Ladies and Gentlemen:

The Savannah-Chatham County Public School System would like to take the opportunity to announce that we are requesting Bids for Metal Shelving (Annual Contract) (General/ESPLOST) under BID NO. C16-45 (ESPLOST), by a firm authorized to do business in the State of Georgia.

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 C16-45 (ESPLOST) are May 17, 2016, to May 30, 2016 and May 31, 2016 to June 21, 2016. Bids will be accepted prior to 11:00 A.M. on Tuesday, June 21, 2016, 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 LMWBE Information Document found in this packet marked "No Bid". 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 (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. The Board expects that prime contractors on district construction projects make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers. 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 businesses.

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 the prospective vendor is located within the City of Savannah and the County of Chatham. 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]
Sanna Scales, C.P.P.B.
Purchasing Director
BID REQUIREMENTS

INVITATION TO BID #C16-45 (ESPLOST)

The Savannah-Chatham County Public School System hereinafter referred to as the "District" will receive sealed bids from qualified bidders 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 A.M., on Tuesday, June 21, 2016, the time legally prevailing in Savannah, Georgia for Bid No. C16-45 (ESPLOST) Metal Shelving (Annual Contract) (General/ESPLOST). At the time and place noted above, the bids will be publicly opened and announced.

Bidding Documents, including plans and specifications, may be viewed and purchased at www.cdrepro.com. (Click on Login to DFS and register as a new user.) For technical support, please contact Larry Arkwright at Clayton Digital Reprographics, 912-447-0708 or 912-447-8445. Documents are also available for inspection and review at the listed locations. The "Public Inspection" Bidding Documents are not to be used as bid working sets but are for informational purposes and Bidding Sets are available as described previously:

1. Savannah-Chatham County Public Schools Facilities Construction Department, 208 Bull Street, Room 305, Savannah, GA 31401.
2. City of Savannah Entrepreneurial Center 801 East Gwinnett Street, Savannah, GA 31404.

Bidders are cautioned that acquisition of Bidding Documents through any source other than Clayton Digital Reprographics, Inc. 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 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-proposel 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, will be on a total lump sum bid basis. Bidders are required to provide their unit price bid schedule for the total lump sum bid on the form contained herein. 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 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 bid exceeds $100,000, the successful Contractor will 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 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; and
- Whether the bidder's past work 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.

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:** The Contract, if awarded, will be on a total bid on unit price schedule and its terms will be substantially in accordance with the sample Construction Contract attached as the Form of Agreement to this solicitation.

2. **Examination of Site:** In undertaking the work under this Contract, the Contractor acknowledges that he has visited the Project Site and has taken into consideration all observed conditions that might affect his work. The Project site is property of the District. No easements or rights-of-way are required on the site. The Design Professional shall file for all applicable Permits prior to award of the Contract. The Contractor shall be responsible to obtain all applicable Permits from the Jurisdiction prior to commencing work governed by Permit.

3. **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.

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

5. **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.

6. **Submission 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.

7. **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.
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 P.M., on Wednesday, June 8, 2016. 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 or District. 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: Unless otherwise stipulated, all alternate bids are deductive. 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. The acceptance of any deductive alternate will be utilized as a last resort to accomplish the Project without requiring a redesign and rebidding of the Project. Any alternate, or alternates, if taken, will be taken in numerical sequence to the extent necessary to bring the Project within 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 Design Professional 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 Design Professional, the Design Professional 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 Design Professional in writing. For the Design Professional to prepare a 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 Design Professional 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 5:00 pm Wednesday, June 8, 2016 deadline. Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved equal. Bidders are not permitted to contact the Design Professional directly. 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.

(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 Design Professional 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 Design Professional 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 Design Professional in the exercise of his professional 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 Design Professional, but determined to be acceptable to Design Professional 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 Design Professional 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 15 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: Award shall be made on a total bid on unit price schedule basis to the lowest responsive and responsible bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest responsive bid that was received from a responsible bidder. 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 law.

The Board also reserves the right to split the award among multiple bidders if it is determined to be in the best interest of the Board. For example, the District may determine to split the award among multiple bidders if it determines that a single bidder cannot award all of the requested products within the time frame required by the District.

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 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.

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 having exceeded an average of 1.2; and
(e) Whether the bidder's past work 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.

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 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 either to (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 (after taking all deductive alternates) 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. The Board expects that prime contractors on district construction projects will make and document good-faith efforts to maximize the utilization of qualified LMWBE’s as subcontractors and suppliers for District Projects. The Board encourages all members of the local construction community, regardless of ownership or size, to work together on District projects so that all can grow their businesses for the benefit of the Savannah-Chatham community. This solicitation is subject to Board policy FG and regulations thereunder.

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 subcontracts 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. These 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.

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.

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 of 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 having origins in any of the Black racial groups of Africa;
2. Hispanic American: A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race.
A Woman 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.

The School District’s Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

For more information regarding how to best provide opportunities for business growth and development for local and disadvantaged business enterprises, please contact:

Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Bidders or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this BID.

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: Statement of Active Participation in SCCPSS Schools: Documents active participation in SCCPSS schools as encouraged by Board Policy FGC.

FORM 9: 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 10: 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 11: Bid: The form to be used for the Bid actually submitted by the bidder.


FORM 13: Statement of Bidder’s Qualifications: Form for providing information regarding Bidder’s qualifications for the project.

FORM 14: Bidders Reference Form: Form for providing contact information for the owners of past projects that Bidder has provided work for.

FORM 15: Listing of Proposed Subcontractors: List of Subcontractors that Bidder proposes to use on the Project.
FORM 16: **Bid Security Form**: Sample Bid Bond form showing material terms for a bid bond, if required.

FORM 17: **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 16, 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 17 is optional for non-bidders.

18. **Contract Forms**: In addition to the solicitation forms identified above, Bidder shall submit any additional forms, licenses, or other information requested in Attachment “A” or any form agreement (sample contract) attached to this solicitation.

**Attachment**

A. **Specifications**
CERTIFICATION FORM
BID C16-45 (ESPLOST)

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 thereto 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*:

Company

Federal Taxpayer ID No.

Street Address City State Zip Phone No. Fax No.

Responsible Principal

Phone Number of Responsible Principal

*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*:

Contact Person for this Bid

Phone Number of Contact Person

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:

Responsible Principal

Title

Authorized Signature

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 # Bid C16-45 (ESPLOST)

Please check ownership status as applicable:

___ Local

___ Woman

___ African American

___ Hispanic

___ 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

___ Received Invitation to Bid by Mail

___ The Savannah Tribune Legal Ad

___ The Herald Legal Ad

___ Savannah News Press Legal Ad

___ Visiting the Purchasing Office

___ Other ________________________________

DO NOT include any attachments to this form.
Solicitation Form 2
**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>
<thead>
<tr>
<th>Effort</th>
<th>YES or NO. Please explain:</th>
</tr>
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<tbody>
<tr>
<td>Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities</td>
<td></td>
</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></td>
</tr>
<tr>
<td>Communicate with the City of Savannah's Office of Economic Development to identify available and qualified LMWBE firms</td>
<td></td>
</tr>
<tr>
<td>Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors</td>
<td></td>
</tr>
<tr>
<td>Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities</td>
<td></td>
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<tr>
<td>Other efforts</td>
<td>YES or NO. Please explain:</td>
</tr>
</tbody>
</table>

Company __________________________ Name, Title __________________________ Authorized Signature __________ Date __________

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

_______________________________ 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.*

Solicitation Form 3
**LOCAL AND MWBE DEVELOPMENT DOCUMENTATION**

Project Name: Metal Shelving (Annual Contract) (General/ESPLOST)
BID #: C16-45 (ESPLOST)

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

<table>
<thead>
<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.”

**Solicitation 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:

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

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 6
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 service proposed.

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

*If the Bidder is a partnership or joint venture, attach** to this Form (Form 8) 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 I, “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. Attach to this Form a copy of the Bidder’s Business license, which must be identical to that name entered above and on the CERTIFICATION FORM (Form 1)**: Enter below the name of the individual who serves as the Qualifying Agent for the Bidder. Also, 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 local 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 Licensee for the Georgia General Contractor’s license of the Bidder, and license number: (NOT APPLICABLE)

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
**STATEMENT OF ACTIVE PARTICIPATION IN SCCPSS SCHOOLS**

The Board of Education encourages design and engineering professionals who do business with SCCPSS to actively participate in our schools and provide career direction to students interested in learning more about these fields, to include supporting student career days, construction mentorship programs, and other related activities.

(excerpt from Board Policy FGC)

List below current and planned activities which support SCCPSS schools.

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<th>School</th>
<th>Business and/or Individual Name</th>
<th>Date(s)</th>
<th>Activity</th>
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Solicitation Form 8
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 _____, ___, 20___ 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 ________________, 20___.

NOTARY PUBLIC

My Commission Expires:

_____________________________________________________________________________

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

Solicitation Form 9
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 10
BID FORM

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

Re: Bid #C16-45 (ESPLOST) Metal Shelving (Annual Contract) (General/ESPLOST)

Bid: Having carefully examined the Bidding Documents describing Bid #C16-45 (ESPLOST) Metal Shelving (Annual Contract) (General/ESPLOST) including all addendums, as well as the site and conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the entire sum of the Work which sum is hereunder called the Bid: unit cost per playset hereinafter called the Bid.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED QTY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>300</td>
<td>Metal Shelving- Hallowell or approved equal</td>
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<td></td>
<td>Part No.</td>
<td></td>
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</tr>
</tbody>
</table>

Total Bid: _______________________________________ Dollars ($________________)

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

Delivery shall be a maximum of sixty (60) days after receipt of authorized purchase order.

Is the firm able to meet the delivery time of sixty (60) days? Yes _____ No _____

If not, state delivery after receipt of authorized purchase order. ________________________/days

Liquidated Damages: The bid amount acknowledges the contract date for material completion, and an amount of $200 per calendar day for failure to meet the date of delivery.

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 thirty five days after time set for the opening of bids, bidder agrees to execute within twenty-one (21) days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to the District a Performance Bond and a Payment Bond on forms shown in Section 7 of the General Conditions of the Contract, both in an amount of equal to 100 percent of the Contract Sum.

Solicitation Form 11
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 or 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 12
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 General Contracting (O.C.G.A. § 43-41 et. Seq.) Licensee: ______ N/A ______

Licensure as: ______ N/A ______ License #: ______ N/A ______

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

Solicitation Form 13
BIDDERS REFERENCE FORM

For each project, provide owner current contact information and the following:
Item 1: Project name, location and dates during which services were performed
Item 2: Brief description of project (square footage, type of construction, number of stories, describe site area)
Item 3: State if work was phased or constructed on an occupied campus

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Item 3:

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Item 3:

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Solicitation Form 14
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.

<table>
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<tr>
<th>Subcontractor</th>
<th>CSI Division</th>
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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:

DISTRICT: 
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 # C16-45 (ESPLOST) Metal Shelving (Annual Contract) (General/ESPLOST Funds)

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__

Solicitation Form 16
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 17
ATTACHMENT A

Specifications

Bid #C16-45 (ESPLOST)

Metal Shelving (Annual Contract) (General/ESPLOST)

The project specifications listed in this section supersede any contradictory references made in the General Terms and Conditions of this solicitation package.

1.0 GENERAL INTENT
The intent of these specifications is to solicit formal sealed bids from qualified firms to establish a contract, through competitive negotiation, to provide heavy duty metal shelving for various sites within the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. This contract will be primarily utilized by the Facilities Management Department on an "as needed" basis. The quantity and nature of work will vary throughout the term of this contract. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

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

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing's designees, at pre-bid 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.

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

4.0 AUTHORITY
Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.
5.0 SUBMITTALS AND ATTACHMENTS
Bidder is required to enclose with bid the following forms, certifications, and licenses. Failure to do so may result in your bid being deemed as non-responsive.

A. Forms 1 through 8
B. Certificate of Insurance (Limits stated in Section B on Insurance; Bidder will list the District as a Certificate Holder).
C. Copy of Current Business License/Tax Certificate.
D. State of Georgia License (As Applicable)
E. Copy of Manufacturer Data Sheets/Specifications
F. Standard Manufacturer's Warranty (minimum 1 year).
G. Extended Warranty (As Applicable)
H. Completed W-9 Form
I. Contractor's Affidavit (E-Verify)
J. List of Technicians that will be assigned to a resulting contract and proof of Technician certification (As Applicable) (Service only).

6.0 BASIS OF CONTRACT AWARD
For bids to be considered, bidders shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

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

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

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

The Board also reserves the right to split the award among multiple bidders if it is determined to be in the best interest of the Board. For example, the District may determine to split the award among multiple bidders if it determines that a single bidder cannot award all of the requested products within the time frame required by the District.

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

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

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

In the event that a bidder is offering another manufacturer and/or model number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting
equivalency rests with the bidder. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final. Payment will not be released to the bidder until all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.

10.0 DETAILED SPECIFICATIONS
All required work will be determined by Facilities Management Department. Facilities will notify the primary contract recipient of the job requirement. The quantities are estimates. The actual amount ordered could be more or less. The metal shelving will be purchased on an "as needed" basis for the duration of the contract.

Item No. 1- High-Capacity Reinforced Bolted Shelving
Manufacturer: Hallowell
Estimated Quantity: 300

- Color: Gray
- 48"W x 72"H x 18"D with 8 shelves
- Angle posts shall be 2" x 2" x13 gauge cold rolled steel corner post uprights punched on 1" centers.
- Reinforced shelves shall be fabricated from 14 gauge cold rolled steel and double flanged at all four sides with underside stiffeners.
- Twelve (12) month warranty

11.0 BRAND NAME
Any reference to brand names and code or model number in these specifications is offered as a point of reference in order for bidders to consider style, sizes, weights and similar characteristics. The use of Brand names within this document should not be interpreted as the exclusive brand desired. Bids for products that have been pre-approved by the District as Equal or Equivalent will be accepted.

Specifications used are intended to be open and non-restrictive. The successful bidder is invited to inform the SCCPSS Purchasing Department whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the Purchasing Department rules that it is in the best interest of SCCPSS to consider.

12.0 INTERPRETATION OF THE TERM "EQUAL"
The District reserves the right to determine the quality of articles bid as alternates, equal or approved equal, and further reserves the right to reject any and all articles so judged as not equal. If any person contemplates submitting a bid is in doubt as to the true meaning of any part of the conditions and/or specifications, he may submit to the District a written request for any interpretation thereof prior to the specified deadline to allow sufficient time, if required, for a reply to reach all those who received an invitation to bid and to be acted upon, if necessary, before the time and date of bid opening. The District will not be responsible for any other interpretations or explanation of the specifications.

13.0 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 Purchasing Department in writing. For the Purchasing Department to prepare an addendum properly, detailed specifications must be submitted for approval.

All requests for product substitution must be submitted to the Attention of the Purchasing Director prior to the 5:00 pm Wednesday, June 8, 2016. Requests must include full 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.
14.0 SILENCE OF SPECIFICATIONS
The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

15.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID
If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addendum and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System's Purchasing Department. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

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

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

18.0 PERFORMANCE PERIOD
This bid will establish an annual contract to remain open for one year beginning with the award of the contract. SCCPSS reserves the right to extend the contract for additional (2) years with bilateral agreement.

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

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

20.0 PRICING
Price shall include shelving, inside delivery, and installation. Price will include a standard 12 month manufacturer warranty, all applicable freight, tailgate delivery, split shipments (multiple deliveries), all equipment, parts, tools, supplies, labor, travel time, disposal and transportation costs, taxes, per diem, fuel surcharges, F.O.B. Destination, etc., required to perform the scope of work and specifications provided herein.

Bidder will also state any additional costs associated with any extended warranties offered on specified equipment, materials, and/or services after the standard 12 month warranty period expires. Bidder will complete all work during normal business hours unless approved in advance (in writing) by the District's contract representative.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.
21.0 ESCALATION/DE-ESCALATION CLAUSE
All prices offered shall be firm against any increase for one (1) year from the effective date of the contract. Thirty (30) days prior to renewal, SCCPSS may entertain a request for escalation in an award renewal in accordance with the most recently published Producer Price Index at the time the vendor responds to a request for renewal. SCCPSS reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for the one year renewal period. This clause also enables SCCPSS to seek de-escalation on the basis of the same cited index and terms.

22.0 DELIVERY AND INSTALL
All deliveries made to District sites shall be inside delivery. Each unit must be installed by the awarded vendor. Deliveries must be coordinated with District staff prior to delivery. The installing contractor will remove the merchandise from the truck or transport vehicle to the building. Delivery requirements must be priced as stated on the Bid submittal form. Delivery must be during normal school/working hours. Delivery personnel shall not, under any circumstance, unload shipments and leave them unattended.

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 not yet delivered or rendered. The District may purchase substitute goods or services and charge vendor for any additional expense incurred.

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

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

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

All original invoices should be mailed to:
Savannah-Chatham County Board of Education
Attention: ACCOUNTS PAYABLE
208 Bull Street Room 119
Savannah, Georgia 31401

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

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

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

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

26.0 DISCONTINUATION OF COMMODITY, EQUIPMENT, OR TECHNOLOGY UPGRADES
In the event that configurations or models offered are discontinued or upgraded by the manufacturer, the Bidder(s)/Contractor(s) shall recommend an equivalent replacement item from the same manufacturer at equal or lower pricing. Bidder(s)/Contractor(s) shall advise SCCPSS’ Purchasing Department and/or SCCPSS’ Facilities Management Division of any anticipated discontinuation along with a recommended replacement. The Bidder(s)/Contractor(s) shall advise SCCPSS of any anticipated discontinuation or upgrades with thirty (30) days advance notice. New replacement of commodity, equipment, or technology upgrade shall be provided to the Facilities Management Division for testing and evaluation. SCCPSS reserves the right to accept or reject the replacement item.

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

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

29.0 LIQUIDATED DAMAGES
The District will reduce the Bidder’s invoice in the amount of $200/PER DAY for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Bidder’s invoice for failure to provide the services as specified to include late performance.

In the event of any delayed Work completion and the Bidder’s failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Bidder therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in addition to performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts. The parties agree that the specified Liquidated Damages are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by the Owner for such delay or interruption in view of the uncertainty and impossibility of ascertaining actual damages that would be incurred.

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

31.0 SUBCONTRACTING
The Bidder shall not subcontract any part of the work to be covered by this contract without the District’s prior written approval. All approved subcontractors Providers and their personnel assigned to this contract shall be listed as Attachment A “Personnel Listing” of this document.
The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

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

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

33.0 BID BOND AND PERFORMANCE/PAYMENT BOND REQUIREMENTS (NOT APPLICABLE)
Bidders are required to submit with their bid a Bid Bond in the form of (a) Bid Bond payable to the Savannah-Chatham County Public School System, Chief Financial Officer; or (b) a bank draft, cashier’s check, or money order payable to the order of the Savannah-Chatham County Public School System, Chief Financial Officer. The Bid Bond will be in the amount not less than five percent (5%) of the total bid amount as a guarantee that the Bidder will, within fifteen (15) days after the date of the conditional award of a contract, execute an agreement as required by the contract documents, if its’ bid is accepted. Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a Surety Company approved by the District, that has the minimum equivalency of a Best and Company A-X Rating. If Successful Bidder fails to execute and file any Agreement or fails to furnish any bond, insurance or document required by the contract documents, the bid security submitted with bid will be forfeited as liquidated damages. Successful Contractor will be required to provide a performance/payment bond within fourteen (14) days of intent to award for the total project cost.

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

35.0 INDEMNIFICATION
The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the “Board”), the Savannah-Chatham County Public School District, and all of their respective board members, officers, and employees (hereinafter collectively referred to as the “Indemnites”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor.

This indemnification obligation will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnites.

This indemnification does not extend beyond the scope of this contract awarded to the Contractor and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnites.
This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

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

36.0 INSURANCE REQUIREMENTS

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

The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

a. Commercial General Liability- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.

b. Automobile Liability- Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than $1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.

c. Worker’s Compensation Insurance- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq.

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

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

37.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

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

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

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

38.0 LITIGATION HISTORY

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.
39.0 COMPLIANCE WITH LAWS
Bidder will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

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

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

42.0 SCHEDULING OF WORK
All work will be scheduled with the Mr. Michael Coon, Sr. Director of Capital Projects or his designee. All work will be performed during normal business hours unless bid option for evening, weekend and holiday work schedule is accepted and awarded by the District. Bidder will be required to sign at the work site during normal/school hours. After normal/school hours, the Bidder will notify Campus Police at (912) 395-5565 when they leave for the day.

43.0 TERMINATION
The District shall have the right to terminate any contract resulting from this solicitation, with or without cause, pursuant to the terms provided in the resulting contract.