

**GROUNDS MAINTENANCE PROGRAM
COASTAL EMPIRE MONTESSORI COMMUNITY
ORGANIZATION, INC.**

301 Buckhalter Road
Savannah, GA 31405

October 28, 2015

ANY INQUIRIES CONCERNING THE SPECIFICATIONS

SHOULD BE DIRECTED TO:

TERESA MIDDLETON, BUSINESS MANAGER

TERESAMIDDLETON.CEMCO@GMAIL.COM

SEALED PROPOSALS WILL BE RECEIVED NO LATER THAN

1:00 P.M., NOVEMBER 24, 2015

IN THE BUSINESS OFFICE

LABEL SEALED PROPOSAL ENVELOPE CLEARLY:

GROUNDS MAINTENANCE BID

Ladies and Gentlemen:

Coastal Empire Montessori Community Organization, Inc. (CEMCO) takes this opportunity to announce that we are requesting bids for Ground Maintenance (Contract for the remainder of FY16). All bids should be delivered to the Coastal Montessori Charter School Business Office, 301 Buckhalter Road, Savannah, GA 31405. Bids will be accepted prior to **11/24/2015 1:00:00 PM** 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 stamp conducted by the Business Manager in the Business Office. Bidders are responsible for ensuring that their bids are stamped by the Business Manager 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.

Ground Maintenance (Contract for Remainder of FY16)
10/28/2015, 11:57:02 AM

BID #2015-01

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 Teresa Middleton, Business Manager, at the address above or by e-mail at teresamiddleton.CEMCO@gmail.com. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Business Office or identified school representative. Your interest and participation in submitting a bid will be appreciated.

Sincerely,

Teresa Middleton,
Business Manager

GROUNDS MAINTENANCE BID

INVITATION TO BID #2015-01

Coastal Empire Montessori Community Organization, Inc. (CEMCO) is seeking a vendor to provide site-based grounds maintenance for CEMCO site addresses for the period of **December 1, 2015 through June 30, 2016**. The sites included are Coastal Empire Montessori Charter School (CEMCS) of the Savannah Chatham County Public School System and Coastal Empire Montessori Academy (CEMA), 301 Buckhalter Road, Savannah, GA 31405.

The Board of Coastal Empire Montessori Charter School and Coastal Empire Montessori Academy (hereinafter referred to as "the Board" or CEMCO - Coastal Empire Montessori Community Organization, Inc.) is soliciting sealed bids for Ground Maintenance Program (Contract for the remainder of FY16) 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 Business Office 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 Business Office 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:

Coastal Empire Montessori Community Organization, Inc. Attn.: Business Office 301 Buckhalter Road, Savannah, GA 31405

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, Business Manager. 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 email a written request for interpretation to:

Coastal Empire Montessori Community Organization, Inc.

Attn.: Teresa Middleton, Business Manager 301 Buckhalter Road, Savannah, GA 31405 or email: teresamiddleton.CEMCO@gmail.com

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will be mailed or emailed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **11/6/2015 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 **11/10/2015 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 shows 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 Business Manager 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 Business Manager 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 Business Manager 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 or email 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 Bid #2015-01 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.

COASTAL EMPIRE MONTESSORI COMMUNITY ORGANIZATION, INC.

FOR THE COASTAL EMPIRE MONTESSORI CHARTER SCHOOL AND COASTAL EMPIRE
MONTESSORI ACADEMY

ITB # 2015-01

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 CEMCO 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 HOW DID YOU HEAR ABOUT THIS ITB HOW DID YOU HEAR ABOUT THIS ITB 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 School's Business 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 Coastal Empire Montessori Community Organization, Inc. (“CEMCO”) 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 Coastal Empire Montessori Community Organization, Inc. (“CEMCO”) 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 Coastal Empire Montessori Community Organization, Inc. (“CEMCO”) 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

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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.

BID SUBMITTAL FORM

ATTACHMENT "A"

SPECIFICATIONS

ITB #2015-01

Ground Maintenance Program (Contract for Remainder of FY16)

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 Business Office. In case of errors and/or omissions you are advised to contact the Business Office for the current status of any bid posting. All bids and RFP's submitted to the Business Office must be clearly marked with the Bid/Proposal name and number on the outside of the document.

Please Note: the bid form and Attachment A supersede any information 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 (1) or more Qualified Bidder(s), to provide Ground Maintenance Program for the Coastal Empire Montessori Community Organization, Inc. herein after referred to as the "CEMCO".

The Bidders Qualification Application document shall be submitted in a sealed envelope clearly marked "Qualification Application". CEMCO will review each Application to determine the "Zone Capacity" and "Total Zone Capability" of each Bidder.

Bid pricing shall be submitted in a separate envelope marked "Bid Pricing". Bid pricing will only be opened and accepted from Bidders who submit a "Qualification Application" and are deemed by CEMCO to be qualified in accordance with the Qualification requirements contained herein.

Initial Clean-up Cost shall be submitted in a separate envelope marked "Initial Clean-Up Cost". Initial clean-up cost shall be submitted for the site for which the Bidder is submitting a monthly cost. If your firm determines that a site does not require an initial one-time clean up fee indicate this by placing a "0" in the space provided for the site. Bidders should follow instructions provided with the Initial Clean-Up Cost Form. Firms will be given sixty (60) days after Notice to Proceed to complete their initial clean-up of the site, if authorized by CEMCO. After the initial clean-up Firms will be required to maintain the site for their stated monthly cost. CEMCO reserves the right to award initial clean-up of the site in accordance with CEMCO's budget. Bidders must hold their initial clean-up cost firm for the initial contract period.

CEMCO will be the sole determinant as to a Bidders ability to comply with the Qualification requirements and further reserves the right to award bids as deemed to be in its best interest. It is CEMCO's intent to award a single contract to the low responsive and responsible bidder who has demonstrated to CEMCO, through the Qualification process, its ability to meet and to comply with the Scope of Service requirements relevant to its company size, current contractual obligations, service capacity, equipment inventory and the level of available staff required to service the site and its demonstrated experience over the past three (3) year period to provide "satisfactory" contract services that are similar in Size and Scope, without any major service and/or contractual disputes.

Award will be made in the best interest of CEMCO.

2.0 DEFINITIONS: For the purpose of qualifying Bidder, "Zone Capacity" and "Total Zone Capability" is defined by CEMCO as follows:

Zone Capacity: Bidders demonstrated ability and capacity to provide services to the site with a service acreage size of up to 9 Acres

Total Zone Capability: Bidders demonstrated ability to immediately commence services within 30 days upon the award of a contract and to efficiently and competently provide services to the site with bid award recommendation not to exceed their "Total Zone Capacity", as determined by CEMCO through the Bidders Qualification Application.

3.0 QUALIFICATION APPLICATION: Sealed bid pricing will only be opened and considered from those Bidders that meet, at a minimum, the following qualification requirements. Failure to comply with the following qualification requirements will result in bid being deemed as "non-responsive".

Bidder must be an organization existing for the primary purpose of providing lawn care and landscape

A. maintenance services. Bidder must have a minimum of three (3) continuous years prior experience in providing lawn care and

B. landscape maintenance services of similar size [a minimum of up to 9 Acres] or larger with scope of services requirements that are similar to or the same as that requested by CEMCO. Bidder must demonstrate its ability to commence services under a resulting contract within thirty (30) days

C. of Contract award. Bidder must demonstrate its ability to provide qualified supervisor(s), service personnel, and have a Staff

D. member that is currently licensed by the Georgia Department of Agriculture for Pesticide Applications. Bidder must demonstrate that it has the financial stability, staffing levels, and equipment inventory required

E. to comply with service requirements and standards. Bidder must demonstrate its ability to comply with all licensing, insurance, federal registration (E-Verify)

F. and State of Georgia Licensing requirements (as required) for the application of pesticides. Bidder must identify in their Qualification Application any pending or ongoing litigation. Bids will not be

G. opened or accepted from any Vendor, Company, firm, person, or party, parent subsidiary, against which CEMCO, any other government agency, individual, company, or other party has an outstanding claim, or a financial dispute relating to prior performance. If CEMCO, at any time, discovers such a dispute during any point of the Qualification Application process, or after bid opening, the Bidder will not be considered further for a contract award. If discovery is after the award of a contract, the contract will be terminated.

4.0 CEMCO SERVICE Site: Successful Bidder(s), herein after referred to as "Service Provider" will be required to provide lawn care and landscape maintenance services for Coastal Empire Montessori Charter School and Coastal Empire Montessori Academy. All acreages are estimated and include all buildings, wooded areas, and retention ponds enclosed by a chain link fence that are located on the site. The 9 acres identified for the site does not represent the actual areas of the site to be serviced and maintained.

5.0 QUALIFICATION APPLICATION AND BID SUBMITTAL DEADLINE: Sealed bids must be submitted in the format and on the bid forms provided herein. Bidder's Qualification Application (with

all required forms and documents identified below in Section 6.0), Bid Submittal Form, and Initial One-Time Cleanup Cost must be submitted with Bid. Each document must be sealed in a separate envelope and clearly marked with "Qualification Application", Bid Submittal Form" and "Initial One-Time Cleanup Cost" by the bid closing date.

Bids received after the stated closing date and time will be returned to the Bidder "unopened" and will not be considered.

6.0 APPLICATION FORMAT AND SUBMITTAL REQUIREMENTS: Qualification Application with Checklist (submitted in a separate sealed envelope labeled "Qualification

A. Application"). Solicitation Document Forms (Pages 9 through 14 and Attachment C: Pages 27 through 32).

B. Bid Submittal Form (submitted in a separate sealed envelope labeled "Bid Submittal Form").

C. Initial One-Time Cleanup cost (submitted in a separate sealed envelope labeled "Initial One-Time Cleanup D. Cost")

7.0 PRE-BID CONFERENCE: All interested Bidders are strongly encouraged to attend the scheduled pre-bid conference and site visitations. The **Pre-Bid conference will be conducted on Wednesday, November 4, 2015 at 11:00 am** at Coastal Empire Montessori Charter School, located at 301 Buckhalter Road, Savannah, Georgia 31405 to answer any questions that may arise and to provide clarifications.

CEMCO will walk the site, Coastal Empire Montessori Charter School and Coastal Empire Montessori Academy, with interested vendors. All interested Bidders are strongly encouraged to participate in the scheduled site visit located at same location of the Pre-Bid Conference.

8.0 FAMILIARITY WITH THE WORK: Attendance at the Pre-Bid Conference and critical site visit is strongly encouraged. It is the sole responsibility of Bidders who wish to submit a bid, to assure a complete understanding of the Scope of Service requirements. The Bidder(s), by submitting a Qualification Application, bid submittal form, and executing an Agreement (if awarded), acknowledges that they have a full understanding of the extent and character of the Scope of Service requirements and the conditions that affect the performance of the contract. CEMCO will not be responsible for any misinterpretation of the Work to be performed or any conditions which may affect the performance of the Work. By executing this Agreement, the Bidder also is stating their commitment to fulfill all obligations of this contract if awarded.

9.0 PERFORMANCE PERIOD: This Bid will establish contracts that will be in effect for a period of seven (7) months ending June 30, 2015, to become effective the date of contract award. CEMCO reserves the right to renew the contract for four (4) one year (July 1st to June 30th) terms provided service meets or exceeds the stated requirements for the previous contract term and parties agree to the extension.

Award will be made in the best interest of CEMCO.

Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for all Urban Consumers (CPI-U) for all items (unadjusted for seasonal changes) for the current twelve (12) month period or three percent (3%) whichever is the lesser.

10.0 PERFORMANCE REVIEW: A performance review will be scheduled quarterly with representatives from the Business Office. CEMCO reserves the right to schedule a performance review at any time deemed necessary. The performance review will include a discussion of the weekly/bi-weekly service

record sheets and any resulting notice of deficient service and request for corrective action. Bidders will be expected to correct any deficiencies within the next business day of notification. Failure to perform work in accordance with the established criteria shall result in CEMCO procuring the services from another qualified firm or self-perform and bill/invoice the firm for the cost of the services.

11.0 OCCUPATIONAL SAFETY AND HEALTH ACTS: Service Providers who perform any work under a contract resulting from this bid shall fully comply with the provisions of the Federal Occupations Safety and Health Act of 1970 and any amendments thereto and all regulations pursuant to the act.

12.0 TAXES: Nothing in these specifications shall be construed as relieving the Service Provider of his responsibilities in paying all applicable taxes.

13.0 SAFETY: The safety of the students, faculty, staff and the public must be maintained at all times, therefore, the

A. Service Provider will be required to erect safety barricades and signs during each service visit. Signage shall be the responsibility of the Service Provider. The work shall not have a negative effect upon the daily operation of each school site and shall not prohibit visits to the school. The Service Provider will maintain all equipment in a safe operating condition in accordance with OSHA

B. standards. All rotary mowers must be equipped with safety shields, chains or guards to prevent damage to property by flying debris from under mower. Engines must be equipped with manufacturer approved mufflers to reduce noise emission. All property of the Service Provider, including all equipment, materials and supplies will be removed from CEMCO property on a daily basis and/or upon completion of each service visit. The Service Provider will exercise precautions at all times to ensure the protection of all persons and

C. property. All applicable safety provisions, laws, and ordinances shall be strictly observed. Service Provider is required to provide employees with personal safety equipment to include, but not limited to: goggles, gloves, hard hats, ear protection and other safety equipment as normally found in "best practice." and in accordance with OSHA standards. Bidders are required to provide a copy of the Safety Plan currently in place for their firm.

14.0 SITE SECURITY: All Service Provider personnel must coordinate with the Business office or an identified school representative prior to the commencement of any work. The Service Provider's employees must present a State issued I.D. and must sign in and out when working at the school site during operational hours. All personnel must remain in assigned work area. It shall be the sole responsibility of the Service Provider to safeguard his materials, tools, supplies and equipment while on CEMCO property. CEMCO will not assume any responsibility for vandalism and/or the theft of materials, tools, supplies and/or equipment.

15.0 BACKGROUND CHECKS: The Service Provider 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, CEMCO reserves the right to request a security/background check. All requests for background checks will be made through CEMCO's Business Office. The Service Provider shall submit copies of all security/background checks requested within twenty-four (24) hours of a request by CEMCO for such information. Failure to complete and/or to submit any security/background check requested by CEMCO may result in immediate cancellation of the contract. The Service Provider will also ensure that all employees adhere to CEMCO's Drug Free Workplace policy.

16.0 SERVICE PERSONNEL CODE OF CONDUCT: The Service Provider will ensure that all of its employees have undergone a drug screening test and a

A. criminal background check. No employee with a felony conviction is permitted to provide services under a resulting contract. Failure of the Service Provider to conduct criminal background checks and to provide proof to CEMCO thereof shall be grounds for immediate termination of the contract. The Service Provider will ensure that all employees comply with Section 247A (e) of the National

B. Immigration and Naturalization Act and that they have valid immigration status. The Service Provider will not subcontract with any other firm, agency, or person to perform the contracted

C. services described hereunder without prior written consent of CEMCO. The Service Provider will not utilize Day Labor or Temporary Workers to provide any services at any CEMCO

D. facility. The Service Provider nor his employees will be in possession of a firearm on CEMCO property, or in a

E. vehicle on CEMCO property, and will comply with CEMCO policy regarding a "Drug Free Workplace". The Service Provider and all employees of the Service Provider are expected to present a professional

F. appearance at all times. All personnel of the Service Provider will be neat, well groomed, and properly uniformed in industry standard uniforms (including uniform shorts during the summer months). Uniforms will be kept in an acceptable manner and will clearly identify the Company Name and the Employees name. Cut-off shorts, sandals, tank tops and/or other inappropriate work attire will not be accepted. The Service Provider and all employees of the Service Provider are expected to conduct themselves at all

G. times in a responsible and courteous manner while performing work and/or when they are on CEMCO property. The Service Provider, or the employees of the Service Provider are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others. The Service Provider nor his employees will be permitted to use tobacco or tobacco products on CEMCO property.

17.0 SUPERVISION REQUIREMENTS: The Service Provider will provide a competent foreman to be "on site" at all times, to oversee and monitor the working crew. Foreman must have the complete authority to act on behalf of the Service Provider.

18.0 SCHEDULING OF WORK: The Service Provider and their employees agree to comply with instructions and regulations regarding use

A. of school facilities, conduct, and safety standards issued by contract representatives, officials or other CEMCO representatives and officials. This includes adhering to the following work schedule requirements: All work must be scheduled with the Business Manager and must be in compliance with the City of Savannah and/or Chatham County ordinances. The Service Provider will provide a written monthly schedule of services to the Business Manager for services that will be performed on site. Business Manager will notify Services Provider if any planned services will interfere with any outside activities planned by the School and/or testing dates. Services Providers are prohibited from servicing site during testing periods. The Service Provider will perform any specially requested work, by the date specified by CEMCO, upon receipt of a two (2) week advance notice.

19.0 DEBRIS/TRASH REMOVAL AND DISPOSAL:

A. The Service Provider will remove and dispose of all litter in a manner acceptable under all City and County ordinances. Litter must be picked up prior to each mowing cycle and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut into smaller pieces by the mower.

B. Litter and debris shall be defined as any object not intentionally placed at the site for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, disposable diapers and cigarette butts, etc. found on the grounds. This also includes items produced from maintenance tasks such as mowing and landscape bed maintenance.

20.0 PROPERTY DAMAGE: The Service Provider shall immediately report to the Business Manager damage to private, A. public or CEMCO properties. The Service Provider shall be responsible for the repair of such damage, and all repairs shall be done B. promptly and to the satisfaction of and at no expense to CEMCO. All repairs must be completed within five (5) days from date of damage. Failure to comply with this timeline will result in contract termination. If CEMCO has to complete any emergency/temporary repair work the cost of such work will be charged back to the vendor.

21.0 REMEDIATION OF SUB-STANDARD SERVICE: The Service Provider shall submit daily service affidavits with details to include: all services provided A. location, date of service. Service affidavits must be signed by a representative at the site. Daily service affidavits must be emailed to Teresa Middleton at teresamiddleton.CEMCO@gmail.com by the following business day. The Business Manager will provide notification of any deficiencies or unsatisfactory work within two B. (2) business days following receipt of the service affidavit. The Service Provider will make all necessary corrections of unacceptable work at no additional cost to C. CEMCO, upon notification of the deficiency or unsatisfactory work. All work corrections will be completed within the next business day after notification. Completion of corrective work shall be documented by submitting a service affidavit notifying the Business Manager that the corrections have been completed. If deficiencies or unsatisfactory conditions still exists after the re-inspection, the Service Provider will be charged a \$200.00 re-inspection fee per occurrence, in addition to any liquidated damages which may be exercised. The Service Provider will be responsible for the remediation of all substandard work. If the work is not D. promptly corrected to the satisfaction of CEMCO, the Service Provider will be required to refund to CEMCO, any costs attributed to the portion of the Work that is defective. Refund will include any and all costs paid by CEMCO to another Vendor, Contractor, or Service Provider to correct the defective work. Continued failure to provide superior service will result in contract termination.

22.0 LIQUIDATED DAMAGES: CEMCO shall reduce the Service Provider's invoice in the amount of no less than 5% of the monthly cost or the actual cost paid by CEMCO to engage another Service Provider to correct the defective work, whichever is greater, for any "unacceptable", "incomplete work.", or "sub-standard work" which does not comply with Scope of Service Requirements and which is not remediated or corrected in accordance with the time frame listed above.

23.0 SPECIAL TERMS AND CONDITIONS: The Service Provider will submit on a monthly basis, an itemized invoice which includes the following: A. Purchase Order number, Date of Service, Site/Address, Monthly service amount, a service affidavit, service release or work order form signed and dated by Business Manager or representative upon the completion of service visit. A copy of invoice with required documentation must be forwarded to CEMCO Account Manager for payment processing. The Service Provider shall acquire and maintain for the duration of the contract insurance coverage for the B. limits stated on the insurance attachment. Failure to provide a current certificate of insurance at any time will result in contract termination. The Service Provider shall secure all necessary permits and licenses

imposed by laws and ordinances; pay C. all costs or fees; give all notices required; protect all property; comply with traffic protection standards and keep roads, sidewalks, parking areas open for traffic to the extent possible by providing and installing signals, warning signs, and barricades. The Service Provider will be responsible for providing, maintaining and transporting to the site all D. necessary labor, equipment, fuels, and supplies including fertilizer, chemicals, pine straw, seed, etc. as necessary to perform the lawn and grounds maintenance in accordance with the specifications listed herein. The Service Provider will make any management recommendations to CEMCO which, based on their E. experience and expertise, will further enhance the appearance and health of the school grounds and/or reduce associated maintenance costs of the properties. The Service Provider will be available for periodic site inspections when requested by CEMCO or representative.

24.0 SCOPE OF SERVICES: The work to be performed by the Service Provider includes, but is not limited to the complete maintenance of all lawns, plant beds, athletic fields, and natural areas at the site. It will be the Service Provider's responsibility to provide all initial corrective work required in addition to any Initial Cleanup Cost authorized by CEMCO. It will further be the Service Provider's responsibility to maintain a commercially acceptable condition in compliance with the Scope of Service requirements at the site. The areas to be maintained and serviced at the site includes all land located within the boundaries of the school property, both formally planted (athletic fields, lawns and landscaping) and naturally grown (i.e. mulched, wooded, native vegetation) and will extend to the outer boundaries of the property. The outer boundaries for each property is determined by the nearest street, highway or road, and is traditionally separated by a sidewalk or walkway. The Service Provider will provide all labor, equipment, supplies and materials required to maintain CEMCO's lawn, landscaping and athletic fields in accordance with the Scope of Service requirements included herein. Mandatory Scope of Service requirements include but is not limited to:

A. Mowing and Lawn Maintenance All areas within the boundaries of the school site covered with grass shall be mowed including drainage swales, ditches and retention ponds. Mow to the edge of any standing water in ditches and ponds. The Service Provider shall mow as close as practical to all fences, curbs, walls or buildings where applicable. Any vegetation unable to be cut by mechanical means must be cut by other means to a height of 2 inches. Remove all debris (grass cuttings, leaves, etc.) from the lawn areas. The Service Provider will provide all containers and will be responsible for proper disposal of grass clippings. Grass clippings will not be used as mulch. However, if mulched they can remain on the lawn with prior approval by CEMCO's representative. The mower blades shall be set at the recommended height for the type of grass at each location. Mower blades shall be kept sharp at all times. The mowing equipment shall be cleaned of all grass clippings and seeds prior to each use. Lawn areas shall not be mowed in the same direction each time because it creates patterns in the turf.

B. Mowing Schedule and Frequency Every week from April through October (seven months) and every fourteen (14) days from November through March (five months). Edging, bed maintenance, litter removal, and weeding will be done in conjunction with mowing at each visit. In addition, the Service Provider will be responsible for maintaining all athletic fields on the site during each visit, pruning all vegetation and edging all buildings, curves, sidewalks, and fence lines. Litter will be removed from each job site upon the completion of each visit.

C. Edging All turf areas shall be edged along curbs, edge of paving and walkways, planting areas, and a three foot diameter around trees. Encroachment of grass onto paving, walks and planting beds will not be allowed. All grass and edging clippings must be removed from the site. The original designed shape of all planting beds will be maintained. Use string trimmers to cut grass in areas inaccessible to mowers.

Do not use string trimmers to expose sprinkler heads. String trimmers are not to be used with 12" of the tree or shrub trunks.

D. Fencing. Fences shall be cleaned in a manner that will allow clear vision through the fence. Fences must be cleared all the way to nearest ditch, road, or in the case of a wooded area at least three (3) feet from fence. Chemical edging may be allowed along fence lines, with prior approval from the Business Manager. If chemical edging is approved vegetation must be removed from the fence after application. Service Provider will submit complete information about the chemical to be used, type, purpose, application schedule, application rates and any use limitations to CEMCO's representative for approval. Upon request by CEMCO at any time during the contract term, the Service Provider will submit MSDS (material safety data sheets). An initial copy of all MSDS sheets will be submitted to CEMCO prior to contract execution.

E. Landscape Bed Maintenance Bed maintenance shall include all work necessary to maintain tree islands and planting bed areas with plants in a healthy condition. All beds must be mulched with a three (3) to four (4) inch layer of mulch. Beds shall be edged and trimmed so that they remain within the area original defined shape.

F. Litter and Debris Removal All trash, paper, glass, and other litter or debris shall be removed from the lawn areas prior to mowing. Service Provider shall also remove all litter and debris from all other portions of the school grounds including parking areas, natural areas and planting beds. The Service Provider will provide containers and will be responsible for proper disposal of litter and debris. All grass and or debris will be swept or blown off the drive lanes and sidewalks after mowing and trimming and collected for disposal.

G. Weed Control All plant bed and lawn areas shall be weeded on the same schedule as mowing. All weeds and plant material not part of the original planting plan shall be removed completely including its root system.

H. Mulching All planting beds and tree islands shall be mulched by the end of July and the end of March with three (3) to four (4) inches of pine straw, which will be provided by the successful contractor AT NO ADDITIONAL COST TO CEMCO. The Service Provider is responsible for maintaining the mulch level at the site. Service Provider will be responsible for delivery and installation of mulch. The Service Provider shall note on their weekly service affidavits when mulch has been applied.

I. Pruning Shrubs and small landscape trees should be pruned to maintain a natural shape and attractive appearance as well as preventing damage to vehicles. No plants shall be pruned into rounded mounds or other artificial shapes, trees (including crape myrtles and tree form ligustrum) should not be topped or cut to one level. Remove all dead, broken, damaged or hazardous branches and limbs as needed. All trees in areas that are trafficked by students, staff, public, and vehicles shall be limbed to a height of ten (10) feet to avoid injury to persons and damage to vehicles.

J. Natural Areas Natural areas with trees and native vegetation shall be maintained on a regular basis to remove litter and debris, remove dead or damaged vegetation and weedy growth, and kept in a neat appearance.

25.0 ADDITIONAL SITES:

During the term of the Contract, CEMCO reserves the right to add additional sites at the same terms and conditions, at a negotiated price, if agreed upon by all parties involved. CEMCO also reserves the right to delete or discontinue services one at any time.

26.0 ADDITIONAL WORK (as requested or required):

The Service Provider will submit a written proposal or quotation, upon request by CECMO, for any additional "out of scope" work that is not included in the Scope of Service requirements. Written Proposal or Quotation will be at the contracted unit prices for "out of scope" work, if accepted by CEMCO. The Service Provider will state in his/her proposal or quotation, the extent of the additional services to be provided, the service frequency and the additional monthly cost. Upon approval by a CEMCO representative, the Service Provider will perform the proposed "out of scope" services at the approved cost and service schedule. A "Change Order" to the contract will be issued for all non-contracted "out of scope" services and for all "site deletions or additions".

27.0 TRANSITION PERIOD:

Due to the nature of the procurement process, often there are times when a transition period is required during the evaluation period, final contract negotiations, and/or contract award and execution. The Service Provider will agree to maintain the same terms, conditions and prices of the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the incumbent Service Provider is not the successful offerer, he or she will agree to provide the same level of services for a period not to exceed ninety (90) days, to allow for an orderly transition.

28.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:

Service Provider is 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; 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.

29.0 TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver the material or services in accordance with the contract terms and conditions, CEMCO, after due oral and written notice, may procure them from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. The remedy shall be in addition to any other remedies which CEMCO may have. Specifically, if, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Service Provider violates any of the covenants, agreements, or stipulations of this contract, CEMCO 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 Service Provider shall not be relieved of liability to CEMCO for damages sustained by CEMCO by virtue of any breach of contract by the Service Provider. CEMCO may withhold any payments to the Service Provider for the purpose of off-set until such time as the exact amount of damages due to CEMCO from the Service Provider is determined.

30.0 TERMINATION FOR CONVENIENCE:

CEMCO reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Business Manager determines that such a termination is in the best interest of CEMCO. Any such termination shall be effected by delivery to the Service Provider, at least ten (10) working days prior to the termination date, the Notice of Termination specifying to the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Service Provider will cease 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 Service Providers obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. All equitable adjustment in the contract price shall be made for complete service, but no amount shall be allowed for anticipated profit on unperformed services.

31.0 TERMINATION FOR LACK OF FUNDING:

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Service Provider by CEMCO is solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the CEMCO Account Manager to no longer exist or to be insufficient with respect to the charges payable there under, the agreement shall terminate without further obligation of CEMCO at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Business Manager shall certify to the Service Provider the occurrence thereof.

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 CEMCO 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 CEMCO.

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. CEMCO, 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.

ATTACHMENT "C"

LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of Coastal Empire Montessori Community Organization, Inc. ("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.

ATTACHMENT "C" - Exhibit #1

LMWBE FORM 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 CEMCO 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: _____

ATTACHMENT "C" - EXHIBIT #2

LMWBE FORM 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 agencies to identify available qualified LMWBEs.

Yes or No

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

LMWBE FORM 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 FORM 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

\$

\$

\$

\$

CUMULATIVE LMWBE MONTHLY REPORT: \$_____

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 CEMCO'S BUSINESS MANAGER.