering the awarded items but may go to the "secondary vendor" if the primary vendor cannot provide the quantity requested by the date required.

In addition to the section of the Bid List labeled “single vendor,” there is a section of the Bid List labeled “multiple vendors.” The District intends to award each item in the “multiple vendors” section separately. The District may end up awarding all items in the multiple vendor section to a single bidder, it may award a single bidder multiple line items, or it may award a single item to multiple vendors, as it determines to be in its best interest to balance its interest in getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District's delivery needs. For example, if no single bidder can fill the volume of the District's order by the time requested by the District, the District may award a single line item in the “multiple vendor” list to more than one bidder to ensure all of its needs are supplied by the desired delivery date. The District may also designate the vendor with the best price for a category or line item as “primary” and another vendor with the second best price for a category or line item as “secondary.” The District may give preference to the "primary" vendor for ordering the awarded items but may go to the "secondary vendor" if the primary vendor cannot provide the quantity requested by the date required.

Offerors may bid on all items and all categories, multiple items or multiple categories, or even just one item.

14. District's Rights Concerning Award: 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 award a contract to any bidder, the right not to award any category or any line item to any bidder, to cancel this invitation to bid, and/or re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award a contract as a result of this invitation to bid.

In judging whether the bidder is responsible, the District will consider, but is not limited to consideration of, the following:

(a) Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
(b) Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
(c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
(d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not exceeding an average of 1.2; and
(e) Whether the bidder's past work and experience provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations. Bidder's past experience will be evaluated consistent with the requirements of O.C.G.A. §13-10-4.
(f) Whether the bidder's workload will allow the bidder to complete this project within the established time, quality, or cost, or to comply with the bidder's contract obligations. In evaluating the bidder's workload, the District may consider whether the bidder has submitted bids on other District projects and whether the award of multiple projects to the bidder may impair the bidder's ability to complete this project within the established time, quality, or cost, or to comply with the bidder's contract obligations or otherwise pose a risk to the District.
(g) Bidders' refusal to provide any documentation requested by the District to assess whether the bidder is responsive and responsible, including but not limited to: financial information, other project information, license suspension/terminations, or insurance/bonding documentation etc., itself will be sufficient grounds for the District to deem a bidder to be non-responsive and/or not responsible.

15. District's Right to Negotiate with the Lowest Bidder (O.C.G.A. § 36-91-21): In the event all responsive and responsible bids for any category or item are in excess of the budget, the District, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right to either (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder(s) (after taking all deductive alternatives) only for the purpose of making changes to the Project that will result in a cost to the District that is within the budget, as it may be amended. Negotiation may include changes in the scope of work and other bid requirements.

16. Development of Local and Minority/Woman Business Enterprises: 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

Bid C19-05 (ESPLOST' General Funds) Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract)  August 26, 2018  Page 7 of 36
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.

Bidder shall take all reasonable steps in accordance with this solicitation to insure that local and disadvantaged enterprises have that maximum opportunity to participate in the resulting contract. No Bidder shall discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontract or purchase orders resulting from or relating to this solicitation. Moreover, the Bidder shall make good faith efforts to select contractors, service providers, vendors, and suppliers from local and disadvantaged enterprises.

The Bidder must demonstrate a good faith effort to provide opportunity for local and LMWBES, in part by providing as a part of its Statement of Qualifications the forms provided in this BID, which shall be completed in a manner sufficient to provide documentation of such good faith efforts. Those forms pertaining to development of local and disadvantaged enterprises include:

LOCAL AND/OR MINORITY / WOMAN BUSINESS ENTERPRISE DEVELOPMENT INFORMATION (Form 2)
LOCAL AND MWBE GOOD FAITH EFFORTS REQUIREMENTS (Form 3)
LOCAL AND MWBE DEVELOPMENT DOCUMENTATION (Form 4)

Good faith efforts should 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.
- 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.

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

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.

All Bidders must read and complete all required and/or applicable documents included in the Forms Section of the Instructions to Bidders.

17. Solicitation Forms:

FORM 1: **Certification Form:** Certifies that the Bidder has carefully reviewed all provisions of the solicitation and hereby agree to be bound by said provisions of this package.

FORM 2: **Local and/or Minority/Women Business Enterprise Development Information:** Required to assist District with documenting status of participating Bidders.

FORM 3: **Local and MWBE Good Faith Efforts Requirements:** Required for certifying and documenting evidence of good faith efforts to utilize local and Disadvantage Business Enterprises on this contract.
FORM 4: **Local MWBE Development Documentation:** Required to assist District in evaluating good faith efforts of Bidders.

FORM 5: **Disclosure of Responsibility Statement:** Certifies and documents Bidders ability or responsiveness to provide services in accordance with governmental business practices.

FORM 6: **Contracting Affidavit and Agreement:** Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (1) for all firms providing service(s) to public sector entities. This form requires compliance regarding hiring and verification of employees.

FORM 7: **Form of Business Disclosure Statement:** Confirms identify and legal status of Bidder.

FORM 8: **Subcontractor Affidavit:** Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (3) for all firms providing service(s) to public entities. This form requires compliance regarding hiring and verification of employees.

FORM 9: **Sub-subcontractor Affidavit:** Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (4) for all firms providing service(s) to public entities. This form requires compliance regarding hiring and verification of employees.

FORM 10: **Bid:** The form to be used for the Bid actually submitted by the bidder.

FORM 11: **Bidder Certification:** Certification of compliance with O.C.G.A. § 36-91-21.

FORM 12: **Statement of Bidder’s Qualifications:** Form for providing information regarding Bidder’s qualifications for the project.

FORM 13: **Bidders Reference Form:** Form for providing contact information for the owners of past projects that Bidder has provided work for.

FORM 14: **Listing of Proposed Subcontractors:** List of Subcontractors that Bidder proposes to use on the Project.

FORM 15: **Bid Security Form:** Sample Bid Bond form showing material terms for a bid bond, if required.

FORM 16: **OPTIONAL: NO BID STATEMENT:** Optional form for non-bidders to express interest in future solicitations and to provide feedback to the District’s purchasing department.

Forms 1 through 15, must be completed, fully executed and submitted with the Bid. Failure to submit and execute the required Forms shall result in a status of non-responsive. Form 16 is optional for non-bidders.

Attachments:

1. Attachment B: Bid List (Excel File)
2. Sample Contract
CERTIFICATION FORM
BID C19-05

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. Bidder further certifies that the Bid submitted is in accordance with all documents contained in this Bid, and that any exception taken therefor may disqualify his/her Bid, and that any misrepresentation of facts hereby subject Bidder to debarment from future District procurement. Bidder understands and agrees all Bids are FINAL.

*The Bidder in response to this Bid is hereby stipulated to be none other than:*

<table>
<thead>
<tr>
<th>Company</th>
<th>Federal Taxpayer ID No.</th>
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</table>

<table>
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<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone No.</th>
<th>Fax No.</th>
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<thead>
<tr>
<th>Responsible Principal</th>
<th>Phone Number of Responsible Principal</th>
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*If the Bidder is a joint venture that is a business entity created for the purpose of functioning as the joint venture, enter above the correct legal information for the joint venture business entity which intends to enter into a contract with the District for the Services solicited by this Bid. If the joint venture is operated through the existing legal status of the venture partners, enter above the correct legal information for only the one venture partner with majority participation in the joint venture, or if all venture partners are equal in the joint venture, enter information for only the venture partner which intends to enter into a contract with the District for the Services solicited by this Bid.

*If different than the Responsible Principal listed above, the Contact Person for this Bid is hereby authorized to be:*

<table>
<thead>
<tr>
<th>Contact Person for this Bid</th>
<th>Phone Number of Contact Person</th>
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Receipt of the following Addenda is hereby acknowledged: #_______ #_______ #_______ #_______
*(All Addenda Issued MUST be acknowledged in order for Bid to be considered responsive.)*

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 ____________________, 201____, by:

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<tr>
<th>Responsible Principal</th>
<th>Title</th>
<th>Authorized Signature</th>
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SUBSCRIBED AND SWORN BEFORE ME ON THIS THE __________ DAY OF ________________, 201___

________________________________________ Notary Public; My Commission Expires:____________

DO NOT include any attachments to this form.

Solicitation Form 1
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. See Section 16. "Development of Local and Minority / Woman Business Enterprises" for information to assist in completing this Form.

BIDDER: ________________________________ BID # C19-05

Please check ownership status as applicable:

___ Local  ___ Woman

___ African American  ___ Hispanic American

___ Asian American  ___ American Indian

___ Majority  ___ Non-Local

Name, Title  Authorized Signature  Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___________ DAY OF ________________ 201__

________________________________________________________________________ Notary Public; My Commission Expires:

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

___ City of Savannah, Department of Economic Development  ___ The Herald Legal Ad

___ Received Invitation to Bid by Mail  ___ Savannah News Press Legal Ad

___ The Savannah Tribune Legal Ad  ___ Visiting the Purchasing Office

___ Other ____________________________

DO NOT include any attachments to this form.

Solicitation Form 2

Bid C19-05 (ESPLOST*General Funds) Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract)  
August 26, 2018
**LOCAL AND MWBE GOOD FAITH EFFORTS REQUIREMENTS**

Bidders are required to submit with the Bid, evidence of good faith efforts utilized to ensure that Local and MWBE are provided with the maximum opportunity to compete on this contract. Such good faith efforts of a Bidder will include, but not limited to, the following:

<table>
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<tr>
<th>Activity</th>
<th>YES or NO. Please explain</th>
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<tr>
<td>Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities</td>
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</tr>
<tr>
<td>Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities</td>
<td>YES or NO. Please explain</td>
</tr>
<tr>
<td>Communicate with the City of Savannah’s Office of Economic Development to identify available and qualified LMWBE firms</td>
<td>YES or NO. Please explain</td>
</tr>
<tr>
<td>Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors</td>
<td>YES or NO. Please explain</td>
</tr>
<tr>
<td>Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities</td>
<td>YES or NO. Please explain</td>
</tr>
<tr>
<td>Other efforts</td>
<td>YES or NO. Please explain</td>
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Company: ____________________________  Name, Title: ____________________________  Authorized Signature: ____________________________  Date: __________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___________ DAY OF ____________, 201________

______________________________ Notary Public; My Commission Expires: __________

*include attachments to this form only as deemed necessary.

*Any attachments to this form must be marked clearly on each page with the words, “Attachment to Form 3.”*
LOCAL AND MWBE DEVELOPMENT DOCUMENTATION

Project Name: Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract)
BID #: C19-05

Enter below documentation of efforts made by the Bidder to enlist the participation of Local and/or MWBE.

<table>
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<tr>
<th>Firm Name</th>
<th>Person &amp; Date Contacted</th>
<th>Telephone # &amp; Email Address</th>
<th>Type of Services</th>
<th>Method of Communication</th>
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Note: Provide additional copies of this form if necessary, numbering each.

Include attachments to this form only as deemed necessary.
Any attachments to this form must be marked clearly on each page with the words, "Attachment to Form 4."
DISCLOSURE OF RESPONSIBILITY STATEMENT

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 or subcontract, or in the performance of such contract or subcontract.
Not Applicable ( ) or List:

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.
Not Applicable ( ) or List:

List any convictions or civil judgments under state or federal antitrust statutes.
Not Applicable ( ) or List:

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.
Not Applicable ( ) or List:

List any prior suspensions or debarments by any government agency.
Not Applicable ( ) or List:

List any contracts not completed on time.
Not Applicable ( ) or List:

List any penalties imposed for time delays and/or quality of material and workmanship.
Not Applicable ( ) or List:

List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
Not Applicable ( ) or List:

List any pending civil actions against company for nonperformance of contract.
Not Applicable ( ) or List:

List all other construction projects that you already have a contract to perform during the expected timeframe of performance for this project as well as any other construction projects that you are actively seeking to be awarded by the District or other customers that may require your performance concurrently with your performance on this project.

Not Applicable ( ) or List:

I, ____________________________, of ____________________________, of ____________________________, of ____________________________, Company Name
Name of Individual, Title & Authority

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

__________________________________________ State of ____________________________
Authorized Signature

County of ____________________________

Subscribed and sworn to before me on this __________ day of ____________, 201____ by representing him/herself to be of the company named herein.

__________________________________________ Notary Public; My Commission Expires: ____________________________

DO NOT include any attachments to this form.
Solicitation Form 5
CONTRACTING AFFIDAVIT AND AGREEMENT

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 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 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

Name of Project

Name of Public Employer

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

Executed on ___________, 201_ in ______________________ (city), __________and (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 Public

My Commission Expires:

DO NOT include any attachments to this form.

Solicitation Form 8
FORM OF BUSINESS DISCLOSURE AND INSURANCE COVERAGE STATEMENT

Please make clear the exact type of legal entity that will perform this contract. Describe below the nature of the business organization and the financial participation of any member business entities. State the appropriate information to show that the business organization has all required licensing and authorization to provide the type of services proposed.

Form of Business:  { } Corporation  { } Sole Proprietorship
{ } Partnership*  { } Limited Liability Partnership
{ } Limited Liability Corporation  { } Joint Venture*

*If the Bidder is a partnership or joint venture, attach** to this Form (Form 7) a copy of the contractual agreement between the participants in the partnership or joint venture. The partnership or joint venture Offeror must comply with all requirements, including those stipulated in Section L, "Offeror's Essential Credentials and Business Structure."

Full Legal Name and Physical Address of Business Organization (must match information in Form 1):

As Applicable, Full Legal Name and Physical Address of Each Other Party to Partnership or Joint Venture:

The Bidder must be licensed to perform the Services solicited by this BID. Enter below the name of the individual who serves as the Qualifying Agent for the Bidder. If Bidder is a corporation, attach to this Form a copy of a current Annual Corporate Registration issued by the State in which Incorporated**. Also, attach to this Form a copy of the current business license held by the Bidder from the municipality where it is located**.

The Bidder must meet certain minimum insurance requirements at the time a Bid is submitted.

Attach to this Form a written indication from the Bidder's Surety providing Information regarding the bonding capacity of the Bidder**, and attach a letter from Insurer stating that the Bidder can provide the required limits of insurance specified by this Bid pending the award of a contract, as specified in the Contract document**.

Name of Qualifying Agent for the Georgia license of the Bidder, and license number:

Full Name: ___________________________  License Number: ___________________________

Name, Title  Authorized Signature  Date

Company

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______ DAY OF ____________________, 201____

_________________________________________  Notary Public; My Commission Expires:________________________

Attachments to this form must be marked clearly on each page with the words, "Attachment to Form 7."

**At least four (4) attachments to this Form are REQUIRED.

Solicitation Form 7
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 ____________________________

Name of Project ____________________________

Name of Public Employer ____________________________

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

Executed on _____, __, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent ____________________________

Printed Name and Title of Authorized Officer or Agent ____________________________

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

NOTARY PUBLIC ____________________________

My Commission Expires: ____________________________

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

Solicitation Form 8
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 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 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 Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____ , 201_ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF _____________, 201_.

_____________________________
NOTARY PUBLIC
My Commission Expires:

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

Solicitation Form 9
BID REQUIREMENTS

BID FORM

To: Savannah-Chatham County Public School System From: CONTRACTOR

Re: Bid #C19-05 Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract)

Bid: Having carefully examined the Bidding Documents describing Bid #C19-05 (ESPLOST/General Funds) Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract), including all addendums, as well as all conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them, in accordance with the aforesaid documents, for the entire sum of Work which sum is hereinafter called the Bid:

NOTE: Please complete the bid submittal form (Excel spreadsheet), as well as the below total bid information. Bid will not be accepted without the completed bid submittal document. Bidder should also include an electronic copy of the bid submittal document on a USB flash drive.

Total Bid: ___________________________________________ Dollars ($ ____________________________ )

Furniture, Fixtures, and Equipment Delivery: ______/Calendar Days upon Receipt of Notice to Proceed and/or Purchase Order

Installation Completion Time after Furniture, Fixtures, and Equipment Delivery: _______ /Calendar Days

Receipt of the following Addenda is hereby acknowledged: # _____ # _____ # _____ # _____ # _____

Liquidated Damages: The bid amount acknowledges the stated delivery dates and an amount of $100/per calendar day for failure to meet the stated delivery dates. Bidder agrees that the injury resulting to the District from failure to meet the stated delivery dates is difficult, if not impossible, to accurately estimate, the parties intend this Liquidated Damages provision to be liquidated damages, not a penalty, and the bidder agrees that this is a reasonable pre-estimate of the District's damages resulting from a failure to meet the stated delivery dates.

Errors or Revisions: Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on this bid form with sufficient clarity to be easily understood. All such annotations shall be made by the authorized representative of the bidder and identified as such. These annotations shall be binding on the bidder. No revisions will be allowed or accepted on the outside of the envelopes.

No Withdrawal: The bidder and District agree that this bid may not be revoked or withdrawn after the time set for the opening of bids, except as provided in Georgia law, but is an irrevocable offer that shall remain open for acceptance for a period of sixty days following the time set for the opening of bids.

Execution of the Contract: If bidder is notified in writing by statutory mail of the acceptance of this bid within ninety (90) days after time set for the opening of bids, bidder agrees to execute within fourteen (14) days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates.

Delivery: The Bidder agrees to complete delivery and installation within the timeline stated in the bid submission. The District requires that delivery timeline not exceed sixty (60) calendar days. The District requires that installation is complete within five (5) calendar days after delivery of materials.

Obligation of Bid Bond: If this bid is accepted within thirty-five (35) days after the date set for the opening of bids and bidder fails to execute the Contract within fourteen (14) days after Notice of Successful Bid, or if bidder fails to furnish both Performance and Payment Bonds, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the District as liquidated damages for such failure; otherwise, the obligations of the Bid Bond will be null and void.

Solicitation Form 10
Bidder Certification

Certification under Oath:

O.C.G.A. § 36-91-21 provides in part:
(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefore by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

(e) Before commencing the work, any person who procures such public work by bidding or proposal shall make an oath in writing that he or she has not directly or indirectly violated subsection (d) of this Code section. The oath shall be filed by the officer whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

STATE OF GEORGIA
COUNTY OF _______________________

I do solemnly swear on my oath that, as to the Contract dated _______________________, 201_____, between _____________________________ and The Board of Public Education for the City of Savannah and the County of Chatham, Georgia, I have not directly or indirectly influenced or the attempted exertion of any influence on behalf of the firm on behalf of which this affidavit is made, in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid Contract by or on any employee, officer, or agent of the Board, or any person connected with SCCPSS in any way whatsoever and I have not directly or indirectly violated subsection (d) of OCGA 36-91-21.

BY: _______________________________

Authorized Signature (BLUE INK PLEASE)

______________________________
Printed Name Title

Sworn to and subscribed before me this ____ Day of ______________, 201_____.

______________________________
Notary Public

My commission expires: ______________
(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

Solicitation Form 11
STATEMENT OF BIDDER'S QUALIFICATIONS:
(To be subscribed and sworn to before a Notary Public)

The bidder submits the following Statement of Bidder's Qualifications for consideration by the District.

Bidder's Name: ________________________________

LEGAL NAME OF BUSINESS

Bidder's Address: ________________________________

LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

________________________ CITY ________________ STATE ___________ ZIP

MAILING ADDRESS IF DIFFERENT FROM ABOVE

Telephone Number: ___________________________ Fax Number: ___________________________

Area Code ___________ Number ___________ Area Code ___________ Number ___________

The full names of persons and firms interested in the foregoing bid as principals are as follows:

(1) ____________________________________________________________

Circle One: President Partner District Other

(2) ____________________________________________________________

Circle One: Vice President Secretary Partner Other

(3) ____________________________________________________________

Circle One: Vice President Secretary Partner Other

Note: If incorporated: The names of both the President and Corporate Secretary must be indicated. If a partnership, all partners must be indicated.

Social Security Number or FEIN: ________________________________

State Where Organized or Incorporated: __________________________

Georgia Contracting (O.C.G.A. § 43-41 et. Seq.) Licensee: NOT APPLICABLE

License as: ____________________________________ License #: __________________________

Plan of Organization: (Circle One) Proprietorship Corporation Partnership Joint Venture Other (Describe)

Years Engaged in Construction Contracting in Present Firm/Organization: ___________ years.

Bidder Hereby Certifies that Bidder:

a. Has never refused to sign a contract at the original bid on a public works contract except as allowed under Georgia law.

b. Has never been terminated for cause on a public works contract.

c. Has had no (criminal or felony) convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging, or bribery in the last ten years.

d. Is not and neither its organization nor its principals are debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.

e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the State of Georgia.

f. Has sufficient bonding capacity to obtain a payment and performance bond from a surety meeting the requirements of the Contract Documents and authorized to do business in the State of Georgia.

g. Has sufficient cash flow to perform this Project.

Remarks or explanations of the above paragraph a through g:

________________________________________________________________________
ENCLOSE WITH THIS BID IN A SEPARATE SEALED ENVELOPE A COPY OF YOUR FIRMS MOST RECENT AUDITED FINANCIAL STATEMENT AND A LETTER FROM YOUR INSURER IDENTIFYING YOUR EMR RATES FOR THE PAST THREE YEARS.

REFERENCES: Provide a minimum of three (3) references for construction services for facilities comparable in complexity, size and function. Complete the BIDDERS REFERENCE FORM to be submitted with bid package.

Bidder Certification

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing Statement of Bidder’s Qualifications is true and correct, including any explanation above and submitted under oath.

BY:________________________
Authorized Signature    (BLUE INK PLEASE)

________________________
Printed Name    Title

Sworn to and subscribed before me this ___ Day of ______________ , 20_____.

________________________
Notary Public

My commission expires: ______________

(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

Statistical Information. This request is made for statistical purposes only.

PLEASE INDICATE BELOW WHICH DESCRIPTION APPLY TO YOUR COMPANY:

___ LOCAL AND MINORITY/WOMAN BUSINESS ENTERPRISES (LMWBE) – One of the following statements describes this business: a) Owned by a member of a minority race; or b) a partnership of which a majority of interest is owned by one or more members of a minority race; or c) a public corporation of which a majority of the common stock is owned by one or more members of a minority race. A member of a minority race is defined as a person who is a member of a race that comprises less than fifty percent of the total population of the State of Georgia. For recordkeeping purposes, this includes, but is not limited to, persons who are African American, Hispanic, and Woman.

___ DESCRIPTION DOES NOT APPLY TO YOUR COMPANY
**BIDDERS REFERENCE FORM**

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

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<th>Contact Person:</th>
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_Solicitation Form 13_
Listing of Proposed Subcontractors:

Attached hereto a list of proposed Subcontractors and CSI Work Division utilized by Bidder in determining the Bid Amount. Bidder understands that should its Bid be accepted, Bidder may not change or substitute Subcontractors listed on the list attached hereto without the express permission of the District.

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Solicitation Form 14
BID SECURITY FORM

NOTE TO CONTRACTOR: Use of Surety’s standard Bid Bond form is acceptable as long as it substantially complies with the following form.

KNOW ALL BY THESE PRESENTS, That we, {Insert Contractor’s Legal Name and Address} as Bidder, hereinafter called the Principal, and {Insert Legal Name and Address of Surety}, a corporation duly organized under the laws of the State of {Insert State of Corporate Organization}, as Surety, are held and firmly bound unto:

DISTRIBUTION: ____________________________
Attention: ____________________________
Phone Number: ____________________________
Facsimile Number: ____________________________

as Obligee, hereinafter called the Obligee in the sum of ____________________________ (Not less than five percent of the Bid) Dollars ($ ____________________________ ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for

Bid # C19-05 Furniture, Fixtures, and Equipment (FF&E) - District Wide (Annual Contract)

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and (1) the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and the Principal shall execute the Contract and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, and the Principal shall pay to the Obligee the difference not to exceed the difference hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid; then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ______ Day of ____________, 201__

Name of Contractor ____________________________
______________________________
Principal

______________________________
Witness By: (Seal)

Title ____________________________

Name of Surety: ____________________________

______________________________
Surety Witness

By: ____________________________ (Seal) (*)

(*)Attach Power of Attorney

Sworn to and subscribed before me this ______ day of ____________, 201__.

______________________________
Notary Public

My Commission expires this ______ day
of ____________, 201__
OPTIONAL – FOR NON-BIDDERS ONLY

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: ___________________________  Title: ___________________________

Signature/Title

Company Name

Telephone Number

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

Solicitation Form 16
ATTACHMENT "A"
SPECIFICATIONS

GENERAL INTENT:

The intent of these specifications is to set forth a term bid under which the Savannah-Chatham County Public School System (hereinafter referred to as "District") district school sites and educational centers may purchase furniture, fixtures and equipment as needed. The results of this bid will be published in the Board's Annual Bid Contracts (ABC) Book to assist the sixty-four (64) school sites, educational centers, and departments within the District with the ordering process.

If any supplies, materials, and equipment are provided to the District under this solicitation, then such items shall be new 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 Bidder delivering any such equipment to the District will be deemed to have breached the contract, and appropriate action will be taken by the District Purchasing Department.

This Invitation to Bid is being developed to provide for purchases by Savannah-Chatham County Public School System under the Educational Special Purpose Local Option Sales Tax (ESPLOST) approved funded projects and General Fiscal Funds.

All specifications listed herein shall supersede any specifications previously stated in general terms and conditions. By stating "it is anticipated, "the District" is clarifying information on which it shall rely on when considering bids, and which will be included as a condition of any purchase orders issued.

1.0 PREPARATION OF BIDS

1.1 Responses must be on the forms furnished within this Invitation to Bid and completed in their entirety. Bids should be submitted to the District on the bid submittal form (Excel spreadsheet) and in electronic format on a USB flash drive. Bids must be submitted in a sealed envelope marked with your company name and "Bid C19-05 (ESPLOST/General Funds), Furniture, Fixtures & Equipment (FF&E) - District Wide (Annual Contract)" clearly marked on the outside of the envelope.

1.2 Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation for Bid. Any correction made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by the District. Each bidder is required to furnish all information requested in the Invitation to Bid.

1.3 The District assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of this bid response. This provision applies whether or not a dispute arises.

1.4 All bids submitted become the property of the District and are subject to applicable open records policies and laws.

2.0 DISCONTINUED BRAND/MODEL

2.1 If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item at the same price or lower. The replacement brand/model must meet or exceed minimum specifications listed in the bid document as well as current industry standards. Replacement units must be
made available to the District for review and approval prior to the end of life of the awarded model. The District reserves the right to accept or reject the replacement item.

2.2 It is anticipated that all Bidders can provide a similar and comparable range of colors and options as those offered by the base of design for each item. Where not specified, all fabrics or finishes shall be quoted in Grade 1. SCCPSS reserves the right to request and receive pricing for higher grades from any responsive Bidder, for inclusion in actual furniture orders.

2.3 As a part of the response to this Invitation to Bid, each Bidder shall provide comprehensive color information in one collective document, to indicate what items, components and components of items are available in what color(s) and finish(es).

2.4 It is the District’s intent that contracts resulting from this solicitation shall be valid for an initial (2) year period, with options for two (2) additional one-year terms. Bidders shall notify the District if they have documentation that any of the items specified in the solicitation are due to be discontinued within the four year period.

3.0 ADDITIONAL TERMS

3.1 The District shall not be bound by any terms and conditions included in any bidder’s packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the District purchase order related to this solicitation or contract. The District does not accept any terms or conditions from Bidder contracts on bids.

4.0 SILENCE OF SPECIFICATIONS

4.1 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.

5.0 SAMPLES FOR ITEMS BID AS ALTERNATES

5.1 If bidding alternate items, which have been approved by addenda, the District reserves the right to request a sample from the apparent successful bidder prior to recommendation for award. The successful bidder will be notified in writing with details of the specific samples that are requested and the address for delivery. The District will require that all samples are delivered no later than ten (10) calendar days after the date of sample request, unless otherwise agreed to in writing. Samples will be provided at the expense of the bidder. If samples are not received by the date stated, the item will not be considered for award and no follow up will be done to obtain the sample. At the completion of the sample review, the apparent successful bidder will be notified that the sample can be returned. Return of the sample will be at the bidder’s expense.

6.0 PERFORMANCE PERIOD

6.1 This Invitation to Bid will establish a contract to remain open for an initial twelve (12) month period, beginning with contract award, with an option to renew for two (2) additional one-year periods at the same terms and conditions if agreed to by both parties, to the extent allowed by and subject to any procedural requirements established by Georgia Law. Pricing submitted on this Invitation to Bid shall be firm throughout the entire initial contract period from the date of contract award.
7.0 BID ACCEPTANCE PERIOD

7.1 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 complete during this time. If we envision the process will not be completed by the end of the one hundred-twenty day period, the District will request a time extension. In the event no extension is requested, the Invitation to Bid shall be deemed canceled.

8.0 TRANSITION PERIOD

8.1 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 vendor 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.

9.0 PRICING/Delivery

9.1 Bidders are required to submit pricing as outlined on the Excel spreadsheet provided and electronically on a USB flash drive. The District will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established initial contract performance period.

9.2 Bid pricing must include any and all shipping, inside delivery, assembly, and installation charges.

9.3 No items on the Invitation to Bid shall be purchased or quoted FOB factory. All bid items shall be purchased FOB to the delivery address in Chatham County, Georgia or the address stated on the purchase order.

9.4 All deliveries shall require inside delivery and installation. Delivery must be during normal school hours. District staff will not participate in the removal of Furniture, Fixtures, and Equipment from any truck or transport vehicles. Items are to be placed at the designated location within the facility. Un-boxing of items and assembly will be the sole responsibility of the awarded bidder's personnel. Removal of debris, cardboard, and crating from the District premises will be the sole responsibility of the awarded bidder's personnel. Debris removal shall be accomplished at the end of each day. Vendor will not be allowed to use District or General Contractor dumpsters for disposal purposes.

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

9.6 The bid submittal form requires that the Bidder indicate the number of days required from the date of a purchase order for items to be delivered. It is anticipated for any item for which there is no entry in the "Delivery" column, the delivery period will be the number of calendar days indicated on the bid submittal form.

9.7 For items that can be delivered more quickly, or that will require more lead time, an entry should be made in the "Delivery" column.
9.8 All furnishings, furniture and equipment orders shall be delivered to the sites as indicated by the delivery address on the purchase order.

10.0 DISTRICT BACKORDER POLICY

10.1 Per Board regulations, NO BACKORDERS WILL BE ALLOWED. Orders must be shipped in their entirety. Vendors purchasing equipment and supplies prior to the issuance of a purchase order do so at their own risk and the school district shall not be held liable. No verbal or faxed orders from district sites shall be accepted.

11.0 DELAYS AND EXTENSION OF TIME

11.1 If the Vendor is delayed at any time in the progress of providing services by an act or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fires, act of God, unusual by well documented and excusable delays in performance, or other causes beyond the Vendor’s control, or by delay authorized by the District, then the contract term of service may be extended by a contract modification for such reasonable time as the District and the Vendor may agree.

12.0 ESCALATION/DE-ESCALATION CLAUSE

12.1 All prices offered shall be firm against any increase for two (2) years from the effective date of the contract. Thirty (30) days prior to renewal, the District may entertain a request for escalation in an award extension in accordance with the most recently published Producer Price Index at the time the vendor responds to a request for extension. For purposes of this section, PPI Index PCU3371271, Institutional Furniture Manufacturing, School Furniture, except Stone and Concrete, excluding Library Furniture as published by the United States Department of Labor, Bureau of Labor Statistics will be the benchmark. The District 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 the District to seek de-escalation on the basis of the same cited index and terms.

13.0 TERMS OF PAYMENT & INVOICING

13.1 Bidders shall invoice the Board after the noted Furniture, Fixtures, and Equipment have been accepted by the requesting site representative and/or site administrator. Failure to ship orders in their 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 vendor shall mail all invoices to the address below.

1. Purchase Order Number
2. Project Name
3. Site Destination
4. Item Description
5. Quantity
6. Unit Price
7. Extended Price

All original invoices should be mailed to:

Savannah-Chatham County Board of Education
Attn: ACCOUNTS PAYABLE
208 Bull St., Room 119
Savannah, GA 31401
14.0 QUANTITIES

14.1 The District makes no guarantee as to the quantities to be purchased against this Invitation to Bid. Quantities are estimates during the established bid period. Orders will be placed as needed by the individual schools during the contract period. The awarded bidder(s) agrees that the prices quoted shall be maintained irrespective of the quantity actually ordered.

14.2 Restrictions set by standard carton counts shall not apply.

14.3 It is anticipated that the unit prices and volume discounts quoted shall apply if purchase requirements dictate that the full measure of a purchase order is not delivered and installed at the same time or to one single address, so long as the District does not unreasonably burden the bidder by insisting on large numbers of small and separate deliveries and delivery addresses.

15.0 MINIMUM ORDER CLAUSE

15.1 Any minimum order requirements shall be stated on bids prior to bid opening. Order limitations placed on the District after contract award will not be accepted. If the Bidder fails to honor orders placed by the District for the entire period of the contract, the Bidder will be held responsible for any cost incurred by the District to re-solicit for the item(s).

15.2 The District reserves the right to negotiate minimum orders whether by total dollar amount and/or by volume in association with the total amount of award to the Bidder in terms of total dollar amount and/or volume. If mutual agreement cannot be reached as to the minimum order amount, the District reserves the right to find the Bidder non-responsive and to make the award to the next low bidder who is responsible and responsive or to re-solicit for those items, whichever is deemed in the best interest of the District as determined by the Director of Purchasing. The decision of the District’s Purchasing Department shall be final and not appealable.

16.0 COMPLIANCE

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

17.0 RIGHTS AND REMEDIES

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

17.2 The District does not waive any of its rights under contract law. Bidder acknowledges and agrees that if the bidder breaches this agreement, then the District may cover such goods by contracting to purchase goods in substitution for those due from the seller. The District may recover from the bidder as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. Failure of the District to effect cover does not bar it from any other remedy.

17.3 In such circumstances that the District is not able to cover or chooses not to cover the goods purchased under this solicitation, then the bidder acknowledges and agrees that the District can recover the difference between the market price of the goods at the time the District learned of the breach and the contract price of the goods, including any incidental and consequential damages. If the District has
accepted nonconforming goods purchased under this solicitation, then bidder acknowledges and agrees that the District can recover the value of the goods promised by the bidder and the value of the nonconforming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to the District under Georgia law. Bidder acknowledges and agrees that the District is owed its reasonable attorney’s fees and costs incurred with the exercise of its rights in connection with the foregoing remedies.

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

18.0 COMPLIANCE WITH LAWS

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

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

19.0 CHOICE OF LAW AND VENUE

19.1 Any contract resulting from this solicitation shall be deemed to have been executed in the City of Savannah, Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia, exclusive of any of Georgia’s choice-of-law rules that might result in the application of another jurisdiction’s laws. Any lawsuit arising out of a contract issued under this solicitation shall be filed in a court of competent subject matter jurisdiction located in Chatham County, Georgia, or the Southern District of Georgia, Savannah Division. The Bidder agrees in advance to waive the defenses of lack of personal jurisdiction or improper venue in any such court.

20.0 INSURANCE REQUIREMENTS

20.1 The Bidder 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 Bidder, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Bidder’s bid or fee proposal. Prior to the commencement of any work, the Bidder 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 additional insured under the Bidder’s insurance policy for the duration of the contract term.

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. Bidder 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 in accordance with OGCA34-9.

d. **Umbrella Liability**- Limits of not less than $1,000,000 per occurrence covering all work performed under this contract.
21.0 FISCAL FUNDING

21.1 Notwithstanding any other provisions of this agreement, the parties hereto agree that the charges hereunder are payable to the Bidder by the District 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 the District to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of the District at the end of any fiscal period (hereafter to as "Event"). In such Event, the Purchasing Director of the District shall certify to the Bidder the occurrence thereof.

22.0 TERMINATION FOR CAUSE/DEFAULT

22.1 If, through any cause, the Bidder shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Bidder shall violate any of the covenants, agreements or stipulations of this contract, the Bidder shall be in breach of this Contract and the District shall thereupon give written notice of the default to the Bidder and allow the Bidder seven (7) calendar days from which to cure such default. If the default is not cured to the District's satisfaction within seven (7) calendar days, the District shall have the right to terminate for cause the contract by giving written notice to Bidder of such termination and specifying the effective date of termination, at least five (5) days before the effective date of such termination for cause.

22.2 In that event, and as of the time notice is given by the District, all finished or unfinished services, reports or other materials prepared by the Bidder shall, at the option of the District, become its property, and Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Bidder shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the contract by the Bidder and the District may withhold any payments to the Bidder until such time as the exact amount of damages due the District from the Bidder is determined.

22.3 If the contract is terminated by the District as provided herein, the Bidder will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the Bidder covered by the contract, less payments of compensation previously made.

23.0 TERMINATION OF CONTRACT FOR CONVENIENCE

23.1 The District may terminate this contract for convenience by giving the Bidder a thirty (30) days written notice prior to the effective date of such cancellation.

23.2 In that event, as of the effective date of the cancellation, all finished or unfinished services, reports or other materials prepared by the Bidder shall, at the option of the District, become its property, and Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Bidder shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the contract by the Bidder and the District may withhold any payments to the Bidder until such time as the exact amount of damages due the District from the Bidder is determined.

23.3 If the contract is terminated by the District as provided herein, the Bidder will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the Bidder covered by the contract, less payments of compensation previously made.
24.0 INDEMNIFICATION

24.1 The Bidder agrees to protect, defend, indemnify, and hold harmless the Savannah Chatham County Public School System, its board members, officers, employees, agents, and attorneys, (collectively the "Indemnities") from and against any and all liabilities, damages, claims, suits, losses, and judgments of whatever nature, including claims for the injury or death of any person or persons, or damage to properly or other rights of any person or persons, to the extent they are caused by the negligence, recklessness, and/or intentionally wrongful conduct of the Bidder, its agents, employees, subcontractors, or others working on the Bidder's behalf. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Bidder. The parties do not intend for this indemnification provision to extend to claims for losses or injuries caused solely by the negligence, recklessness, or intentional misconduct of the Indemnities.

24.2 The Bidder's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

24.3 Bidder further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the District, at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc. are groundless, false or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Bidder or his sub-contractors or anyone directly or indirectly employed by any of them.

24.4 The Bidders obligation to indemnify the District under this section shall not be limited in any way by the agreed upon contract price or to the scope and amount of coverage provided by any insurance policy maintained by the Bidder including, without limitation to, the insurance required to be maintained by the Bidder pursuant to this solicitation.

25.0 LIQUIDATED DAMAGES

25.1 The District will reduce the Bidder's invoice in the amount of $100.00/PER DAY for any sub-standard work that does not comply with the Scope of Work requirements or failure to deliver, assemble and install on time as indicated. Accordingly, the District will also reduce the Bidder's invoice for failure to provide the services as specified to include late performance.

26.0 ASSIGNMENT OF CONTRACT

26.1 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.

27.0 CONTRACT CHANGES

27.1 By written notice to the Bidder, the District may make changes, within the general scope of the contract, and in the goods or services to be provided.

28.0 DAMAGES

28.1 If a Bidder destroys or damages any District equipment they will be responsible for either replacing it with a certified like model, in the same condition, or to replace it with new equipment.

28.1 The Bidder shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of the contract.
29.0 PROTECTION AND STORAGE OF MATERIALS

29.1 All materials shall be protected at all times from damage and defacement of any kind including breakage, scratches, dents, stains, and deformation. Damaged material shall not be incorporated in the work and any work or material damaged during installation shall be repaired or replaced to the satisfaction of the owner.

30.0 SUPERVISION

30.1 The Bidder shall provide all necessary and sufficient supervision over the work being performed and shall be held solely responsible for the conduct and performance of his employees (agents) involved in work under this contract.

31.0 BIDDER PERSONNEL

31.1 Bidder's staff is expected to present a professional appearance. All personnel of the Bidder will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on Board property. The following code of conduct will be adhered to by the Bidder, his agent(s) and/or his employees:

A. The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the Board prior to entering Board property to supply services. Bidder will submit with bid response a list of all employees, including back-up personnel that will be providing services under a resulting contract.

B. All employees of the Bidder shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a picture ID that is issued by the State of Georgia. Service technician(s) will present ID to Board Staff upon request. This provision will be strictly enforced.

C. The use of tobacco or tobacco products on Board property is not allowed.

D. The Bidder will not be permitted to utilize Day Labor or Temporary Workers to supply services at any Board facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Bidder liable for any liquidated damages.

E. The Bidder, or employees of the Bidder are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

F. The employment of unauthorized or illegal aliens by the Bidder is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Bidder knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

G. Possession of firearms will not be tolerated on Board property; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation. No person who has a firearm in their vehicle will be permitted to park on Board property.

31.2 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 Bidder'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.

31.3 If any employee of the Bidder or Sub-contractor is found to have brought a firearm, drugs, or alcohol, on Board property, said employee will be terminated from the Board contact by the Bidder.

32.0 MINIMUM BIDDER QUALIFICATIONS

32.1 The Bidder shall have been in business for a minimum of five (5) years

33.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

33.1 Bidders 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.

34.0 ROYALTIES & PATENTS

34.1 The Bidder shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the Board harmless from loss and account thereof.

35.0 NONDISCRIMINATION CLAUSE

35.1 The Equal Opportunity Clause as set forth in Section 202 of Executive Order 11246, as amended by Executive Order 111 375, and any subsequent amendments thereto, is hereby incorporated by reference in this contract.

36.0 WARRANTY

36.1 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 acceptance. Any additional warranty offered by the manufacturer or the bidder should be so stated in the bid documents and in the space provided on the bid form. If, during the warranty period, any faults develop, the successful bidder agrees to replace the unit or part affected without cost to the District.

36.2 If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the bidder will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the District may otherwise have under this contract.

36.3 Warranty period begins upon completion of installation at the District location. A 100% no exception warranty is required against defective material, workmanship, or damage in shipping.