



The Board of Public Education  
208 Bull Street, Savannah, Georgia, 31401 912/201-5600

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Playground Equipment Installation and Repair Services (Annual Contract)**. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to **01/02/2014 11:00:00 AM** at which time they will be publicly opened and examined. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development Information (LMWBE) document found in this packet marked "No Bid". All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by 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.**

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

All bids must be submitted in duplicate in the enclosed special envelope. If bid materials require additional envelopes, then all mailing articles must be combined together with the special envelope on top. If you wish to receive a copy of the bid results, enclose a self-addressed stamped envelope and a bid tabulation will be returned to you.

Please include in the bid package a copy of the current business license if the prospective vendor is located within the City of Savannah of the County of Chatham.

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

Sincerely,

Sabrina Scales  
Purchasing Director

## INVITATION TO BID #14-44

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

### I. Standard Terms and Conditions of Bid

#### A. Pricing

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

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

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

#### B. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

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

All invoices should be mailed to:

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

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

### ***C. General Specifications/Scope of Work***

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

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

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

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

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

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

### ***D. Discontinuation of Equipment***

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

### ***E. Submittal of Objections***

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

### ***F. ITB Interpretations/Addenda***

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

Savannah-Chatham Board of Public Education  
Attn.: Margaret Disher  
Lead Buyer  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, 12/06/2013 05:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the **close of business on 12/10/2013 05:00:00 PM.**

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

#### ***G. Failure to Bid***

If a bid is not to be submitted but the bidder wishes to remain on the Board's list of bidders, the bidder should complete and return the Certification and LMWBE Information document found in this packet marked "No Bid".

#### ***H. Errors in Bids***

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

#### ***I. Standards of Acceptance of Bid Proposal for Contract Award***

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

#### ***J. Compliance With Laws***

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

#### ***K. Indemnity Provisions***

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal.

The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

#### ***L. Cancellation/Default of Contract***

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

#### ***M. Certification of Independent Price Determination***

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

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

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

It is Board policy to improve opportunities for Local and/or Minority/Women Business enterprises (LMWBE) to participate competitively in bids/proposals for materials and supplies, and professional services.

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

#### ***O. "Responsive" Bidder Criteria***

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

#### ***P. Qualification of Bidder***

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

#### ***Q. Bid Clarification***

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

***R. Compliance with Specification/Terms and Conditions***

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

***S. Award of Contract***

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

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

1. Savannah-Chatham County LMWBE
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

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

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

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

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

***T. Vendor Performance***

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

***U. Signed Bid Considered Offer***

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

## **II. Bid Submittal Instructions**

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

### **A. Completion of Certification Form and LMWBE Program Information Form**

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

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

2. Complete the LMWBE Information Form with pertinent information for minority/women/majority designation.

3. Complete the "Where Did You Hear About This Bid" section. This information is for statistical use only.

4. Complete all pertinent documents within Attachment "C".

### **B. Completion of Bid Submittal Form**

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

### **C. Bid Preparation and Submittal**

All bids shall be:

\* Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.

\* Submitted in the provided manila envelope, which is plainly marked with the bid number and title, and date and time of bid opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

\* Submitted on bid proposal forms as included in this ITB and in accordance with instructions stated above.

\* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Opening date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the risk for having the bid deposited on time and at the place specified on the first page of this ITB. Late bids will be returned unopened to the bidder.

\* Bids submitted by facsimile transmission will not be accepted.

\* Considered an irrevocable offer for a period of sixty (60) days from the date of public bid opening.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to

submission. Each bid proposal constitutes an offer and may not be withdrawn except as provided herein.

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

### ***III. Special Terms and Conditions***

The bidder agrees that the Board shall have the right to place purchase orders referencing 14-44 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

#### ***A. Pricing***

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

**OR**

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

#### ***B. Performance Bonds***

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

#### ***C. Samples/Demonstrations***

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

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

#### ***D. Warranty***

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



**CERTIFICATION FORM  
BOARD OF PUBLIC EDUCATION**

**FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**

**ITB # 14-44**

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. By \_\_\_\_\_  
*Name (printed)*

\_\_\_\_\_  
*Title Signature*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Address (Street, City, State , Zip)*

\_\_\_\_\_  
*Phone No. Fax No.*

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

\_\_\_\_\_  
*Contact Person for This Bid Phone Number*

**REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:**

1. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Acknowledge Receipt of Addendum(s) # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_



**Local and/or Minority/Woman Business Enterprise Development Information**

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

OFFEROR: \_\_\_\_\_ Bid # \_\_\_\_\_

Please check ownership status as applicable:

\_\_\_ Local \_\_\_ Woman

\_\_\_ African American \_\_\_ Hispanic

\_\_\_ Majority \_\_\_ Non-Local

\_\_\_\_\_  
Name, Title Authorized Signature Date

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

\_\_\_\_ Notary Public; My Commission Expires: \_\_\_\_\_

**HOW DID YOU HEAR ABOUT THIS ITB?**

(This information is for statistical use only.)

\_\_\_ City of Savannah, Department of Economic Development \_\_\_ The Herald Legal Ad

\_\_\_ Received Request for Qualifications by Mail \_\_\_ Savannah News Press Legal Ad

\_\_\_ The Savannah Tribune Legal Ad \_\_\_ Visiting the Purchasing Office

\_\_\_ Other \_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 201\_ in \_\_\_\_\_(city), and \_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

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

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**DISCLOSURE OF RESPONSIBILITY STATEMENT**

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

I, \_\_\_\_\_,  
Name of Individual Title & Authority

Of \_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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## BID SUBMITTAL FORM

### ITB #14-44

#### Burke Playground Equipment

Description:	Hourly Labor Rate (Standard)	Hourly Labor Rate (Overtime)
Foreman		
Journeyman		
Apprentice/Helper		
% Mark-up on Parts		
CPSI Inspection Fee		/Per Project

#### Gametime Playground Equipment

Description:	Hourly Labor Rate (Standard)	Hourly Labor Rate (Overtime)
Foreman		
Journeyman		
Apprentice/Helper		
% Mark-up on Parts		
CPSI Inspection Fee		/Per Project

#### Little Tykes Commercial Playground Equipment

Description:	Hourly Labor Rate (Standard)	Hourly Labor Rate (Overtime)
Foreman		
Journeyman		
Apprentice/Helper		
% Mark-up on Parts		
CPSI Inspection Fee		/Per Project

#### SII-gf Play Playground Equipment

Description:	Hourly Labor Rate (Standard)	Hourly Labor Rate (Overtime)
Foreman		
Journeyman		

Apprentice/Helper		
% Mark-up on Parts		
CPSI Inspection Fee	/Per Project	

Nonspecific/Unknown Brand Playground Equipment

Description:	Hourly Labor Rate (Standard)	Hourly Labor Rate (Overtime)
Foreman		
Journeyman		
Apprentice/Helper		
% Mark-up on Parts		
CPSI Inspection Fee	/Per Project	

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

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of one-hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To accomplish the work in accordance with the contract documents and specifications.
4. To complete the work by the time as listed in the specification section of this document.
5. I will deliver and complete installation as outlined in the specification documents.

Firm submitting bid:

Title of individual submitting bid:

Name of individual submitting bid:

Address:

City: State: Zip:

Telephone Number: Fax:

Email Address:

Service Center Address:

City/State/Zip:

Customer Service Telephone Number:



AFTER HOURS/EMERGENCY CONTRACT REPRESENTATIVE:

Name/Title:

Phone Number:

PAYMENT TERMS: NET 40 OTHER:

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## ATTACHMENT "A"

### SPECIFICATIONS

ITB #14-44

#### Playground Equipment Installation and Repair Services (Annual Contract)

All bid postings on this web site are not intended to be official. This information is provided as a public service. Any information presented here is subject to revisions at any time and is reproduced from official documents of the Purchasing Department. In case of errors and/or omissions you are advised to contact the Purchasing Department for the current status of any bid posting. All bids and RFP's submitted to the Purchasing Department must be clearly marked with the Bid/Proposal name and number on the outside of the document.

All specifications listed herein in Attachment "A" shall supersede any specifications previously stated in the General Terms and Conditions of this solicitation document.

#### **1.0 GENERAL INTENT:**

The purpose of this solicitation is to establish an annual contract with one or more licensed Contractor(s) to provide playground equipment installation, repair and inspection services, on a time and materials basis, at various school locations for the Savannah-Chatham County Public School System, herein after referred to as the "District". The resulting contract will be primarily used by the Maintenance Department on an "as needed" basis. Successful Contractor may be required to provide services after normal business hours, on weekends and/or over school holidays. The District reserves the right to bid separately any installation or repair job and to award contract (by Manufacturer, to a primary, secondary, etc.) as deemed to be in its best interest.

#### **2.0 DESCRIPTION:**

The successful bidder, herein after referred to as the "CONTRACTOR" will be required to provide the services requested herein. This procurement will result in an "annual" service contract which will be in effect for a period of one (1) year, with a performance review after the first six (6) month period of each contract term and the option to renew for two (2) additional one year terms. The Contractor will be required to provide the services outlined in this document and will adhere to all provisions which include insurance, licensing and inspection certification requirements.

#### **3.0 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).

#### **4.0 PERFORMANCE PERIOD:**

This bid will establish a contract to be in effect for a period of one (1) year, to become effective the date of contract award. The "District" reserves the right to renew the contract for two (2) additional one year terms provided that all prices, terms and conditions remain unchanged and both parties agree to each contract renewal. Prices submitted in bid shall remain firm for the contract period. The District reserves the right to bid separately any repair, parts and/or installation parts purchase which exceeds \$5,000.

#### **5.0 BID ACCEPTANCE PERIOD:**

A one-hundred twenty (120) day period from the bid closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed within this time. If the District envisions that 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 that no extension is requested, the solicitation shall be deemed cancelled.

#### **6.0 TRANSITION PERIOD:**

Due to the nature of the procurement process, often times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The Contractor will agree to maintain the same terms and conditions as the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the current Contractor 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 to allow for an orderly transition.

#### **7.0 MINIMUM QUALIFICATIONS:**

All Bidders must meet, at a minimum, the following qualification requirements. Failure to meet minimum qualification requirements will result in bid being deemed as non-responsive.

- A. Bidder must be authorized by the equipment manufacturer(s) identified herein to provide playground system installation, repair, maintenance and inspection services.
- B. Bidder must have a minimum of three (3) continuous years in providing playground equipment installation, repair, maintenance and inspection services to educational, governmental and/or municipal agencies (preferably located within the Southeast Region of the United States with Scope of Service requirements that are similar to or the same as that requested by the District.
- C. Bidder must be registered, licensed, and authorized to do business in the State of Georgia.
- D. All work provided under a resulting contract will only be performed by manufacturer approved installers and all work must be inspected by a **National Recreation Park Association Certified Playground Safety Inspector (C.P.S.I.) prior to acceptance by the District.**
- E. Bidder must have an office that is staffed with a minimum of one (1) full-time technician during the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, and demonstrate its' ability to meet a minimum response time to "assess" repair and/or installation within ten (10) days of receipt of work request and "assess" all emergency requirements within 3 days (72 hours) days of request by District.
- F. Bidder must provide documentation that their Occupational Business Taxes have been paid by providing a copy of their current Business License/Tax Certificate.
- G. Bidder must provide with their bid submittal, documentation of all licensing, manufacturer training and proof of current National Recreation Park Association Playground Safety Inspector Certification.
- H. Bidder must demonstrate its' financial stability to provide the services requested herein.
- I. Bidder must be fully bonded and demonstrate its' ability to meet all insurance requirements.

- J. Bidder must produce evidence that they have an established satisfactory record of performance based on past performance on similar contracts and is required to submit with their bid, a minimum of three (3) references.
- K. Bidder must demonstrate that it has sufficient staff, certified service technicians, proper equipment, and adequate parts and supplies required to meet all service requirements under a resulting contract.
- L. Bidder must submit with their bid, a breakdown of all shop personnel that will be assigned to a resulting contract and copies of appropriate and current licenses, certifications, etc. for each service technician and safety inspector. The NRPA Certification number and State of Issuance must be identified for each safety inspector must be listed.
- M. The successful Bidder shall provide the District with all emergency telephone numbers. This will include a home number, a pager number, and cellular telephone number (if applicable), and will immediately notify the District of any changes to telephone numbers.

### **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:

- National Recreation Park Association (NRPA)
- 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 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:**

Bidders 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 or for a public works contract with a county must be registered with and use the E-Verify program. Private employers with more than 10 employees must register by 1 January 2013.

### **10.0 O.C.G.A. 50-36-1(e)(2) AFFIDAVIT:**

Vendors are required to complete the O.C.G.A. 50-36-1(e)(2) Affidavit verifying his/her lawful presence in the United States that is accompanied by a copy of at least one "secure and verifiable document."

### **11.0 SITE SECURITY:**

All Contractor personnel must coordinate with the school's front office or security personnel prior to entering District property. The successful Contractor's employees must present an i.d. and must sign in and out when working and/o making deliveries to job site during operational hours. All personnel must remain in assigned work area. It shall be the sole responsibility of the successful Contractor to safeguard his materials, tools, supplies and equipment while on District property and to provide and erect safety barriers. The District will not assume any responsibility for vandalism and/or theft of materials, tools, supplies and/or equipment.

### **12.0 PERSONNEL REQUIREMENTS:**

The Contractor will use only manufacturer approved and property trained personnel, technicians, and N.R.P.A. Certified Inspectors on any District project. Contractor will be required to supervise all personnel working on any District site.

### **13.0 CONTRACTOR PERSONNEL:**

All Contractor personnel and/or staff is to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves in a respectable and courteous manner while performing any work under a resulting contract and/or whenever they are on Savannah Chatham County Public School System property. The following code of conduct will be adhered to by the Contractor, his agents, and/or his employees:

### **14.0 PERSONNEL CODE OF CONDUCT:**

- A. The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the District prior to entering District property to provide services. Bidder will submit with bid response a list of all employees, including back-up personnel, that will be providing services under a resulting contract.
- B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a picture ID that is issued by the State of Georgia. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.
- C. The use of tobacco or tobacco products on District property is prohibited.
- 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 and/or after 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 District property; nor will violations of Federal and State laws and any applicable District policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation. No person who has a firearm in their vehicle will be permitted to park on District property.

### **15.0 BACKGROUND CHECKS:**

The Contractor shall not utilize, in the performance of this contract, any employee who has been convicted of a felony and/or crimes against children. Should there be a reasonable doubt regarding a particular person's suitability, the District reserves the right to request a security/background check. All requests for background checks will be made through the District's Purchasing Department. The successful Contractor shall submit copies of all security/background checks requested within twenty-four (24) hours of a request by the District for such information. Failure to complete and/or to submit any security/background check requested by the District may result in immediate cancellation of the contract. The Contractor will also ensure that all employees adhere to the District's Drug Free Workplace policy.

### **16.0 DEBRIS/TRASH REMOVAL AND DISPOSAL:**

The Contractor will be responsible for the removal of all debris from the site and all areas of work shall be

left in a clean and safe condition. The Contractor shall keep the premises free of debris and unusable materials resulting from their work. As work progresses and upon request from the District, the successful Contractor will remove all debris and materials from District property. Any damage done by contractor personnel to any part of the building, equipment, furniture, fixtures, landscaping or any other items owned by the District shall be repaired or replaced in an acceptable manner and at no cost to the District. All project related debris, trash and dunnage will be removed at the expense of the Contractor. All debris must be disposed of in accordance with Federal and State Laws.

#### **17.0 QUANTITIES:**

The District currently has (62) school sites within a 13 mile radius which consist of elementary, K-8, middle, high, and alternative school facilities. The District cannot provide estimates for the necessary quantities. All services requested will be determined by actual needs basis and is contingent upon the availability of appropriated funds.

#### **18.0 SITE INVENTORY/LOCATION:**

Contractor will furnish all labor, materials, tools, equipment, and heavy equipment necessary to perform scope of service work as required and as requested by the District. The District will authorize such work by the issuance of a purchase order.

#### **19.0 SCHEDULING OF WORK:**

- A. The Contractor will be responsible for scheduling all services with the District's contract representative, Mr. Carey Stark, PE, Director of Maintenance or his designee. The Contractor will ***not proceed with any repairs, installation and/or inspection services unless prior approval is obtained from the District.*** The District will not reimburse or compensate the Contractor for any services that have not been pre-approved, authorized, scheduled and/or inspected accordingly. All maintenance and repair services will be billed only for actual "Time Spent" on job site at the contracted rates.
- B. The Contractor is required to submit to the District a staffing and material cost proposal for each project request which will include the NRPA Safety Inspection and Report. Only the minimum staff, appropriate to the scale of the project will be approved by the District. The District must pre-approve (in writing) all proposed staff levels, material cost, and "time on site" installation or repair quotations. The District reserves the right to accept or to reject any staff, material cost, and/or "time on site" quotation.
- C. The Contractor will be required, upon the request of the District, to utilize existing District parts or supplies and/or "new" parts and supplies that are purchased directly from by the District, and/or replacement parts covered under the manufacturers warranty. All pre-approved materials furnished by the Contractor will be billed at cost plus the percent (%) mark-up stated in bid. Documentation in the form of a supplier invoice, inventory control sheet, etc. which identifies actual cost of all Contractor furnished supplies, parts or materials and safety inspection report must be submitted with all Contractor Invoices. Contractor will provide itemized invoices in the format requested by the District. Please Note: The District will not provide the Contractor with a copy of its Sales and Use Tax Certificate of Exemption Form or its Federal Tax I.D. Registration number.
- D. The Contractor may be required to perform emergency repairs and shall be available for such work. Response time for emergency requests shall be within four (4) hours of receipt of phone call with personnel dispatched to school site to access work within 72 Hours days or a mutually agreed upon time frame.
- E. The Contractor is required to respond to all non-emergency service calls or receipt of work order no later than the end of the next business day. Service personnel are required to be dispatched and "on site" within ten (10) days to access any non-emergency service request.

## **20.0 SCOPE OF SERVICE- GENERAL:**

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, equipment and heavy 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, 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 will 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. For each day or fraction thereof that the above repair time limits are exceeded, the Contractor shall forfeit 5% of the final invoice price for the repair, installation or inspection task involved.
- 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.
- G. The Contractor is required to provide the District's representative will 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.

## **21.0 WARRANTY PERIOD:**

Standard manufacturer's warranties shall apply to all parts and materials used in repairs. All repair work shall carry a 90 day warranty. Contractor will provide a written warranty that is satisfactory to the District covering all labor and a copy of all Manufacturer Warranties. Warranty period will be applicable to "in service" dates only. As stated all repair work must be for a period of ninety (90) days or longer.

## **22.0 PRICING AND DELIVERY:**

- A. Contract prices for installation, repair and maintenance services shall be based on a "turn-key" all inclusive hourly service call labor rate (i.e. Foreman (normal business hours), Foreman (overtime), Journeyman (normal business hours), Journeyman (overtime), Apprentice/Helper (normal business hours), and Apprentice/Helper (overtime). Certified Playground Safety Inspector will perform all inspections at an "all inclusive" cost per job inspection, to be conducted during normal business hours. Hourly labor rates will include all labor, travel time, per diem, service truck, heavy equipment (including the rental thereof), fuel surcharges, and any tools or equipment necessary to perform the particular service requirement. Labor rates will only be applicable for

actual time spent on District "Job Site". All equipment and/or tools must be included in the "turn-key" labor rate.

- B. Hourly Labor rates shall be established for all installation, repair and maintenance services included in the scope of service requirements. Contracted man hours will be paid only for productive hours spent at the job site. Time spent for the transportation to and from job site, material acquisition, handling and delivery, or for the movement of Contractor owned or rented equipment is not chargeable directly and is considered to be the Contractor's "overhead". These costs shall be included in all contract hourly labor rates. All hourly labor rates will also include all direct labor, general and administrative overhead, insurance, taxes, profit margin and cost for all equipment that is normal and necessary (i.e. trucks, tools, lifts, etc.). A Summary Report of all chargeable hours and a copy of the NRPA certified playground safety inspection completion report must be submitted to the District prior to payment being processed. Summary Report must include the employee name, labor classification, hours worked on site, and the date of service.
- C. For material cost, a fixed percentage (%) "Mark-up" from the Contractor's procurement cost will be applicable. Net Material costs must be identified on all invoices with Mark-up listed separately. Copies of support documentation required and accepted by the District to support any materials purchase or heavy equipment rental includes a dated sales slip, inventory price sheet, and/or a supplier invoice or sales receipt. Invoices will not be processed for payment unless all required documentation is submitted.
- D. Pricing shall be based on standard labor rates, overtime rates, and material costs. For labor rates, an hourly rate shall be indicated for a Foreman (one only), a Journeyman (one only) and an apprentice/helper (one only). It is anticipated that the vast majority of jobs can be handled with a two or three person crew. These labor rates shall include the Foreman, Journeyman and Apprentice/Helper (if approved), service truck, heavy equipment (including the rental thereof), and any tools or equipment necessary to perform the particular job. For inspections, the District will only pay a "lump sum cost" for the "Certified Playground Safety Inspector" to perform an inspection of the completed project. **If the foreman, journey man, or apprentice/helper is the Certified Playground Safety Inspector for the project, only the Inspection Fee will apply for the actual time required to perform the inspection. (i.e. The Contractor cannot "double bill" the District for both a Foreman and an Inspector when both functions are being performed by the same individual).**
- E. Man hours paid under this contract shall be only for productive hours at the job site. Any equipment repairs completed at the contractor's facility must be pre-approved by the designated District representative at a "turn key" cost. Time spent for transportation of workers, material acquisition, taxes, handling and delivery, or for movement of contractor owned or contractor rented equipment is not chargeable directly but is considered as the Contractor's overhead. These costs shall be included in the hourly labor rates. The hourly rates shall also include direct labor, general and administrative overhead, insurance, profit and the cost of equipment that is normal and necessary (trucks, tools, etc.). A summary of all chargeable hours must be submitted before payment will be processed. This summary must include: the date(s) of service, project location, employee title, actual hours each worked on site, hourly labor rate, extension of hourly labor rates, and labor total. The District will not reimburse the Contractor for or pay directly for the rental of any "heavy equipment" required on any project.

### **23.0 EXCEPTIONS:**

It shall be the responsibility of the Bidder to include with his bid a list and clarification of any deviations from the specifications and/or to qualify any products offered. The list must be properly signed by the party submitting the bid. Exceptions will be taken into consideration but may not lower minimum bid standards. The list must be attached to bid submittal.

### **24.0 SUB-CONTRACTING:**



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

- A. A list of all sub-contractors to be used must be submitted with this bid.
- B. Proof of insurance must be attached for each sub-contractor.
- C. A copy of each sub-contractor's City/County Business License must be attached.
- D. Documentation of each sub-contractor's playground manufacturer training and approval to install and/or repair their equipment must be submitted with this bid.
- E. Documentation of each sub-contractor's current NRPA Safety Inspector Certification, for all sub-contractor's that will perform safety inspections(s).

#### **25.0 TAXES:**

Contractor(s) will timely pay all taxes lawfully imposed upon Contractor with respect to a resulting Contract. Contractor makes no representation whatsoever regarding any tax liability of a Supplier, nor regarding any exemption from tax liability related to this Contract.

#### **26.0 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.

#### **27.0 COMPLIANCE WITH LAWS:**

Contractor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. Bidder shall agree that in the performance of the contract, they 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.

#### **28.0 ASSIGNMENT OF CONTRACT:**

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

#### **29.0 BASIS OF AWARD:**

A contract, if awarded, will be awarded to the lowest responsive and responsible bidder(s) who meets or exceeds specifications and offers the lowest net cost to the District. Bids submitted that are not in the format of and on the District's bid submittal form will be considered non-responsive and rejected. The resulting contract will be conditional upon the offerer's ability to comply with the requirements set forth in the bid documents, which includes but is not limited to prior performance on a similar contract with the District. Contractor shall not deliver any products without an executed contract and receipt of a purchase order issued by the Savannah-Chatham County Public School System's Purchasing Department. The District reserves the right to award contract(s) for a primary, secondary and/or territorial Contractor, to award multiple contracts by "playground manufacturer", by two(2) or more playground manufacturers, to one Contractor for all playground manufacturers if it is deemed in its' best interest to do so.

#### **30.0 DISTRICT REPRESENTATIVE:**

The District has selected Mr. Carey Stark, PE, Director, Maintenance & Operations as its contract representative. After award, supervision of the contract will be performed by the contract representative and/or his designee.

### **31.0 INVOICES:**

Copies of all invoices, along with required acceptance documents and required reports, will be submitted to:

Mr. Carey Stark, P.E., Director, Maintenance and Operations  
2219 Gamble Road  
Savannah, GA 31405  
(912) 201-5494 (Fax)

### **32.0 TAXES:**

Nothing in these Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.

### **33.0 REQUIRED SCHEDULES AND ATTACHMENTS:**

In addition to the instructions set forth in Section II, Item A of the IFB document, a provision for the following forms, certifications and licenses is required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

- A. References.
- B. Disclosure of Responsibility Statement.
- C. IIREA Affidavit .
- D. Contracting Affidavit and Agreement.
- E. Certificate of Insurance (The District shall be listed as a Certificate Holder)
- F. Copy of 2013 Business License/Tax Certificate.
- G. Listing of Personnel and Safety Inspector Assigned to Contract.
- H. Copy of licensing and manufacturer training for all installers and technicians.
- I. Copy of licensing and proof of current National Recreation Park Association Playground Safety Inspector Certification for all assigned safety inspectors.
- J. W-9 Form.

### **34.0 ROYALTIES & PATENTS:**

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

### **35.0 AMBIGUITY, CONFLICT OR OTHER ERRORS IN BID:**

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Bid, it 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 amendment and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham County 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 District will not be responsible for any oral instructions. All addenda issued shall be acknowledged by the Bidder on the Bid Submittal Form and on Page nine (9) of the solicitation document.

### **36.0 TERMINATION OF CONTRACT FOR CONVENIENCE:**

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any such termination shall be effected by delivery to the vendor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a Notice of Termination, the vendor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the vendor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but not amount shall be allowed for anticipated profit on unperformed services.

### **37.0 TERMINATION FOR CAUSE/DEFAULT:**

In case of failure to deliver the services and equipment in accordance with the contract terms and conditions, the District, after due oral and written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the bidder violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the Contractor. The District may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the District from the Contractor is determined.

### **38.0 TERMINATION FOR LACK OF 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.

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## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

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## ATTACHMENT C

### **LMWBE BUSINESS PARTICIPATION PROGRAM**

It is the policy of the Board of Public Education (“owner”) that minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

## DEFINITIONS OF LMWBE

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

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - 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.
4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

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

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

Gail Delaney  
Savannah Entrepreneurial Center  
801 E. Gwinnett Street  
Savannah, GA 31401  
(912) 652-3582 (Phone)  
email: [gdelaney@savannahga.gov](mailto:gdelaney@savannahga.gov)

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

**ATTACHMENT C - Exhibit #1**

**PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID NO.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ TOTAL BID AMOUNT: \$ \_\_\_\_\_

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

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

WOMEN PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

OTHER MINORITY PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Note: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.

**ATTACHMENT C - EXHIBIT #2**

**GOOD FAITH EFFORTS REQUIREMENTS**

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

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	Yes or No  If no, please explain:
Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.	Yes or No
Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.	Yes or No  If no, which agencies were used to identify potential LMWBE Subcontractors?
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	Yes or No
Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.	Yes or No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

**ATTACHMENT C - EXHIBIT #3**

**JOINT-VENTURE DISCLOSURE STATEMENT**

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

Joint venture firms	Level of work	Financial participation



**ATTACHMENT C - Exhibit #4**

**LMWBE MONTHLY REPORT**

NAME OF CONTRACTOR/CONSULTANT: \_\_\_\_\_

BID NO: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUBCONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

PERCENTAGE OF TOTAL CONTRACT: \_\_\_\_\_%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: \_\_\_\_\_%

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

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

Date: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Notes:**

1. Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Form 1, including an accounting for any changes in LMWBE firms employed.

**2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM.**

LMWBE FORM 4 BID #14-44