Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for Retractable Gym Bleacher Repair (Annual Contract). All bids must be delivered to the Savannah-Chatham County Public School System’s Purchasing Department, Room 213, 208 Bull Street, Savannah, Georgia 31401. The advertising dates for BID C19-10 are September 2, 2018 through September 15, 2018, and September 16, 2018 through October 2, 2018.

All bidders are required to attend a mandatory pre-bid conference on Tuesday, September 18, 2018 at 10:00 am at West Chatham Middle School, 800 Pine Barren Road, Pooler, Georgia 31322 and subsequent site visitations will follow: Shuman Elementary School, 415 Goebel Avenue, 31404; Myers Middle School, 2025 East 52nd Street, 31404; Mercer Middle School, 201 Rommel Avenue, 31408; Groves High School, 100 Priscilla D. Thomas Way, 31406; Jenkins High School, 1800 East DeRenne Avenue, 31406. Bids will not be accepted from any firm that is not represented at the Mandatory Pre-Bid Meeting and Site Visitation.

Bids will be accepted prior to 11:00 am on Tuesday, October 2, 2018 at which time they will be publicly opened and registered. If you are unable to submit a response at this time and wish to remain on our list of potential providers, complete and return the Optional No Bid Statement found in this packet. All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are delivered to and stamped by the Purchasing Department personnel before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor’s name will not be removed from the subject commodity/service list. Late bids will not be considered and will be returned to the bidder unopened.

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

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

All bids must be submitted in duplicate in a sealed envelope, with the bid number, title and submittal date and time clearly identified on the outside of the envelope. If bid materials require additional envelopes, then all mailing articles must be combined together with the marked envelope on top. 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 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. 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.

The District estimates that this project can be performed for less than $100,000. However, if the bid exceeds $100,000, the bid must be accompanied by a Bid Bond made payable to the District in an amount equal to not less than five percent (5%) of the bid. If the bid exceeds $100,000, the successful Contractor 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 after receipt of the District’s Intent to Award and prior to execution of contract.

Very truly yours,

Sandra L. Scales, C.P.P.B.
Purchasing Director
BID REQUIREMENTS
INVITATION TO BID #C19-10

The Board of Public Education for the City of Savannah and the County of Chatham, the body corporate responsible for public education in the city of Savannah and Chatham County commonly referred to as the Savannah-Chatham County Public School System ("SCCPSS") (hereinafter referred to as the "District"), will receive sealed bids from licensed 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 11:00 am on Tuesday, October 2, 2018, the time legally prevailing in Savannah, Georgia for Bid #C19-10 Retractable Bleacher Repair (Annual Contract). At the time and place noted above, the bids will be publicly opened and announced.

Documents are available for inspection and review at the listed locations.

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

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

A mandatory pre-bid conference is scheduled for Tuesday, September 18, 2018, at 10:00 am at West Chatham Middle School, 800 Pine Barren Road, Pooler, GA 31419. Bids will not be accepted from any firm that is not represented at the Mandatory Pre-Bid Meeting and Visitations.

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

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

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

The Contract, if awarded, will be on a total lump sum bid basis. Bidders are required to provide their unit price bid schedule for the total lump sum bid on the form contained herein. No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of Georgia law.

The District estimates that this project can be performed for less than $100,000. However, if the bid exceeds $100,000, the bid must be accompanied by a Bond made payable to the District in an amount equal to not less than five percent (5%) of the bid. If the bid exceeds $100,000, the successful Contractor will be required to provide both a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the total Contract amount within 14 days receipt of the District’s Intent to Award and prior to execution of contract.

The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any bidder, to cancel this invitation to bid, and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award a contract as a result of this invitation to bid.

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

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

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

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

BID REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. **Basis of Contract:** The Contract, if awarded, will be on a total bid basis and will be substantially in accordance with the Sample Contract (Form of Agreement) attached to this solicitation.

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

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

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

5. **Addenda:** All Addenda issued prior to the bid date to adjust, modify, or change the drawings and specifications as set forth in the Addenda. All such Addenda are part of the contract. No addenda will be issued within seventy-two (72) hours of the date and time set for opening bids without an extension of the bid date as required by Law. All such Addenda are part of the contract.

6. **Submission of Objections:** Objections from bidders to this Invitation to Bid and/or these specifications should be brought to the attention of the Board through the Director of Purchasing. The bidder should submit any objections in writing not less than five (5) days prior to the opening of the bid or before the bid submission deadline if the objection concerns an addendum issued fewer than five (5) days prior to the bid submission deadline. 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, which may state that the District may need more time to review the protest. The foregoing notwithstanding, the District will not award a contract as a result of this solicitation until it has issued its final decision in writing with respect to a pending protest.

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
8. **Interpretations:** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the District Purchasing Department not later than 5:00 pm on Thursday, September 20, 2018. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in an Addendum to the plans and specifications will be sent to all plan holders of record. Acknowledgement of receipt of such Addendum shall be listed in the Bid Form by the Contractor.

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

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

9. **Alternates:** 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. **Requests to Substitute Trade Names, Specifications, and Contract Terms:**

(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 or Substitute Contract Terms:** All requests for approval of substitution of a product or substitute contract terms that are not listed in the Bidding Documents must be approved by the District in writing. For the Design Professional to prepare an addendum properly addressing a request to substitute product, 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 Thursday, September 20, 2018 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 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:** If the Bid exceeds $100,000.00, then 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 basis to the lowest responsive and responsible bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest responsive bid that was received from a responsible bidder. No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of law.

The resulting contract will be substantially similar to the sample contract attached to this solicitation. If a bidder objects to one of the provisions in the sample contract, then the bidder should submit a request to substitute contract terms by the deadline stated above for requests for material substitution. The foregoing notwithstanding, the District reserves the right to modify contract terms of the sample contract to the extent allowed by O.C.G.A. § 36-91-20 et. seq.

14. **District’s Rights Concerning Award:** The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any bidder, to cancel this invitation to bid, and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award a contract as a result of this invitation to bid.

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

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

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

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

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

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

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

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

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

For the purposes of this policy, a local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah, Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.
For the purposes of this policy, a Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority or persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

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

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

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

17. Solicitation Forms:

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

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

FORM 3: **Local and MWBE Good Faith Efforts Requirements:** Required for certifying and documenting evidence of good faith efforts to utilize local and Disadvantage Business Enterprises on this contract.

FORM 4: **Local MWBE Development Documentation:** Required to assist District in evaluating good faith efforts of Bidders.

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

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

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

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

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

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

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

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

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

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

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

FORM 16: **OPTIONAL: NO BID STATEMENT:** Optional form for non-bidders to express interest in future solicitations and to provide feedback to the District’s purchasing department.
Forms 1 through 15, must be completed, fully executed and submitted with the BID. Failure to submit and execute the required Forms shall result in a status of non-responsive. Form 16 is optional for non-bidders.

Attachments: Before submitting a Bid, Bidders should review the following plans and specifications for this project made available by the District as well as the sample contract that will serve as the basis for any contract resulting from this solicitation, if one is awarded.

1. Attachment A: Scope of Work
2. Sample Contract (Form of Agreement)
CERTIFICATION FORM
BID C19-10

The undersigned Bidder certifies that he/she has carefully read the preceding list of instructions to Bidders and all other data applicable hereto and made a part of this Invitation to Bid. Bidder further certifies that the Bid submitted is in accordance with all documents contained in this Bid, and that any exception taken thereto may disqualify his/her Bid, and that any misrepresentation of facts hereby subject Bidder to debarment from future District procurement. Bidder understands and agrees all Bids are FINAL.

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

______________________________  ______________________________
Company  Federal Taxpayer ID No.

__________________________  ______________  __________  __________
Street Address  City  State  Zip  Phone No.  Fax No.

______________________________  ______________________________
Responsible Principal  Phone Number of Responsible Principal

*If the Bidder is a joint venture that is a business entity created for the purpose of functioning as the joint venture, enter above the correct legal information for the joint venture business entity which intends to enter into a contract with the District for the Services solicited by this Bid. If the joint venture is operated through the existing legal status of the venture partners, enter above the correct legal information for only the one venture partner with majority participation in the joint venture, or if all venture partners are equal in the joint venture, enter information for only the venture partner which intends to enter into a contract with the District for the Services solicited by this Bid.

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

______________________________  ______________________________
Contact Person for this Bid  Phone Number of Contact Person

Receipt of the following Addenda is hereby acknowledged: #________  #________  #________  #________
(All Addenda issued MUST be acknowledged in order for Bid to be considered responsive.)

This is to certify that I, the undersigned Bidder, have read the instructions to Bidder and agree to be bound by the provisions of the same, this __________________ day of __________________________, 201____, by:

______________________________  Title  Authorized Signature

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___________ DAY OF __________________________, 201____

__________________________________________  Notary Public; My Commission Expires: __________________

DO NOT include any attachments to this form.
Solicitation Form 1
LOCAL AND/OR MINORITY/WOMAN BUSINESS ENTERPRISE DEVELOPMENT INFORMATION

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status. See Section 16. "Development of Local and Minority/Woman Business Enterprises" for information to assist in completing this Form.

BIDDER: ___________________________ BID # C19-10 Retractable Gym Bleacher Repair (Annual Contract)

Please check ownership status as applicable:

___ Local
___ African American
___ Asian American
___ Majority
___ Woman
___ Hispanic American
___ American Indian
___ Non-Local

___________________________________
Name, Title

___________________________________
Authorized Signature  
___________________________________
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE __________ DAY OF ________________________, 201____

___________________________________  Notary Public; My Commission Expires:_____________________

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

___ City of Savannah, Department of Economic Development
___ Received Invitation to Bid by Mail
___ The Savannah Tribune Legal Ad
___ Other ____________________________
___ The Herald Legal Ad
___ Savannah News Press Legal Ad
___ Visiting the Purchasing Office

DO NOT include any attachments to this form.
Solicitation Form 2
LOCAL AND MWBE GOOD FAITH EFFORTS REQUIREMENTS

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

<table>
<thead>
<tr>
<th><strong>Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities</strong></th>
<th>YES or NO. Please explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities</strong></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td><strong>Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors</strong></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td><strong>Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities</strong></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td><strong>Other efforts</strong></td>
<td>YES or NO. Please explain:</td>
</tr>
</tbody>
</table>

_________________________  ______________________  __________________________  _________
Company                      Name, Title                 Authorized Signature            Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____________ DAY OF _______________________, 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."

Solicitation Form 3
LOCAL AND MWBE DEVELOPMENT DOCUMENTATION

Project Name: Retractable Gym Bleacher Repair (Annual Contract)
BID #: C19-10

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Provide additional copies of this form if necessary, numbering each.

Include attachments to this form only as deemed necessary.
Any attachments to this form must be marked clearly on each page with the words, “Attachment to Form 4.”

Solicitation Form 4
DISCLOSURE OF RESPONSIBILITY STATEMENT

List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
Not Applicable (   ) or List:

List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.
Not Applicable (   ) or List:

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

List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
Not Applicable (   ) or List:

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

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

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

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

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

List all other construction projects that you already have a contract to perform during the expected timeframe of performance for this project as well as any other construction projects that you are actively seeking to be awarded by the District or other customers that may require your performance concurrently with your performance on this project.
Not Applicable (   ) or List:

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

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

________________________________________ State of __________________________
Authorized Signature County of __________________________

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

________________________________________ Notary Public; My Commission Expires: ______________________

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

CONTRACTOR AFFIDAVIT UNDER O.C.G.A § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Bid C19-10 Retractable Gym Bleacher Repair (Annual Contract)

Name of Project

Name of Public Employer

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

Executed on ______________, 20__ in ___________________(city), __________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 ____________________, 20__

Notary Public

My Commission Expires:

DO NOT include any attachments to this form.
Solicitation Form 6
FORM OF BUSINESS DISCLOSURE AND INSURANCE COVERAGE STATEMENT

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

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

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

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

__________________________________________________________________________

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

__________________________________________________________________________

The Bidder must be licensed to perform the Services solicited by this BID. 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 a letter from insurer stating that the Bidder can provide the required limits of insurance specified by this Bid pending the award of a contract, as specified in the Contract document.

Name of Licensee for the Georgia Contractor’s license of the Bidder, and license number:

Full Name: ___________________________ License Number: ___________________________

Name, Title ___________________________ Authorized Signature ___________________________ Date ___________________________

Company __________________________________________________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______________ DAY OF _________________, 201____

___________________________________________ Notary Public; My Commission Expires: ___________________________

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

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

Solicitation Form 7
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract 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

Bid C19-10 Retractable Gym Bleacher Repair (Annual Contract) ______
Name of Project

_____________________________________
Name of Public Employer

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

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

_____________________________________
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

_____________________________________
NOTARY PUBLIC

My Commission Expires:

______________________________

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

Solicitation Form 8
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

________________________________________

Date of Authorization

________________________________________

Name of Sub-subcontractor

________________________________________

Name of Project

________________________________________

Name of Public Employer

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

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

________________________________________
Signature of Authorized Officer or Agent

________________________________________
Printed Name and Title of Authorized Officer or Agent

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

________________________________________
My Commission Expires:

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

Solicitation Form 9
To: Savannah-Chatham County Public School System

From: 

Re: Bid C19-10 Retractable Gym Bleacher Repair (Annual Contract)

Bid: Having carefully examined the Bidding Documents describing Bid C19-10 Retractable Gym Bleacher Repair (Annual Contract), including all addendums, as well as the site and conditions affecting the work, Bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire work, in accordance with the aforesaid documents, for the entire sum of work which sum is hereinafter called the Bid:

Contract shall include (but is not limited to) work on the retractable gym bleacher brands listed below. Please indicate which system(s) your firm can provide repair services for under contract to the District.

- [ ] Interkal
- [ ] Hussey
- [ ] The Folding Bleacher Company
- [ ] Irwin Telescopic Seating

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Labor Rate (Standard) *</th>
<th>Hourly Labor Rate (Overtime) *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Apprentice/Helper</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>% Mark-up on Parts **</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

*ALL LABOR RATES ARE "ALL INCLUSIVE" AND INCLUDE ALL OVERHEAD, MILEAGE, PER DIEM, INSURANCE, TOOLS, EQUIPMENT, TAXES, FUEL SURCHARGES, ETC. LABOR RATES WILL ONLY BE PAID FOR ACTUAL TIME SPENT ON DISTRICT JOB SITE.

** PERCENTAGE "MARK-UP" SHALL BE FOR PLAYGROUND PARTS ONLY. PERCENTAGE "MARK-UP" SHALL NOT APPLY TO HEAVY EQUIPMENT RENTAL, EQUIPMENT DISPOSAL FEES, OR UNDERGROUND UTILITY LOCATION FEES. COST FOR HEAVY EQUIPMENT RENTAL, EQUIPMENT DISPOSAL FEES, OR UNDERGROUND UTILITY LOCATIONS FEES WILL BE REIMBURSED "AT COST" WITH SUPPORTING DOCUMENTATION.

Firm submitting bid: ________________________________________________________________

Name/Title of individual submitting bid: ________________________________________________

Address: _____________________________________________________________

City: ___________________________ State: ______ Zip: __________

Telephone Number: ______________________ Fax: ________________________

Email Address: ______________________

AFTER HOURS/EMERGENCY CONTRACT REPRESENTATIVE:

Name/Title: ____________________________________________ Phone Number: ______________________

Solicitation Form 10
Bidder Certification

Certification under Oath:

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

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

STATE OF GEORGIA
COUNTY OF _______________________

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

_________________________________________ and The Board of Public Education for the City of Savannah and the

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

BY: ________________________________ (BLUE INK PLEASE)

________________________________________
Printed Name ____________________________
Title __________________________

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

______________________________
Notary Public

My commission expires: _______________

(SEAL)

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

Solicitation Form 11

Page 19 of 36
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 Contracting (O.C.G.A. § 43-41 et. Seq.) Licensee: ___________________________

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:

____________________________________________________________________

____________________________________________________________________

Page 20 of 36
ENCLOSE WITH THIS BID IN A SEPARATE SEALED ENVELOPE A COPY OF YOUR FIRMS MOST RECENT AUDITED FINANCIAL STATEMENT AND A LETTER FROM YOUR INSURER IDENTIFYING YOUR EMR RATES FOR THE PAST THREE YEARS.

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

Bidder Certification

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

BY: ______________________________________

Authorized Signature (BLUE INK PLEASE)

________________________________________

Printed Name Title

Sworn to and subscribed before me this ___ Day of _____________, 20____.

________________________________________

Notary Public

My commission expires: ______________

(SEAL)

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

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

PLEASE INDICATE BELOW WHICH DESCRIPTION APPLY TO YOUR COMPANY:

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

____ DESCRIPTION DOES NOT APPLY TO YOUR COMPANY

Solicitation Form 12
BIDDERS REFERENCE FORM

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ___________________________ FAX Number: __________
   E-Mail Address: ________________________________________________

2. Company Name: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ___________________________ FAX Number: __________
   E-Mail Address: ________________________________________________

3. Company Name: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ___________________________ FAX Number: __________
   E-Mail Address: ________________________________________________

4. Company Name: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ___________________________ FAX Number: __________
   E-Mail Address: ________________________________________________

5. Company Name: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ___________________________ FAX Number: __________
   E-Mail Address: ________________________________________________

6. Company Name: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ___________________________ FAX Number: __________
   E-Mail Address: ________________________________________________

7. Company Name: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ___________________________ FAX Number: __________
   E-Mail Address: ________________________________________________
Listing of Proposed Subcontractors:

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

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>CSI Division</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Solicitation Form 14

BID SECURITY FORM

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

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

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 C18-04 Retractable Gym Bleacher Repair (Annual Contract).

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

Signed and sealed this _______ Day of ________________, 201__

Name of Contractor ______________________________________
Principal

_________________________ Witness By: (Seal)

Title ________________________________________________

Name of Surety: _________________________________________

_________________________ Surety Witness By: ___________________________ (Seal) (*)

(*)Attach Power of Attorney

Sworn to and subscribed before me this _______ day of ________________, 201__.

__________________________________________________________
Notary Public

My Commission expires this _______ day of ________________, 201__

SOLICITATION FORM 15
OPTIONAL – FOR NON-BIDDERS ONLY

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

In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

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

VENDOR STATEMENT:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

CONSTRUCTION PROJECTS ONLY: Our Company is interested in this project as a:
☐ Prime Contractor ☐ Sub-Contractor ☐ Supplier/Distributor

Bid/RFP Number: ___________________________ Title: ___________________________

__________________________________________________________________________
Signature/Title

__________________________________________________________________________
Company Name

__________________________________________________________________________
Telephone Number

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

Solicitation Form 16
ATTACHMENT “A”

SPECIFICATIONS

BID NO. C19-10

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

1.0 GENERAL INTENT

The intent of these specifications is to solicit formal sealed bids for repair work on various brands of Retractable Gym Bleachers at various school sites on an “as needed” basis during the annual contract period for the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

Work shall include:

- Procurement of new bleacher parts and materials.
- New and/or used parts installation/replacement.
- Removal and disposal of defective/obsolete equipment.

Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

2.0 CONE OF SILENCE REQUIREMENTS

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

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

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

3.0 GRATUITY PROHIBITION

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

4.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.
5.0 CONTRACT CHANGES

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

6.0 ASSIGNMENT OF CONTRACT

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

7.0 PROJECT DESCRIPTION

The successful 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 contractor. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

In the event that a contractor is offering other than stated in the specifications, the contractor 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 contractor. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final.

8.0 STANDARDS AND GUIDELINES

The Contractor shall follow all guidelines, rules, and regulations set forth in the most recent State of Georgia codes, as well as the standards of the following agencies, whichever is more stringent:

- Building Officials and Code Administrators (BOCA)
- American National Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- City of Savannah and Chatham County Codes

9.0 SCOPE OF WORK:

All required work will be determined by Maintenance and Operations. Maintenance and Operations shall notify the contractor of each job requirement. The Contractor will be responsible for providing, at a minimum, the following scope of service requirements:

a. The Contractor(s) shall furnish all labor, materials, supplies, tools, and equipment necessary to perform work "as needed" and as requested by the District. The Contractor shall provide and pay for all materials, labor, tools, equipment, safety barriers, transportation, taxes, insurance, disposal fees, etc., and whatever is necessary to execute, complete and deliver the work requested to the District "Turn-Key".

b. The Contractor will provide and use only "new" repair parts or materials on any District project. Factory "seconds", defects, discontinued, and/or surplus parts and supplies will not be used.

c. Upon request, the Contractor may be required to reinstall or re-use existing District parts and materials. Any additional repair parts or materials required to complete project will comply with item B. above.

d. Standard repair, installation and/or inspection times shall be negotiated between the Contractor and the designated District representative on a case by case basis in order to determine a reasonable time for project completion. Failure to meet the established schedule will result in assessment of liquidated damages at $100 per calendar day.

e. All work shall be performed on site unless by the nature of required repairs, it is necessary to remove a component to be repaired at the Contractor's facility. If any equipment is to be down for more than 12 hours the Contractor will provide and erect Safety Barriers. District representative will be immediately advised and informed of the nature of the repairs which cause the shut-down. If any component is removed for repair at the Contractor's facility, a quotation must be provided to the District for prior approval as stated herein.

f. The Contractor shall have a communication device that will allow the District's representative and/or his designee to contact him directly in the event of an emergency. The Contractor will schedule all site visits and work through the District's representative. The District's representative will coordinate a pre-construction/pre-repair meeting between
the Contractor and school site administration. All efforts shall be made to have minimum impact on the instruction of students.

g. The Contractor is required to provide the District’s representative with all emergency telephone numbers, which will include a home number, pager number, and a cellular telephone number (as applicable). It will be the Contractor’s responsibility to immediately notify the District’s representative of any changes in contact numbers.

h. Barriers and site coordination will be necessary.

10.0 SILENCE OF SPECIFICATIONS

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

11.0 SAMPLES

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

12.0 DEMONSTRATION/TRAINING

Successful contractor may be called upon to provide in-house training to Board personnel to demonstrate the most cost effective use of their products. Demonstrations and training shall be provided by the successful contractor at no cost to the district.

13.0 BRAND NAME

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

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

14.0 REQUEST FOR APPROVAL OF SUBSTITUTE PRODUCT

All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Purchasing Department in writing. For the Purchasing Department to prepare an addendum properly, detailed specifications must be submitted for approval.

All requests for product substitution must be submitted to the Attention of the Purchasing Director prior to the 5:00 pm Thursday, September 20, 2018. Requests must include full detailed specifications for the item being offered as an alternate or approved equal. The only official view of the District is that which is issued by and provided to all Bidders of record by the Purchasing Department in the form of a written addendum.

15.0 INTERPRETATION OF THE TERM "EQUAL"

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

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

17.0 RIGHTS OF REJECTION

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

18.0 BID ACCEPTANCE PERIOD

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

19.0 PERFORMANCE PERIOD

This bid will establish an annual contract to remain open for one year from the Effective Date. SCCPSS reserves the right to renew this contract for an additional two (2) one (1) years terms with bilateral agreement.

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

20.0 TRANSITION PERIOD

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

21.0 PRICING

Price will include a standard 12 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, F.O.B. Destination, etc., required to perform the scope of work and specifications provided herein.

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

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

22.0 TERMS OF PAYMENT & INVOICING

Bidders/Contractors shall invoice the Board after the noted materials/supplies have been accepted by the requesting site representative and/or site administrator. Failure to ship orders in its entirety will prevent payment of invoice; moreover, per the Board backorder policy, no backorders will be accepted. Payment terms are 2% 10 Net 40.
When submitting invoice for payment, the vendor shall list the following items on his/her invoice. In addition, the Bidder/Contractor shall mail all invoices to the address below:

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

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

23.0 QUANTITIES

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

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

24.0 WARRANTY

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

If, during the warranty and/or extended warranty period, such faults develop, the successful 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 commodity or service.

25.0 DISCONTINUATION OF COMMODITY, EQUIPMENT, OR TECHNOLOGY UPGRADES

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

26.0 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.

27.0 DELAYS AND EXTENSION OF TIME

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

28.0 SUBSTANTIAL AND COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the services or construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the services or facilities (or the designated portion thereof and approved by Owner) for the use for which it is intended.

All Work other than incidental corrective and incidental punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if services and utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes.

The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner’s occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

29.0 LIQUIDATED DAMAGES

The District will reduce the Contractor’s invoice in the amount of $100.00/PER DAY for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Contractor’s invoice for failure to provide the services as specified to include late performance.

In the event of any delayed Work completion and the Contractor’s failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Contractor therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

30.0 DAMAGES

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

31.0 WORKSITE DEBRIS REMOVAL

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.

32.0 PROTECTION AND STORAGE OF MATERIALS

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

33.0 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) will a copy of their most recent Audited Financial Statement.

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

I. The contractor shall have been in business for a minimum of five (5) years.

34.0 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor must supply 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.

35.0 CONTRACTOR 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. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.

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 government-issued photo ID. 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. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.

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

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.

36.0 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.

37.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

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

38.0 BID BOND AND PERFORMANCE/PAYMENT BOND REQUIREMENTS

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

39.0 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.

40.0 INDEMNIFICATION

Contractor hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the “SCCPSS,” the “District,” or the “Owner”), the Board of Education for the City of Savannah and the County of Chatham (the “Board of Education”), and any Program Manager serving as the Owner’s representative for the Project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the “Indemnitees”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent they are caused by the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder. Nor do the parties intend this indemnification provision to require the Contractor to indemnify the District for claims for attorney’s fees and expenses of litigation asserted by the District against the Contractor for the Contractor’s alleged breach or default under the terms of this Contract, unless the Contractor is determined by a court of competent jurisdiction to be liable to the District and the District’s recovery of attorney’s fees and litigation expenses is otherwise permitted by applicable law.

This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.
Suits or Claims for Infringement. The Contractor shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

41.0 INSURANCE REQUIREMENTS

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

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

   a. Commercial General Liability- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.
   b. Automobile Liability-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than $1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
   c. Worker’s Compensation Insurance- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq.
   d. Umbrella Liability- Limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

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

42.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

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

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

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

43.0 LITIGATION HISTORY

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

44.0 COMPLIANCE WITH LAWS

Bidder/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, such as regulations issued by the Georgia Department of Education.
45.0 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.

46.0 OBLIGATION OF BIDDER/CONTRACTOR

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

47.0 SCHEDULING OF WORK

All work will be scheduled with the District’s Contract Representative, Randy West, Director of Maintenance & Operations, or their designee. All work will be performed during normal business hours unless bid option for evening, weekend and holiday work schedule is accepted and awarded by the District. Bidder/Contractor will be required to sign at the work site during normal/school hours. After normal/school hours, the Bidder/Contractor will notify Campus Police at (912) 395-5565 when they leave for the day.

48.0 OWNER’S RIGHT TO PROSECUTE THE WORK

Time being of the essence, if the Contractor shall be declared in default, both the Contractor and any surety agree that the Owner may, after giving the Contractor and any surety the required notice and time if any is required, without prejudice to any other remedy and without invalidating any performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Contractor or, at the Owner’s option and without prejudice to the Owner’s rights against the Contractor and any surety, the Owner may terminate the Contractor and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner shall deem expedient.

49.0 EFFECT OF LATER DETERMINATION

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 36.0 above and without any other damages or relief.

50.0 OWNER’S RIGHTS TO TERMINATE FOR CONVENIENCE

The Owner may at any time, and for any reason or without any reason or cause, terminate this Contract by written notice to the Contractor specifying the termination date, without cause and irrespective of whether or not Contractor is in default of any of its obligations hereunder. The effective date of termination shall not be earlier than seven days from the date of confirmed receipt of the written notice.

The Contractor shall: (i) stop the Services or the Work (as applicable); (ii) place no further orders or Subcontracts for materials, labor, services or equipment; and (iii) terminate all material and equipment orders and Subcontracts to the extent terminable (unless otherwise directed by Owner in writing) and advise Owner of all materials, equipment and other items which cannot be canceled or which are already delivered and allow Owner to participate in the salvage or disposition thereof.

If Owner terminates this Contract pursuant to this Section, Contractor shall, as soon as practical after receiving notice of termination under this Section, submit to Owner an Application for Payment showing all of the costs incurred by Contractor in the performance of the Work terminated through the date of receipt of the notice of termination. The phrase “costs incurred by Contractor in the performance of the Work terminated” as used herein shall be deemed to include:

(i) Subcontract costs of Work completed;
(ii) Cancellation fees in regard to equipment and materials ordered;
(iii) Cost of all materials and equipment ordered which cannot be cancelled; less actual proceeds received upon the disposition thereof;
(iv) Field Work accomplished;
(v) Permit, engineering, bond and inspection fees;
(vi) All other direct costs actually incurred by Contractor that can be demonstrated by invoice, canceled check, or other appropriate documentation.

Acceptance of payment by the Contractor for costs incurred by Contractor in the performance of work terminated shall constitute a waiver of all further claims by Contractor against Owner under the Contract and shall be Contractor’s exclusive remedy for
termination of the Contract. Notwithstanding anything to the contrary contained in the Contract Documents, in no event shall Contractor be entitled to any payment on account of accident or lost profits or consequential damages in connection with any termination of the Contract, or otherwise in connection with the Contract.
As a condition precedent to receiving the payment set forth in this Section, Contractor shall deliver to the Owner all papers, documents, assignments and agreements relating to the Project.

51.0 OWNER'S RIGHT TO TERMINATE FOR CAUSE/DEFAULT

In the event that any provisions of this Contract are violated by the Contractor, through its own forces or by any of its Subcontractors, the Owner may serve written notice upon the Contractor and any surety of the Owner’s intention to declare default and terminate the Contractor. Unless within ten days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contractor shall, upon the expiration of said ten days, be in default. Such notices shall outline the reasons for such intention to terminate the contract.
In the event of any such default, the Owner shall immediately serve notice thereof upon any surety and the Contractor, and the Owner shall demand that any surety perform in accordance with its bond. If the surety fails to exercise its election under the bond or does not commence performance thereof within the time required by the bond, the Owner may take over the Work and prosecute the same to completion for the account of and at the expense of the Contractor. The Contractor and any surety shall be liable to the Owner for any excess cost to the Owner. The Owner may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Site and necessary thereto.