Ladies and Gentlemen:

The Savannah-Chatham County Public School System would like to take the opportunity to announce that we are requesting Bids for the Purchase and Installation of Playground Equipment at Various School Sites (Annual Contract) under BID NO. C16-07 (ESPLOST), by a firm authorized to do business in the State of Georgia with General Contracting experience. A Mandatory Pre-Bid Conference will be conducted at 9:00 A.M. on Thursday, July 2, 2015 at Hesse K-8 School, located at 9116 Whitfield Avenue, Savannah, Georgia, 31406. Bidders will meet at the front entrance of the building. An accompanied site visitation will follow. Bids will not be accepted from any firm that is not represented at the Mandatory Pre-Bid Conference and site visitation.

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 C16-07 (ESPLOST) are June 16, 2015 to June 29, 2015 and June 30, 2015 to July 17, 2015. Bids will be accepted prior to 2:00 P.M. on Friday, July 17, 2015 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 bid exceeds $100,000, a bid bond, in the amount of 5% of the total bid amount must be submitted with bid. If bid exceeds $100,000, the successful bidder will be required to provide performance and payment bonds within 14 days of Intent to Award Notification. 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 and a copy of the General Contractor’s State of Georgia License. If you have any questions concerning this bid, please submit them in writing to the address above or fax them to (912) 201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Very truly yours,

[Signature]

Savannah Scale, C.P.B.
Purchasing Director
BID REQUIREMENTS

INVITATION TO BID #C16-07 (ESPLOST)

The Savannah-Chatham County Public School System hereinafter referred to as the "District" will receive sealed bids from General Contractors 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 2:00 P.M., on Friday, July 17, 2015, the time legally prevailing in Savannah, Georgia for Bid #C16-07 (ESPLOST) Playground Equipment for various school sites (Annual Contract). At the time and place noted above, the bids will be publicly opened and announced.

***Not applicable*** 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 912-447-5445. 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 Mandatory Pre-Bid Conference will be conducted at 9:00 A.M. on Thursday, July 2, 2015 at Hesse K-8 School, located at 9116 Whitfield Avenue, Savannah, Georgia, 31406. Bidders will meet at the front entrance of the facility. An accompanied site visitation will follow. Bids will not be accepted from any firm that is not represented at the Mandatory Pre-Bid Conference.

A 'Cone of Silence' is imposed upon this invitation to bid after advertising, and terminates at the time the Board awards a contract. The Cone of Silence prohibits any communication regarding this BID between, among others which includes: Potential vendors, service providers, proposers, lobbyists or consultants, any member of the District's professional staff, or their respective staff and members, respective Design Professional, respective selection committee members, or any elected official. The Cone of Silence does not apply to oral communications at pre-proposal conferences, site visits (as applicable), oral presentations before selection committees, contract negotiations or communications in writing at any time unless specifically prohibited by this BID document. In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder shall render any Bid voidable by the District. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District.

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. Bids 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. 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 in its sole and complete discretion to waive technicalities and informalities. The District further reserves the rights in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget. 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 responsible 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.
1. **Basis of Contract:** Contract, if awarded, will be on a total bid on unit price schedule and will be substantially in accordance with the Contract shown on pages 1 through 3.

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

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., July 6, 2015. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in an Addendum to the plans and specifications will be sent to all plan holders of record. Acknowledgement of receipt of such Addendum shall be listed in the Bid Form by the Contractor.

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

Savannah-Chatham County Public School System  
Attention: Margaret Disher, CPPB, Purchasing Agent  
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 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 an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application to the 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 July 6, 2015 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.

14. **District's Rights Concerning Award**: The District reserves the right in its sole and complete discretion to waive technicalities and informalities. The District further reserves the right in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. 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 deductible 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 LMWBES 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.

Bid C16-07 (USPI OST) Purchase and Installation of Playground Equipment for Various School Sites (Annual Contract)

Page 5 of 24

June 16, 2015
The Bidder must demonstrate a good faith effort to provide opportunity for local and LMWBEs, in part by providing as a part of its Statement of Qualifications the forms provided in this BID, which shall be completed in a manner sufficient to provide documentation of such good faith efforts. Those forms pertaining to development of local and disadvantaged enterprises include:

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

Good faith efforts should include, but not be limited to, the following:

- Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities.
- Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.
- Communicate with the City of Savannah’s Office of Economic Development to identify available and qualified LMWBE firms.
- Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities.

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

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 sylvestertf@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.

Bid C16-07 (I-SPI Oston) Purchase and Installation of Playground Equipment for Various School Sites (Annual Contract)
Page 6 of 24

June 16, 2015
All Bidders must read and complete all required and/or applicable documents included in the Forms Section of the Instructions to Bidders.

17. **Bid Requirement 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.

Forms 1 through 10, 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.

18. **Contract Forms:** The contract forms, including the Payment and Performance Bonds, shall be as set forth in the General Conditions, Section 17 – Forms.

**Attachments:**

1. Project Specifications
2. Project Plans (drawings)
3. Form of Agreement
CERTIFICATION FORM
BID C16-07 (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 a 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.

SCCPSS BID 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 #  C16-07 (ESPLOST)

Please check ownership status as applicable:

___ Local

___ Woman

___ African American

___ Hispanic

___ Majority

___ Non-Local

Authorized Signature: ___________________________  Date: ________________

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

____________________________________  Notary Public; My Commission Expires: ___________

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

___ City of Savannah, Department of Economic Development

___ The Herald Legal Ad

___ Received Invitation to Bid by Mail

___ Savannah News Press Legal Ad

___ The Savannah Tribune Legal Ad

___ Visiting the Purchasing Office

___ Other ___________________________________________

DO NOT include any attachments to this form.

SCCPSS BID 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 an Bidder will include, but not limited to, the following:

<table>
<thead>
<tr>
<th>Effort Description</th>
<th>YES or NO. Please explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attend pre-solicitation meetings to inform MWBEs of subcontracting opportunities</td>
<td></td>
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<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 MWBE firms</td>
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</tr>
<tr>
<td>Select portions of work for subcontracting in areas with established availability of MWBE subcontractors</td>
<td></td>
</tr>
<tr>
<td>Solicit and negotiate with available and qualified MWBEs for specific subcontracting opportunities</td>
<td></td>
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<tr>
<td>Other efforts</td>
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</tr>
</tbody>
</table>

Company: ___________________________  Name, Title: ___________________________  Authorized Signature: ___________________________  Date: ___________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___________________ DAY OF: ___________________, 201____

__________________________________________  Notary Public; My Commission Expires: ___________________________

*Include attachments to this form only as deemed necessary. Any attachments to this form must be marked clearly on each page with the words, “Attachment to Form 3.”*

SCCPSS BID FORM 3
**LOCAL AND MWBE DEVELOPMENT DOCUMENTATION**

**Project Name:** Purchase and Installation of Playground Equipment at Various School Sites  
**BID #: C16-07 (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."

---

SCCPSS BID 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 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.

_________________________________________
Authorized Signature

State of ________________________________

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.

SCCPSS BID 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.

SCCPSS BID FORM 6

Bid C16-07 (1ISP1, OIT) Purchase and Installation of Playground Equipment for Various School Sites (Annual Contract)  

June 16, 2015
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 1, “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 Georgia Contractor’s 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 also 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.

Name of Qualifying Agent for the Georgia General Contractor’s license of the Bidder, and license number:

Full Name: ___________________________ Date: ___________________________

Name, Title ___________________________ Authorized Signature __________

Company

SUBSCRIBED AND SWORN BEFORE ME ON THIS __________ 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.

SCCPSS BID FORM 7
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.

<table>
<thead>
<tr>
<th>School</th>
<th>Business and/or Individual Name</th>
<th>Date(s)</th>
<th>Activity</th>
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</tbody>
</table>

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

Federal Work Authorization User Identification Number __________________________

Date of Authorization __________________________

Name of Subcontractor __________________________

Name of Project __________________________

Name of Public Employer __________________________

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

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

________________________________________
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

SCCPSS BID 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-SUBCONTRACTOR/SUPPLIERS

SCCPSS FORM BID 10
BID REQUIREMENTS

BID FORM

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

Re: Bid #C16-07 (ESPLOST) Purchase and Installation of Playground Equipment at Various School Sites (Annual Contract)

Bid: Having carefully examined the Bidding Documents describing Bid #C16-07 (ESPLOST) Purchase and Installation of Playground Equipment at Various School Sites (Annual Contract) including all addendums, as well as the site and conditions affecting the Work, bidder hereby proposes to furnish all, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the unit cost per playset hereinafter called the Bid. The District reserves the right to award bid as deemed to be in the best interest of the District which includes but is not limited to: Award to the low overall bidder, award to multiple bidders for one or more playground systems, award to the low bidder by playground system, etc.:

<table>
<thead>
<tr>
<th>Item:</th>
<th>Description:</th>
<th>Total Play Activities/Events per Set</th>
<th>Unit Cost:*</th>
<th>Qty: (Initial Order Only)</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Playset #1</td>
<td></td>
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<td>2.</td>
<td>Playset #2</td>
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<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Playset #3</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

*Unit cost includes all labor, materials, supplies, equipment, surfacing and border materials, taxes, per diem, insurance, inspection services, warranties, extended warranties, fuel surcharges, add on fees, etc. The District will absolutely not honor any price increases or add on charges for the duration of the contract.

Equipment Delivery: ___________ /Days from receipt of purchase order

Installation of Equipment: ___________ /Days upon delivery of equipment to job site

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

Liquidated Damages: Time being of the essence for this Project, and a material consideration thereof, the bidder agrees that all Work sought to be performed through this solicitation shall be completed by the contract date for material completion. In the event of delay or nonperformance caused by the Bidder, then Bidder agrees to pay the District liquidated damages in the amount of $500 per calendar day for each calendar day after the date established for material completion, but, in no event, shall the amount of liquidated damages exceed the total contract price. Bidder agrees that this $500 per day late completion fee constitutes liquidated damages, not a penalty, because the damages for the deprivation of use due to late delivery are difficult to determine. Extension of time is the bidder’s sole remedy for any delays not the fault of the bidder. The bidder shall not be entitled to any damages for delay or to any other reimbursement as a Cost of the Work, or to an increase in the Contract Sum, or to payment, damages, monies, or compensation of any kind from the District for direct, indirect, impact, or disruption damages (including but not limited to costs of acceleration of Work or any Phase thereof) arising because of delay or other hindrance of any kind whatsoever; except as specifically permitted by the parties’ final Contract documents or subsequent change order approved by the District.

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.
Commencement and Completion of Work: Upon the Effective Date of the Contract, bidder agrees to commence all Preconstruction Activities. Within ten days of the date specified in the Proceed Order, bidder agrees to commence physical activities on the Site with adequate forces and equipment and to Project Completion no later than 45 Days from Notice to Proceed from the date specified in the Proceed Order and to be 100% complete including all deficiencies within no more than 30 days of Material Completion.

Bid Bond: Enclosed herewith is a Bid Bond (cashier's check or other form of security are acceptable) in the amount of ___________________________ Dollars ($ ______________________) (being not less than five percent of the Bid). Bidder agrees that the above stated amount is the proper measure of liquidated damages that the District will sustain by bidder's failure to execute the Contract or to furnish the Performance and Payment Bonds should bidder's bid be accepted.

Obligation of Bid Bond: If this bid is accepted within thirty five days after the date set for the opening of bids and bidder fails to execute the Contract within twenty-one (21) days after Notice of Successful Bid, or if bidder fails to furnish both Performance and Payment Bonds, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the District as liquidated damages for such failure; otherwise, the obligations of the Bid Bond will be null and void.

Bidder Certification

Certification under Oath:

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

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

STATE OF GEORGIA
COUNTY OF ____________________________

I do solemnly swear on my oath that, as to the Contract dated ____________________________, 201______, between

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

BY: ____________________________
Authorized Signature (BLUE INK PLEASE)

______________________________
Printed Name

______________________________
Title

Sworn to and subscribed before me this ___ Day of ____________, 201_____.

____________
Notary Public

My commission expires: ______________
(SEAL)

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

Bidder’s Address:

LEGAL NAME OF BUSINESS

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.) Qualifying Agent: ________________________________

Licensure as: __________________________ License #: __________________________

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

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

Bidder Hereby Certifies that Bidder:

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

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

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

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

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

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

g. Has sufficient cash flow to perform this Project.

Remarks or explanations of the above paragraph a through g:
ENCLOSE WITH THIS BID IN A SEPARATE SEALED ENVELOPE A COPY OF YOUR FIRMS MOST RECENT AUDITED
FINANCIAL STATEMENT AND A LETTER FROM YOUR INSURER IDENTIFYING YOUR EMR RATES FOR THE PAST THREE
YEARS.

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

Bidder Certification

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

BY: ________________
Authorized Signature (BLUE INK PLEASE)

_______________
Printed Name

_______________
Title

Sworn to and subscribed before me this _____ Day of ______, 20____.

__________________________
Notary Public

My commission expires: ___________________

(SEAL)

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

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

PLEASE INDICATE BELOW WHICH DESCRIPTION APPLY TO YOUR COMPANY:

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

______ DESCRIPTION DOES NOT APPLY TO YOUR COMPANY
BIDDERS REFERENCE FORM

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:
**Listing of Proposed Subcontractors:**

Attached hereto is 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>
<thead>
<tr>
<th>Subcontractor</th>
<th>CSI Division</th>
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</tbody>
</table>
BID REQUIREMENTS

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 # C16-07 (ESPLOST) Purchase and Installation of Playground Equipment at Various School Sites (Annual Contract)

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

Signed and sealed this ______ Day of _____________, 201_.

Name of Contractor ______________________________________

Principal

_____________________________________________________

Witness By: (Seal)

Title __________________________________________________

Name of Surety: _______________________________________

_____________________________________________________

Surety Witness

By: ___________________________________________________

(Seal) (*)

(*)Attach Power of Attorney

Sworn to and subscribed before me this

______ day of ________________, 201___

My Commission expires this _______ day of

__________________________________________, 201___

Notary Public
ATTACHMENT “A”

SPECIFICATIONS

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

1.0 "CONE OF SILENCE" REQUIREMENTS:

From the issue date of this Invitation for Bid until completion of the entire solicitation process and announcement of award notification, all supplier communication must be authorized by the Purchasing Department including but not limited to communications with school system employees and/or contracted agents related to this Invitation for Bid. Violation of this provision may result in rejection of the supplier’s response.

2.0 GENERAL INTENT:

The purpose of this solicitation is to establish a one-year term contract, with the option to renew for two (2) additional one year terms, for the “as needed” purchase and installation of playground equipment at various school sites, for the Savannah-Chatham County Public School System, herein referred to as “District” The successful Bidder(s), upon the receipt of a Notice to Proceed, will be required to immediately commence services, with the purchase and installation of one (1) or more playground equipment systems at the Hesse K-8 Elementary School, and will be required to comply with Project completion within 45 days of Notice to Proceed. The District reserves the right to award an annual contract as deemed to be in its interest which includes but is not limited to: Award to one bidder, Award to multiple bidders for one or more playground systems, etc.

Hesse K-8 Elementary School
9116 Whitfield Avenue          One (1) Play System #2
Savannah, GA  31406             One (1) Play System #3

3.0 DESCRIPTION:

Successful bidder, herein after referred to as "Contractor", will be required to provide all equipment, labor and materials to perform the Scope of Work requirements stated herein "Turn-key". 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.

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 **CONTRACT CHANGES:**

By written notice to the Contractor, the District may make changes, within the general scope of the contract.

6.0 **INTERPRETATION OF THE TERM "EQUAL":**

The Savannah-Chatham County Board of Education 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. **All requests for material substitution must be submitted prior to the July 6, 2015 deadline. Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved 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.

7.0 **PERFORMANCE PERIOD:**

This bid will establish a contract to remain in effect for a minimum period of one year from the date of award, with the option to renew for two (2) additional one year periods. All playground equipment system unit prices will remain firm for the contract duration. Absolutely no price increases, fuel surcharges, etc. will be accepted during the contract terms. Contractor will not be compensated for any services and/or equipment until all playground equipment/materials and installation services have been delivered and accepted by the Savannah-Chatham County Public School System. Bidder will state a guaranteed delivery period and project completion period (upon the receipt of Notice to Proceed) on the bid proposal sheet, for each playground system type.

8.0 **ACCEPTANCE PERIOD:**
A one-hundred twenty (120) day period from bid opening date is generally allowed to review and evaluate all responses. The District attempts to complete all procurement processes prior to the end of a one-hundred twenty (120) day period.

9.0 INQUIRIES:

Interested bidders may contact the District to get clarification of the bid proposal. ALL INQUIRIES MUST BE RECEIVED NO LATER THAN 5:00 P.M., July 6, 2015. All questions will be directed in "writing" to the attention of Sabrina L. Scales, CPPB, Purchasing Director, Savannah-Chatham County Public School System, 208 Bull Street, Room 213, Savannah, Georgia, 31401 or by fax to (912) 201-7648. EMAIL INQUIRIES WILL NOT BE ACCEPTED. No employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to each bidder by written addendum. No questions will be answered by phone.

10.0 SITE VISITATIONS:

Bidders are encouraged to familiarize himself with the job site and all aspects of the scope of service requirements prior to submitting a bid. Additional site visitations can be arranged (by appointment only) by contacting Mr. Kevin Ralston, Project Manager, SCCPSS at (912) 395-3000.

11.0 PRICING AND DELIVERY:

Price will include a standard 60 month manufacturer warranty, all applicable freight, delivery, installation, and inspection services, all equipment, parts, tools, supplies, labor, travel time, disposal and transportation costs, taxes, per diem, fuel surcharges, etc., required to perform the scope of work and specifications provided herein "turn-key". Bidder will also state any additional costs associated with an extended warranties offered on Playground Equipment after the standard 60 month warranty period. Bidder will complete all work during normal business hours unless approved in advance (in writing) by the District's contract representative. The District reserves the right to accept or reject any bid as deemed to be in its best interest.

**Time is of the essence for the school project identified above in Section 2.0.** Delivery of all playground equipment systems and installation services for the Hesse K-8 school site must be completed **within 45 Days of Notice to Proceed.** All early deliveries must be coordinated with the District's authorized representative(s). Delivery and completion date is final. No other delivery dates other than stated will be accepted or considered for this project. Unless otherwise specified, orders shall be shipped F.O.B. Destination to the designated site. Since the Contractor will be responsible for all freight expenses, the selection of carrier shall be determined by the Contractor. Per Board regulations, **NO BACKORDERS WILL BE ALLOWED.** Orders must be shipped in their entirety. Vendors purchasing equipment and supplies prior to the issuance of a
purchase order do so at their own risk and the school district shall not be held liable. No verbal or faxed orders from district sites shall be accepted.

12.0 SCHEDULING OF WORK:

All work will be scheduled with the District's Contract Representative, Mr. Kevin Ralston, Project Manager, 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. Contractor will be required to sign in and out at the work site construction trailer during normal/school hours. After normal/school hours, the Contractor will notify Campus Police at (912) 395-5565 when they leave for the day.

13.0 WARRANTY REQUIREMENTS:

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 eighteen (18) 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 Contractor 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.** Contractor must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of the new playground equipment systems.

14.0 MINIMUM CONTRACTOR QUALIFICATIONS:

A. The Contractor must be bonded, registered and licensed within the State of Georgia.

B. Contractor’s service technicians who will have the responsibility of providing the services requested must have a minimum of three (3) years verifiable experience with the types of equipment, manufacturers, and services described herein. Bidders shall enclose with this bid submittal, a list of the technicians that will be assigned to project and a brief description of their experience on projects of similar size and scope.

C. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein. References shall include a brief description of the services provided and the size of the project, name of a current contract representative, and fax number.
D. The Contractor must be qualified and familiar with the types of products and services specified and must have demonstrated a past history of responsiveness, technical expertise and professionalism.

E. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

F. The Contractor must demonstrate its ability to meet all Bonding and Insurance requirements (as applicable) and all Warranty Requirements.

G. The Contractor must demonstrate its financial stability by providing to the District (upon written request only) a copy of their most recent Audited Financial Statement.

H. The Contractor must comply with all licensing, insurance, and registration requirements.

15.0 SUBCONTRACTING:

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

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

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

16.0 LIQUIDATED DAMAGES:

The District will reduce the Service Provider’s invoice in the amount of $500/PER DAY for sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Service Provider’s invoice for failure to provide the services as specified. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

17.0 SUBMITTALS & ATTACHMENTS:

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

A. Forms 1 through 9.
B. Certificate of Insurance (Limits shown on Attachment B; Successful Contractor will list the District as a Certificate Holder)
C. Copy of 2015 Business License/Tax Certificate.
D. State of Georgia License (As applicable).
E. Copy of Manufacturer Data Sheets/Specifications.
F. Standard Manufacturer’s Warranty (minimum 5 Years).
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 Installer Certification.
L. Bid Bond (5% of the total bid amount)
M. Successful Contractor(s) will be required to provide both a payment and performance bond, each in an amount equal to 100 percent of the Contract Sum prior to the execution of the contract.
N. Play System Component Specifications/Manufacturer Data Sheets/Catalog
O. Drawings for Play system #1, #2 and #3 with proposed component names clearly identified.

18.0 **INVOICES:**

Copies of all invoices, along with a signed receiving acceptance report (checklist) will be submitted to the attention of Mr. Kevin Ralston, Project Manager, Facilities Management, Savannah-Chatham County Public School System, 208 Bull Street, Savannah, GA 31401, 10, (912) 201-5687 Fax. Original copy of invoice shall be mailed or hand delivered to:

Savannah Chatham County Public School System
Accounts Payable
208 Bull Street, Room 119
Savannah, GA 31401

19.0 **BASIS OF CONTRACT AWARD:**

If awarded, consideration will be given to any previous performance for the District as to the quality of service and merchandise, product warranties, and with regard to the bidder’s ability to perform, if awarded any portion or all of the bid. The District reserves the right to accept the bid, which in its best judgment; best serves the interests of the District without regard to the same being the lowest bid, which includes but is not limited to, award of all playground systems to one(1) bidder, award of multiple systems to one(1) bidder, award to the low bidder for each system, etc. The resulting contract(s) will be for a period of one(1) year with the option to renew for two (2) additional one year terms.

20.0 **TAXES:**
Contractor will timely pay all taxes lawfully imposed upon Contractor with respect to this Contract. Contractor makes no representation whatsoever regarding any tax liability of Contractor, nor regarding any exemption from tax liability related to this contract.

21.0 FISCAL FUNDING:

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

22.0 TECHNICIAN QUALIFICATIONS:

The personnel used in conjunction with the resulting contract shall be fully trained and qualified to perform the work. Contractor’s installers who will have the responsibility for providing services under the resulting contract shall be authorized by the manufacturer to perform the type of services described herein. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein.

23.0 DAMAGE:

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

24.0 CLEANING-UP:

The Contractor shall keep the premises clean and free from the accumulation of waste materials and rubbish. This shall be done on a daily basis. At the completion of the work, Contractor will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

25.0 DELAYS AND EXTENSION OF TIME:

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

26.0 PROTECTION AND STORAGE OF MATERIALS:

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

27.0 SUPERVISION:

The Contractor will provide all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

28.0 PERSONNEL:

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

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

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

C. The use of tobacco or tobacco products on Board property is prohibited by State law.

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

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

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

G. Possession of firearms will not be tolerated on Board property; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation.

H. No person who has a firearm in their vehicle will be permitted to park on District property.

Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor’s agreement with the Contractor for the District’s contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor’s agreement with the Board shall be terminated.

29.0 OCCUPATIONAL SAFETY AND HEALTH ACTS:

Contractor(s) who perform any work under this bid 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.

30.0 COMPLIANCE WITH LAWS:

Contractor 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.

31.0 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 digits numbers. All forms must be notarized and all affidavits are subject to open records.
32.0 **ROYALTIES AND PATENTS:**

The Contractor shall pay for all royalties and patents and shall defend all suits or claims of infringement on any patent right and shall hold the District harmless from loss and account thereof.

33.0 **NONDISCRIMINATION CLAUSE:**

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

34.0 **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.

35.0 **TERMINATION OF CONTRACT:**

The District may terminate the contract if the successful Contractor fails to perform at the level specified in the contract document. The Successful Contractor may terminate the contract if the District fails to meet the specified payment terms. Each party shall follow the procedure outline below if a contract is to be terminated. Settlement terms will include payment for all services and products delivered satisfactory but may not include payment for documented interior service or product.

Issue warning letter and outline violations and length of time to correct the problems. Issue a letter of intent to cancel contract if the problem(s) are not resolved by a given date. Issue a letter of contract termination.

36.0 **TERMINATION OF CONTRACT FOR CAUSE/CONVENIENCE:**

The District reserves the right to terminate this agreement, or any part hereof for cause or its sole convenience. In the event such termination, the Contractor will immediately stop all work hereunder. In the event of a termination for cause, the District will not be liable to the Contractor for any amount for supplies or services, not accepted, and the Contractor will be liable to the District for any and all rights and remedies due as a result of the cancellation of this agreement. If it is determined that the District improperly terminated this contract for cause, such terminations shall be deemed a termination for convenience. The District reserves the right to cancel any contract if and when services are determined to be unsatisfactory. The District's Purchasing Director shall be the sole judge in this matter.

37.0 **TERMINATION FOR CAUSE/DEFAULT:**
If the Contractor fails to deliver goods or to provide services in accordance with the contract's terms and conditions, the District, after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies with the District may have. Specifically, if, through any cause, the successful Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

SCCPSS – Various Elementary School Playgrounds

SPECIFICATIONS/SCOPE OF WORK

SECTION 116800 - PLAY FIELD EQUIPMENT AND STRUCTURES

PART 1 – GENERAL:

1.1 SUMMARY

A. This Section includes the following:
   1. Freestanding playground equipment and structures.
   2. Composite playground equipment and structures.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: Show fabrication and installation details for playground equipment and structures.
C. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
   1. Extent of surface systems and use zones for equipment.
   2. Critical heights for playground surface, or fall heights for equipment.
D. Samples: For each type of exposed finish.
E. Product certificates.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained, approved, and certified by manufacturer.
B. Manufacturer Qualifications: A firm whose playground equipment components have been certified by a third-party product certification service
and approved by the N.P.R.A.

C. Safety Standards: Provide playground equipment complying with or exceeding requirements in the following:
   1. ASTM F 1487.
   2. CPSC No. 325.

D. Pre-installation Conference: Conduct conference at Project site.
E. Inspection Report compiled by a Certified Playground Inspector.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground equipment that fails in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Any Structural failures.
      b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   2. Warranty Period:
      a. 15 years from date of Completion and acceptance on punched steel decks, pipes, rails, loops, rungs and polyethylene components.
      b. Lifetime limited warranty on support posts, powerlock and hardware.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
   2. Procruts: Subject to compliance with requirements, provide one of the products specified.
   3. Basis-of-Design Product: The design for each piece of playground equipment is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

2.2 MATERIALS

A. Steel: Comply with the following:
   1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M
   2. Steel Pipe: ASTM A 53/A 53M or ASTM A 135, standard-weight
   3. Steel Tubing: ASTM A 500 or ASTM A 513, cold formed
4. Steel Sheet: ASTM A 1011/A 1011M
5. Perforated Metal: Steel sheet not less than 0.0747-inch uncoated thickness; manufacturer's standard perforation pattern.
6. Expanded Metal: ASTM F 1267, Type II (expanded and flattened), carbon-steel sheets, deburred after expansion. No Expanded Metal Decks or Stairs will be accepted.
7. Recycled Content: Provide products with average recycled content of steel products such that postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

B. Chain and Fittings: ASTM A 467/A 467M, Class CS, 4/0 or 5/0, welded-straight-link coil chain; with commercial-quality, zinc-plated steel connectors and swing or ring hangars.

C. Castings and Hangers: Malleable iron, ASTM A 47/A 47M, Grade 32510, hot-dip galvanized.

D. Post Caps: Aluminum cap, powder-coated to match posts.

E. Platform Clamps and Hangers: zinc-plated steel, not less than 0.105-inch nominal thickness.

F. Hardware: Manufacturer's standard; commercial-quality; corrosion-resistant; stainless steel; of a secure and vandal-resistant design.

G. Fasteners: Manufacturer's standard; corrosion-resistant; stainless steel; permanently capped, and theft resistant.

H. Opaque Plastic: Color impregnated, UV stabilized, and mold resistant.
   1. Polyethylene: Fabricated from 96 percent recycled, purified, fractional-melt plastic resin; with not less than 1/4-inch wall thickness.

2.3 PLAYGROUND EQUIPMENT FABRICATION

A. Metal Frame: Fabricate main-frame upright support posts from metal pipe or tubing with cross-section profile and dimensions as indicated.

B. Provide necessary rebates, lugs, and brackets to assemble units and to attach to other work.

C. Provide castings that are sound and free of warp, cracks, blowholes, or other defects that impair strength or appearance.

D. Composite Frame: Fabricate main-frame upright support posts from metal and plastic with profile and dimensions as indicated.

E. Play Surfaces: Provide manufacturer's standard elevated drainable decks, platforms, landings, walkways, ramps, and similar transitional play surfaces.

F. Elevated Play Surfaces: Guardrails or protective barriers completely surround elevated play surface except for access openings, if play-surface heights above protective surfacing exceeds 30 inches intended for use by children aged 5 through 12.

G. Stepped Play Surfaces: Provide manufacturer's standard infill between stepped platforms according to referenced standards.

H. Protective Barriers and Guardrails: Fabricate according to ASTM F 1487.

I. Handrails: Welded metal pipe or tubing, OD 1.25 inches. Provide handrails at
height for use by age group indicated below:
1. Ages: Between 5 and 12 years.
2. Height of Top Surface: 36 - 72 inches intended for use by children aged 5 through 12.
J. Close exposed ends of handrails with returns with clearance of 1/4 inch or less. 
   Roofs and Canopies: Manufacturer's standard.

2.4 COMPOSITE PLAYGROUND EQUIPMENT AND STRUCTURES

A. Composite Structure: Fabricated from steel and opaque plastic.
   1. Products:
      a. GameTime
      b. Kidstuff Playsystems, LLC.
      c. Landscape Structures Inc.
      d. Little Tikes Commercial Play Systems, Inc.
      e. Miracle Recreation Equipment Co., a division of PlayPower, Inc.
      f. PlayCore, Inc.
      g. Playland International, LLC, a division of Superior International Industries, Inc.
      h. Playworld Systems, Inc.
      i. Recreation Creations, Inc.
      j. SportsPlay Equipment Inc.
      k. Burke
   3. Frame: Galvanized steel pipe or tubing frame sections connected 
      with manufacturer's standard connectors
   4. Platforms: Manufacturer's standard
   5. Equipment: Include the following play event components:

PLAYSET #1 – (Used as a basis only for specification development: Gametime’s 
"GrassHopper Ridge" Primetime Xscape with Umbrella Canopy)

   a. One (1) Click Wheel Assembly
   b. One (1) Handhold Transfer
   c. One (1) Umbrella Canopy
   d. One (1) Gizmo Panel
   e. One (1) Decorative Panel
   f. One (1) Transfer System with Barrier (2’ Rise)
   g. One (1) Transfer Platform with Barrier (3’ Rise)
   h. One (1) Offset Archway
   i. Three (3) Trees (3’6”)
   j. One (1) Double Straight Zip Slide (4’)
   k. One (1) Schooner (3’6” x 4’)
   l. One (1) Ridge Climber
   m. One (1) Curved Zip Slide
   n. One (1) Zoo Panel
PLAYSET #2 – (Used as a basis only for specification development: Gametime’s Fitness Fun PowerScape with Umbrella Canopy)

a. One (1) Pod (1’0”)
b. One (1) Pod (2’0”)
c. One (1) 90-Degree Caterpillar F/S
d. One (1) 6” Stepped Platform
e. One (1) SunBlox Umbrella Canopy
f. One (1) 5’ Access Attachment
g. One (1) 12” Stepped Platform
h. One (1) Criss-Cross Loop Ladder
i. One (1) GT Xcelerator Attachment
j. One (1) Wide Deck Archway with Guardrail
k. One (1) 4’ Transfer Platform with Guardrail
l. One (1) 8’ Cosmix Climber
m. One (1) 2’6”/3’ Schooner Climber
n. One (1) 5’6”/6’ Trunk Climber
o. One (1) Above Deck Decorative Panel
p. One (1) Climber Offset Archway with Guardrail
q. One (1) Sloped Funnel Climber with Barrier
r. One (1) Sloped Funnel Climber with Guardrail
s. One (1) 4’ Single Zip Slide
t. One (1) 4’ Wave Climber
u. One (1) Climber Archway with D-Ring and Barrier
v. One (1) Double Swerve Slide
w. One (1) Fun-L Crawl Tube Link
x. One (1) Ergo Link with 2’ rise
y. One (1) Stego Climber (4’ x 4’6”)
z. One (1) Pod Climber
aa. One (1) Drivers Panel (above deck)
bb. One (1) Entry Way Guardrail
c. One (1) Climber Entryway Guardrail
dd. One (1) Climber Entryway Barrier
e. Capacity: 75-80 users.
ff. Age Appropriateness: 5 through 12 years
gg. Use zone: 40'10" x 55' 9"

PLAYSET #3 – (Used as a basis only for specification development: Gametime’s Triple Stack PowerScape Plus with Umbrella Canopy)

a. One (1) Click Wheel Assembly
b. One (1) Answer Wheel Assembly
c. One (1) Maze Wheel Assembly
d. One (1) Hypo Wheel Assembly
e. One (1) 24" Roof Extension with Rivet
f. One (1) Tin Roof Hex
g. One (1) 6’6" Entrance Barrier
h. One (1) Gizmo Panal ADA – 3 Gizmos (Below Deck)
i. One (1) Seat and Table for Two
j. One (1) Crunch Bar
k. One (1) Bongos
l. One (1) Archway with Barrier
m. One (1) 3’ Transfer Platform with Barrier
n. One (1) 8’ Crazy Eight Climber
o. One (1) Rung Enclosed Telescope and Barrier (Above Deck)
p. One (1) Decorative Panel (Above Deck)
q. One (1) 6’ Straight Tube Slide; 30” Diameter
r. One (1) Climber Archway with Socket and Barrier
s. One (1)7” DNA Climber
t. One (1) Storefront Panel (Below Deck)
u. One (1) River Rock Climber
v. One (1) Decorative Panel with Gizmo (Above Deck)
w. One (1) 4’ Single Zip Slide
x. One (1) 2’6” Rung Kickplate
y. One (1) Double Entrance WilderSlide II
z. One (1) Left Curve Section WilderSlide II
aa. One (1) Right Curve Section WilderSlide II
bb. One (1) Exit Section WilderSlide II
cc. One (1) Helix Spiral (Helix Adapter)
dd. One (1) Support WilderSlide II
ee. One (1) Slide Support
ff. One (1) Outrigger WilderSlide II
gg. One (1) Entryway Barrier
hh. One (1) High Point Entryway Barrier
ii. One (1) Climber Entryway Guardrail
jj. Capacity: 60-59 users.
kk. Age Appropriateness: 5 through 12 years
ll. Use zone: 32’ 1” x 46’ 8”

2.5 CAST-IN-PLACE CONCRETE
A. Concrete Materials and Properties: Comply with requirements in ACI 301.
B. Concrete Materials and Properties: Dry-packaged concrete mix complying with ASTM C 387.

2.6 FINISHES, GENERAL
A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

2.7 IRON AND STEEL FINISHES
A. Galvanizing: Hot-dip galvanizes to comply with ASTM A 123/A 123M.
   1. Hot-dip galvanize steel and iron hardware indicated to be galvanized to comply with ASTM A 153/A 153M.
   2. Galvanized Steel Sheet: Commercial steel sheet, hot-dip galvanized, complying with ASTM A 653/A 653M for not less than G60 coating designation; mill phosphatized.
B. Powder-Coat Finish: Prepare, treat, and coat ferrous metal to comply with resin manufacturer's written instructions.
C. PVC Finish: Manufacturer's standard, UV-stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on, PVC-plastisol finish, with minimum dry film thickness of 80 mils.
D. Color: As indicated by manufacturer's designations.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL
A. General: Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.
   1. Maximum Equipment Height: Coordinate installed heights of equipment and components with finished elevations of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.
C. Post Set on Subgrade: Level bearing surfaces with drainage fill to required elevation.
D. Post Set with Concrete Footing: Comply with ACI 301 for measuring, batching, mixing, transporting, forming, and placing concrete.
   1. Set equipment posts in concrete footing.
   2. Embedded Items: Use setting drawings and manufacturer's written
instructions to ensure correct installation of anchorages for equipment.

PLAY FIELD EQUIPMENT AND STRUCTURES 116800 (1-6)
4/28/2015
END OF SECTION

SECTION 321816.13 - PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Organic loose-fill surface.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: Show the following:
   1. Installation details for curbs, ramps, and accessories.
   2. Colors and pattern of surfaces.
   3. Location of wear mats in organic loose-fill surfaces.
   4. Location of drainage accessories.
C. Samples: For each type of playground surface system indicated.
D. Product certificates.
E. Maintenance data.
F. Warranty.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground surface system that fails in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Reduction in impact attenuation.
      b. Deterioration of surface and other materials beyond normal weathering.
   2. Warranty Period: 10 years from date of Completion.

PART 2 - PRODUCTS
2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
   2. Products: Subject to compliance with requirements, provide one of the products specified.
   3. Basis-of-Design Product: The design for each product is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

2.2 ORGANIC LOOSE-FILL SURFACE

A. Engineered Wood Fibers: Random-sized wood fibers, in manufacturer's standard fiber size, approximately 10 times longer than wide; containing no bark, leaves, twigs, or foreign or toxic materials according to ASTM F 2075; graded according to manufacturer's standard specification for material consistency for playground surfaces and for accessibility according to ASTM F 1951.
   2. Critical Height: up to 8 feet
   3. Uncompressed Material Depth: Not less than as required for critical height indicated

2.3 LOOSE-FILL ACCESSORIES

A. Edgings: Anchored-in-place, weather-resistant containment barrier designed to minimize sharp edges, protrusions, and tripping hazards; formed by interconnected, modular units.
   1. Polyethylene Units: UV-light-stabilized, in manufacturer's standard sizes.  
      a. Color: Black, 6' long, 12" tall, Item 90022006XX.
   2. ADA Accessible Double Ramp
      a. Color: As selected from manufacturer's full range
   3. Anchor Stakes: Manufacturer's standard.

B. Stabilizing Mats: Manufacturer's standard, water-permeable PVC or rubber mats tested for impact attenuation according to ASTM F 1292, and rated for use in the following locations, with anchoring system designed to anchor mat securely to subgrade through engineered wood:
   1. Location: At excessive wear areas and as follows:
      a. On subgrade below loose-fill surface.
      b. At finished grade around transfer stations at accessible perimeter.
   2. Size: 48 by 48 inches
3. Color: As selected from manufacturer's full range

2.4 GEOSYNTHETICS

A. Weed-Control Barrier: Composite fabric geotextile consisting of woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, weighing not less than 4.8 oz./sq. yd.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Prepare substrates to receive surfacing products according to playground surface system manufacturer’s written instructions. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

B. Install geosynthetics according to playground surface system manufacturer’s and geosynthetic manufacturer’s written instructions.

C. Loose-Fill Systems:
   1. Loose-Fill Edgings: Place as indicated, and permanently secure in place and attach to each other according to edging manufacturer’s written instructions.
   2. Loose Fill: Place playground surface system materials including manufacturer’s standard amount of excess material for compacting naturally with time to required depths after Installation of playground equipment support posts and foundations.
   3. Stabilizing Mats: Coordinate installation of mats and mat anchoring system with placing and compacting of loose-fill.
   4. Compacting and Grading: Uniformly compact and grade loose-fill according to manufacturer’s written instructions to an even surface free from irregular surface changes as indicated.
   5. Finish Grading: Hand rake to a smooth finished surface and to required elevations.

PLAYGROUND PROTECTIVE SURFACING 321816.13 (1-3)
6/07/2015
END OF SECTION
1. Accessible Playground Borders
2. Compacted Depth – 8”
3. Recycled Plastic Playground Borders
4. 3,360 sq. ft. Gampax Engineered
5. Above Grade Installation – Gampax

Concept Drawing 0-1