

 <b>DeKalb County</b> School District	DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705
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## INVITATION TO BID

[www.dekalb.k12.ga.us](http://www.dekalb.k12.ga.us)

For projects estimated to cost less than \$1,000,000

Date of Invitation: April 30, 2015

This Invitation to Bid includes 40 pages

SEALED BIDS SHOULD BE ADDRESSED TO THE DEKALB COUNTY SCHOOL DISTRICT  
 1780 MONTREAL ROAD, TUCKER, GEORGIA 30084

<b>Project Title:</b>	Hambrick Elementary School ADA and Capital Renewal
<b>Solicitation Number</b>	ITB No. 15-752-035
<b>Project Number:</b>	111-422

### Solicitation Timeline Summary

EVENT	DATE(S)	TIME	LOCATION
Plans & Specs Available:	April 30, 2015		<a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a>
<b>Mandatory Pre-Bid Conference</b>	<b>May 12, 2015</b>	<b>10:00 AM</b>	<b>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</b>
<b>Mandatory Site Visit</b>	<b>May 12, 2015</b>	<b>Immediately following Pre-Bid</b>	<b>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</b>
Optional Additional Site Visits	Upon Request	TBA	Contact Belinda Quillet to arrange: 678-676-1373 or <a href="mailto:belinda_quillet@dekalbschoolsga.org">belinda_quillet@dekalbschoolsga.org</a>
Final Questions Due	May 27, 2015	2:00 PM	<a href="mailto:dcsd-op-bidquestion@dekalbschoolsga.org">dcsd-op-bidquestion@dekalbschoolsga.org</a>
Final Addendum	June 1, 2015	2:00 PM	<a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a>
<b>Bid Due Date &amp; Time (Public Opening)</b>	<b>June 4, 2015</b>	<b>2:00 PM</b>	<b>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</b>
Anticipated Board Review and Approval	July 13, 2015		
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Estimated Notice to Proceed	August 2015		

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### **Plans and Specifications**

Available by request: 100% Construction Documents prepared by Cooper Carry, dated November 17, 2014.  
[Belinda\\_Quillet@dekalbschoolsga.org](mailto:Belinda_Quillet@dekalbschoolsga.org)

## I. INSTRUCTIONS TO BIDDER

### A. EXAMINATION AND ACQUISITION OF PLANS & SPECS

Invitation to Bid ("ITB") documents will be available **Thursday, April 30, 2015**, and may be obtained from the DeKalb County School District website at <http://www.dekalb.k12.ga.us/solicitations>. This Invitation to Bid is based upon the attached Owner's Criteria and Narrative Scope of Work, which is incorporated herein by reference. Plans and Specifications are available electronically in PDF format and can be emailed to prospective Respondents free of charge by submitting a request to [Belinda\\_Quillet@dekalbschoolsga.org](mailto:Belinda_Quillet@dekalbschoolsga.org).

### B. MANDATORY PRE-BID CONFERENCE

All prospective bidders are required to attend a mandatory Pre-Bid Conference on **May 12, 2015 at 10:00 am** at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, GA 30084.

The assigned contact person for this bid is **Belinda Quillet CPPB, Procurement Specialist II**. Belinda Quillet can be reached at **(678) 676-1373** or by email at [belinda\\_quillet@dekalbschoolsga.org](mailto:belinda_quillet@dekalbschoolsga.org).

Bids submitted by bidders who have not properly registered and attended the mandatory pre-bid conference shall be rejected as non-responsive. All attendees of the pre-bid conference will be required to register. **Proper registration means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the pre-bid conference.** Bidders are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-bid conference. **Bidders are advised to register early as anyone arriving after 10:15 a.m. will not be allowed to participate in the bid process.**

### C. MANDATORY SITE VISIT

All prospective bidders are required to visit the Project site. A mandatory Project site visit is scheduled immediately following the Mandatory Pre-Bid Conference.

### D. RECEIPT OF BID PACKAGE PUBLIC OPENING

1. Bids will be received no later than **2:00 pm** on **Thursday, June 4, 2015** and publicly opened at **2:00 pm**.
2. The **original and two (2) copies of the Bid** along with and **one (1) electronic copy** on a flash drive or CD, must be received at the DeKalb County School District, Operations Division, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 no later than the date and time (determined by the date/time card stamp of the DCSD Facilities Procurement Services Department) set forth in the "Invitation to Bid." The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

It is the sole responsibility of the GC to ensure timely delivery of the bid submittal. The respondent is responsible for allowing adequate mailing or delivery time in order for their proposal to be delivered by the specified due date and time. Offers by telegram, facsimile machine, or telephone will not be accepted. Bids will be time and date stamped upon receipt at the address listed above. The exact time of receipt is determined by the date/time stamp. Any Bids received after the designated time and date will be deemed late and will not be accepted by DCSD.

3. Responses must be on the forms furnished within this Invitation to Bid and completed in their entirety. All bids must be submitted on the attached bid form. The bid form is Attachment I of this ITB.

4. Bids must be submitted in a sealed envelope with Attachment K Bid Delivery Label completed and affixed to the exterior of the package.

**E. BID SUBMISSION**

1. Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation to Bid. Responses must be either typed or written in ink. Any correction made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by DCSD. Each bidder is required to furnish all information requested in the ITB.
2. Each bidder is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and DCSD policies and/or regulations pertaining to DCSD procurement.
3. DCSD assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid response. This provision applies whether or not a dispute arises.
4. All bids submitted become the property of the DCSD and are subject to applicable open records policies and laws.

**F. FINANCIAL INFORMATION**

The vendor's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the vendor's most recent tax return and balance sheet will be accepted.

**G. REFERENCES**

Bidder shall provide a minimum of three (3) client references for which the bidder has fulfilled a project of similar scope and complexity as this Invitation to Bid. Bidder shall include the following information with the client references: company name, contact person, company address, telephone number, and email address. Submit references using the form provided as Attachment G. **FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE NON-RESPONSIVE AND REJECTED.**

**H. BUSINESS LICENSE**

**Bidders shall submit with their Bid, a copy of their valid company business license.** If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, Bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Bidder for the duration of the contract. Provision of copy of business license is a mandatory requirement (include with Required Forms).

**I. INSURANCE REQUIREMENTS**

**A Certificate of Insurance and/or ACORD form is required with solicitation submittal.** Provision of Certificate of Insurance is a mandatory requirement (include with Required Forms). Bids submitted with

certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this ITB will be contingent upon receipt within five (5) business days of request for insurance documentation complete with the following requirements. In the event the awarded Respondent cannot produce insurance coverage acceptable to the DCSD within the time provided, DCSD reserves the right to award this solicitation to the next highest ranked firm. Please refer to Article 19 and Exhibit "A" of the Contract for required Insurance.

**J. NON-COLLUSION**

Bidders shall fully certify that they, as an individual or as engaging official of a formal business entity have not entered into any agreement, participated in collusion or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their bid response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

As a part of the response to this ITB, the GC shall submit with its proposal an affidavit in the form of the Offeror's and Individuals' Affidavit of Noncollusion included in the Bid Documents as Attachment D. If the bidding GC is a partnership, all of the partners and any officer, agent, or other person who intend to represent or act for them in bidding for or procuring the Contract for the Project shall also sign the affidavit. If the bidding GC is a corporation or other entity, all officers, agents, or other persons who intend to act for or represent the corporation or other entity in proposing for or procuring the Contract for the Project shall also sign the affidavit.

The Subcontractor's Affidavit of Noncollusion is included with the Bidding Documents as Appendix F. Not later than simultaneously with the execution of the Contract, the successful Bidder shall deliver to the Owner the completed and executed Subcontractor's Affidavit of Noncollusion in accordance with O.C.G.A. § 36-91-21(e). The GC awarded the contract shall require every Subcontractor from whom the GC received a bid or proposal to complete and sign the Subcontractor's Affidavit of Noncollusion.

**K. CONFLICT OF INTEREST**

Bidders must disclose with their bids the name of any officer, director or agent who also is a DeKalb County School District employee or Board Member. Bidders must disclose the name of any DeKalb County School District employee or Board Member who owns, directly or indirectly an interest of 5 percent (5%) or more in the bidder's firm or any of its' branches. Bidders shall certify that this bid response is impartial, at arms-length and free of any conflict of interest, unfair advantage or personal benefit to any DeKalb County School District official.

**L. FORM OF CONTRACT**

If awarded the subject contract, the bidders will be required to sign the Fixed Price Narrow Scope Agreement. A copy of the contract form is provided with this ITB as **Appendix E**.

**M. BASIS OF AWARD**

The contract, if awarded, will be on a lump sum basis by Base Bid.

**N. BID PRICES**

Bid prices will be held firm and remain open for acceptance for ninety (90) days from the time and date of the bid opening, except as expressly provided by law.

**O. BID SECURITY**

As **security**, the bid must be accompanied by a BID BOND, on the form required by DCSD for an amount not less than five percent (5%) of the bid if the bid is **\$100,000 or more** (including the base bid plus any possible combination of alternates that could result in an award of \$100,000 or more).

**P. PERFORMANCE AND PAYMENT BONDS**

Performance and Payment Bonds from a surety satisfactory to DCSD must be furnished by the bidder awarded the contract in an amount not less than 100 percent (100%) of the contract price if the contract price is **\$100,000 or more**.

**Q. PERMITS**

The successful contractor shall obtain all federal, state and local permits required for the Project, if any.

**R. RIGHTS OF WAY AND EASEMENTS**

All rights of way and easements anticipated for the Project, if any, have been obtained.

**S. BID CONTACT**

It is intended that this ITB be adequate for any vendor to respond the DeKalb County School District requirements. However should Bidders have questions, all questions should be submitted electronically via email to Mr. Joshua Williams, COO, at [dcsd-op-bidquestion@dekalbschoolsga.org](mailto:dcsd-op-bidquestion@dekalbschoolsga.org) or by fax at 678-676-1475.

The deadline for receipt of vendor questions is stated within the Solicitation Timeline Summary on page 1 of this ITB. Questions received after the deadline time will not be considered.

Questions received by the deadline time will be answered in writing and posted to the website <http://www.dekalb.k12.ga.us/solicitations> no later than the date and time listed for Final Addendum under the Solicitation Timeline Summary on page 1 of this ITB.

No response other than written, and issued on behalf of Mr. Williams, will be binding upon DCSD.

The assigned contact person for this bid is **Belinda Quillet CPPB, Procurement Specialist II**. Belinda Quillet can be reached at **(678) 676-1373** or by email at [belinda\\_quillet@dekalbschoolsga.org](mailto:belinda_quillet@dekalbschoolsga.org).

**T. COMMUNICATIONS WITH DCSD STAFF**

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to bidders, are strictly prohibited for contacting DeKalb County School District on any matter having to do in any respect with this bid, other than as provided herein. Any and all contacts with such persons associated with DeKalb County School District shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the bid documents, for the date of issuance of the Invitation to Bid until final DeKalb County Board of Education action of approval of contract award, the bidder submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Board of Education for DeKalb County School District. Any violation of this restriction may result in the rejection of the bid response.

**U. ADDENDA**

It is the vendor's responsibility to check the DCSD Current Solicitations website at <http://www.dekalb.k12.ga.us/solicitations> or [www.demandstar](http://www.demandstar.com) for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

**The Board of Education reserves the right to reject any and all bids and to waive technicalities and informalities.**

## II. DEFINITIONS

- A. Bidding Documents means the Advertisement for Bids, the Instructions to Bidders, the Bid Form, the form of Bid Bond, the form of Subcontractor Listing, the form of Corporate Certificate, the form of Partnership Certificate, the form of Entity Certificate, the form of Bidder's and Individuals' Affidavit of Noncollusion, the Form of Construction Contract (with exhibits), the form of Performance Bond, the form of Payment Bond, the Wage Rate Determination (if applicable), the Special Conditions, the Plans and Specifications, all other proposed contract documents, and any Addenda issued prior to Bid opening.
- B. Definitions contained in the proposed contract documents shall be applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect prior to Bid opening which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections or revisions.
- D. A Bid is a complete and properly executed bid to do the Work in accordance with the Contract for the sums stipulated in the Bid supported by data required by the Bidding Documents, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added, or from which Work may be deleted, for sums stated in the Alternates, if any.
- F. An Alternate Bid is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents ("Alternate"), is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for specified materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- H. A Bidder is a person or entity who submits a Bid.
- I. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- J. The Owner for whom the work will be executed is the DeKalb County Board of Education, 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083.
- K. The Owner has selected as Architect the Architect listed in the Advertisement for Bids, who has prepared plans and specifications and who will administer the Contract for construction. If the Owner's design professional for the Project is an engineer rather than an architect, then the term "Architect" as used throughout these Instructions to Bidders shall mean "Engineer".



### III. GENERAL CONDITIONS

#### A. AWARDS

Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. The bidder(s) who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product(s) or service(s) specified, will be recommended to the Board for approval. Award of bids will be made in the best interest of DCSD.

#### B. CONTRACT TERMS

Attachment K is DeKalb County School District's Standard Form of Fixed Price Construction Contract between the DeKalb County Board of Education and the General Contractor; (Narrow Scope Version 5.2014), which specifically outlines the contractual responsibilities. All responders should thoroughly review the documents prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to ITB. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the DeKalb County School District, responders should review any proposed revisions with an officer of the Firm having authority to execute the contract. No alterations can be made in the contract after award by the DeKalb County School District.

#### C. COMPLIANCE

Final inspection of all products/services for acceptance or rejection will be made by DCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by DCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

#### D. CANCELLATION

Awards, contracts, and extensions may be cancelled for convenience by DCSD at any time. In the event of termination of this contract by DCSD, the DCSD will be responsible only for those items and or services that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for list profits.

#### E. ASSIGNMENT OF AWARD

The successful Respondent may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

#### F. TAXES

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

#### G. NON-DISCRIMINATION

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

**H. DRUG-FREE WORKPLACE**

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs on school district property during the performance of the contract.

**I. SMOKE-FREE WORKPLACE**

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not use tobacco products on school property at any time during the performance of this contract.

**J. SUSPENSION AND DEBARMENT**

By submitting this bid, the bidder certifies that the bidding company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this bid, the bidder certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as bid submissions are evaluated and any transaction is entered into. If it is later determined that the prospective bidder has knowingly rendered an erroneous certification, the DeKalb County School District may pursue all available remedies, including but not limited to suspension and/or debarment.

The bidder shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The bidder agrees by submitting this form that, should the proposed transaction be entered into, the prospective bidder shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

**K. GEORGIA OPEN RECORDS ACT**

Without regard to any designation made by the person or entity making a submission, DeKalb County School District considers all information submitted in response to this invitation or request to be a public record that may be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., without consulting or contracting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

**L. VENDOR EMPLOYEES ON DCSD PROPERTY**

All Vendor employees, agents and subcontractors working on DCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Vendor shall provide and institute necessary security measures to prevent **unauthorized** access to any and all computer networks and Proprietary Information, trade secrets or Student Information of DCSD by any of its employees or agents, and Vendor shall be liable and responsible to DCSD for any and all security breaches by its employees or agents.

**M. AMENDMENTS IN WRITING**

No amendment of any term or condition contained in this contract, including the Bid and Vendor's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of DCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

**N. INDEMNIFICATION**

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, liens, costs and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of or in connection with the Contractor's performance of this Contract and the Work, to the extent caused by the Contractor, or anyone for whose acts the Contractor is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Contractor shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, this indemnification obligation shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or its subcontractors, sub-subcontractors, or suppliers under workers' compensation acts, disability benefit acts or other employee benefit acts.

**O. COMPLIANCE WITH LAWS**

This ITB and subsequent agreements are subject to the laws of the State of Georgia. All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

**P. BACKGROUND CHECKS**

DCSD requires vendor to perform background checks on any employee or sub-contractor who will be working on the DCSD property. A Comprehensive criminal history background check to include both Georgia Crime Information Center (GCIC) and National Crime Information Center (NCIC) is required on each applicant assigned to DCSD. Minimum findings that warrant exclusion include:

Any felony conviction

- Any drug conviction
- Any crime against children
- Any sex-related conviction

Background checks must be provided to the DCSD Public Safety Department upon request by the DCSD. Firm agrees to comply with any request from the DCSD to remove any firm employee from DCSD property. Firm agrees to cooperate with the DCSD to the fullest extent practicable in any investigation of any actual or alleged misconduct of any firm employee in connection with any activity arising out of this Agreement.

**Q. RESPONDENT PERFORMANCE**

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this ITB document and any negotiated contract(s). Failure of the Respondent to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the Respondent and his/her identified personnel to coordinate and deliver the services described in this ITB. The obligations of the contract shall not be delegated to subcontractors or assigned to any third party.

**R. COSTS INCURRED**

DCSD is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this ITB or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this ITB shall be the sole responsibility of the Respondent and shall not be reimbursed by DCSD.

**S. PERMITS AND APPLICABLE LAW**

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

**T. CONFIDENTIALITY AND NON-DISCLOSURE**

Information made available to Respondents by DCSD shall be used only for purposes related to responding to this ITB and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this ITB unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to student and human resource file contents.

**U. RIGHTS RESERVED**

DCSD reserves the right to accept or reject any and/or all parts of responsive bids received and/or to reject all bids submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

**V. CONDITIONAL PROPOSALS**

Bids that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

**W. RESPONDENT FAILURE**

In the event services to be furnished by the successful Respondent should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful Respondent to perform contracted services may also result in the removal of that Respondent from doing business with DCSD for a period of not less than one year.

**X. SPECIAL TERMS AND CONDITIONS**

Should these General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will prevail.



**The Offeror must observe the following deadlines when filing a protest:**

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award (“NOIA”), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award (“NOA”) is posted.

**If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.**

5. Stay of procurement during protest review. When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Design and Construction Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.** The Facilities Management Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:
  - If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
  - If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.
7. **Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

**(END OF ITB – SEE ATTACHMENTS AND APPENDICES)**

**ATTACHMENT A: GENERAL CONTRACTOR CHECKLIST AND CERTIFICATION**

The undersigned, hereby acknowledges having received **Invitation to Bid (ITB) No. 15-752-035 for Project No. 111-422; Hambrick Elementary School ADA and Capital Renewal** containing a full set of documents:

**Owner's Project Specific Information**

Appendix A	Owner's Preliminary Program Narrative (2 pages)
Appendix B	Special Conditions (5 pages)
Appendix C	Master Project Schedule (1 page)
Appendix D	DeKalb County School District 2014-2015 and 2015-2016 Calendar and Testing Schedule (3 pages)
Appendix E	Fixed Price Construction Contract (27 pages)
Appendix F	Subcontractor Affidavit of Noncollusion (1 page)
Appendix G	Performance Bond (3 pages)
Appendix H	Payment Bond (4 pages)
Appendix I	Affidavit for Payment (2 pages)

**IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.**

<b>Owner's Standard Forms:</b>		<b>Include with Bid</b>	<b>Check Box to Confirm Inclusion</b>
Attachment A	Contractor's ITB Checklist (2 pages)	YES	<input type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input type="checkbox"/>
Attachment F	Form of Consent to Release Information (1 page)	YES	<input type="checkbox"/>
Attachment G	Vendor References Form (1 page)	YES	<input type="checkbox"/>
Attachment H	Bid Bond (1 page)	YES	<input type="checkbox"/>
Attachment I	Bid Form Fixed Price Narrow Scope (5 pages)	YES	<input type="checkbox"/>
Attachment J	Bidder's Qualification Statement -- <b>ONLY required for Bidders not Prequalified as of December 1, 2012 and not listed at: <a href="http://www.dekalb.k12.ga.us/www/documents/solicitations/prequalified-vendors/general-contractor-recommendations.pdf">http://www.dekalb.k12.ga.us/www/documents/solicitations/prequalified-vendors/general-contractor-recommendations.pdf</a></b>	If applicable	<input type="checkbox"/>
Attachment K	Bid Delivery Label (1 page)	Affix to exterior of package	
Attachment L	No Submittal Response Form (1 page)	N/A	

(CONTINUED ON NEXT PAGE)



<b>Other Requirements:</b>	<b>Include with Bid</b>	<b>Check Box to Confirm Inclusion</b>
Sample Certificate of Insurance, per General Conditions Item #6.	YES	<input type="checkbox"/>
Copy of Business License, per General Conditions Item #7.	YES	<input type="checkbox"/>
Acknowledgement of ALL addenda (if any) below & on the Bid Form Fixed Price Narrow Scope	YES	<input type="checkbox"/>
Preliminary Schedule	YES	<input type="checkbox"/>
Electronic Version of bid documents	YES	<input type="checkbox"/>

Indicate **Addenda(s) Nos.** \_\_\_\_\_ received (**none unless indicated here**). The General Contractor is responsible for reading and understanding all sections of this ITB, and affirms that the General Contractor shall be bound by all of the terms and conditions contained in this ITB.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and General Contractor and its officers and employees have not entered into any agreement with any other General Contractor or prospective General Contractor or with any other person, firm or corporation relating to any prices or other terms named in this ITB or any other ITB, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this ITB.

Name of General Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Notary Public: \_\_\_\_\_ My commission expires: \_\_/\_\_/\_\_.

(SEAL)

**THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES.**

**ATTACHMENT B1: CORPORATE CERTIFICATE  
(Bids)**

---

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of \_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[typed name]*

Subscribed and sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

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

**ATTACHMENT B2: PARTNERSHIP CERTIFICATE  
(Bids)**

---

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who executed the above bid, and being first duly sworn, deposes and says that he or she is a general partner in the firm of \_\_\_\_\_ and that said firm consists of himself or herself and \_\_\_\_\_ and that he or she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

\_\_\_\_\_  
*[Affiant's Signature]*

\_\_\_\_\_  
*Partner*

\_\_\_\_\_  
*Partner*

\_\_\_\_\_  
*Partner*

\_\_\_\_\_  
*Partner*

Subscribed and sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public

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

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.

**ATTACHMENT B3: ENTITY CERTIFICATE  
(Bids)**

---

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Secretary of the entity named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor was then \_\_\_\_\_ of said entity; that said bid was duly signed for and in behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[typed name]*

Subscribed and sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

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

**ATTACHMENT C: SUBCONTRACTOR LISTING**  
 (Bids)

TO: DEKALB COUNTY BOARD OF EDUCATION  
 hereinafter called "Owner"

ITB No. 15-752-035  
 Project No. 111-422

Pursuant to bidding requirements for the Project known as Hambrick Elementary School ADA and Capital Renewal, the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER

*Use Additional Sheets If Necessary*

*Provide Signature Identical To That  
 Shown On The Bid Form*

BIDDER: \_\_\_\_\_  
*[typed proper name of Bidder]*

By: \_\_\_\_\_  
*[signature]*

\_\_\_\_\_ *[name and title]*

**ATTACHMENT D: BIDDER'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

COMES NOW, \_\_\_\_\_ ("Bidder"),  
*[name of Bidder]*

appearing by and through \_\_\_\_\_, it's \_\_\_\_\_  
*[insert name of individual with authority to bind Bidder]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Bidder) (the "Individual And Representative Affiant"), and \_\_\_\_\_  
*[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

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

2. If the Bidder is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding for or procuring the contract for the DeKalb County Board of Education Project No. 111-422 for Hambrick Elementary School ADA and Capital Renewal, (the "Project").

3. If the Bidder is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
*[insert name of Bidder]*

and \_\_\_\_\_  
*[insert name of Individual And Representative Affiant]*

By: \_\_\_\_\_, both individually and on behalf of Bidder as its  
*[signature]*

\_\_\_\_\_  
*[insert title]*

Individual Affiants' signatures and names:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public: \_\_\_\_\_ My commission expires: \_\_/\_\_/\_\_.  
(SEAL)

**ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), \_\_\_\_\_ am the (*Title*)  
\_\_\_\_\_ and I am the duly authorized  
representative of the firm of (*Firm Name*) \_\_\_\_\_  
\_\_\_\_\_ (the "Firm") for purposes of this  
Affidavit, whose address is (*Firm Address*) \_\_\_\_\_  
\_\_\_\_\_, and I possess the legal authority to make this Affidavit on  
behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]



4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, Proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

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

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Sworn to and described before me this \_\_\_\_\_ day of \_\_\_\_\_

Personally known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

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

Affix Notary Seal Here:

**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

The undersigned, having submitted a competitive sealed Bid to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such Bid), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
*[Printed name of person or entity consenting to release of information]*

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

## ATTACHMENT G: VENDOR REFERENCE FORM

**VENDOR REFERENCES FOR:** \_\_\_\_\_

*Insert Company Name*

References must be completed by ALL Vendors. It is the vendor's responsibility to provide COMPLETE and ACCURATE reference information on the form below; completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor's past work, which may affect DCSD's determination that the vendor is responsive and responsible. DCSD reserves the right to consider past experience with vendor.

1. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

2. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

3. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

## ATTACHMENT H: BID BOND

---

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,  
*[Insert proper name of Surety]*a corporation duly organized and existing under the laws of the State of \_\_\_\_\_,  
as surety ("Surety"), and \_\_\_\_\_  
*[Insert proper name and address of Bidder]*as principal ("Bidder"), enter into, execute this bond ("Bid Bond"), and firmly bind ourselves,  
our heirs, administrators, executors and successors, jointly and severally, in favor of the  
DeKalb County Board of Education, as obligee ("Owner"), in the penal sum of:  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
*[Insert penal sum, written in words and in numerals, which shall equal 5% of the Base Bid]*as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

WHEREAS, the Bidder has submitted a bid for construction of the DCSD Project No. 111-422 for Hambrick Elementary School ADA and Capital Renewal (ITB No. 15-752-035) Project in DeKalb County, Georgia; and

WHEREAS, the Owner has required the Bidder to furnish this Bid Bond containing the terms and conditions set forth herein as a condition to submission of the bid;

NOW THEREFORE, the Surety and the Bidder, for themselves, their heirs, administrators, executors and successors, both joint and severally, agree that if the Owner accepts the bid of the Bidder and within sixty (60) days of the bid opening delivers to the Bidder a Notice of Award, and the Bidder, within ten (10) calendar days after receipt of such Notice of Award, has not executed a contract with the Owner in accordance with the terms of such bid and furnished such bonds as are specified in the bidding documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, then the Surety and the Bidder shall pay to the Owner the full penal sum hereof as liquidated damages and not as a penalty.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

BIDDER

SURETY

\_\_\_\_\_  
*[SEAL]*  
*[Typed Name]*

\_\_\_\_\_  
*[SEAL]*  
*[Typed Name]*

BY: \_\_\_\_\_  
*[Signature]*

BY: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Printed Name, Title and Address]*

\_\_\_\_\_  
*[Printed Name, Title and Address]*

**ATTACHMENT I: BID FORM FIXED PRICE NARROW SCOPE**

---

DeKalb County Board of Education  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, Georgia 30084

In compliance with your Invitation to Bid and the Bidding Documents (defined herein), the undersigned Bidder,

\_\_\_\_\_  
*[Legal name of Bidder]*

\_\_\_\_\_

\_\_\_\_\_  
*[Address of Bidder]*

\_\_\_\_\_  
*[Telephone number of Bidder]*

having carefully examined the site and Bidding Documents, including the proposed contract documents and any Addenda thereto, for Project No. 111-422 for Hambrick Elementary School ADA and Capital Renewal (ITB No. 15-752-035), proposes and agrees, if this bid is accepted, to enter into a contract with the Owner in the exact form identified in the Invitation to Bid and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated, for the lump sum of:

\_\_\_\_\_ dollars  
*[written in words]*

(\$ \_\_\_\_\_), which sum shall constitute the Base Bid.

**Voluntary Deduct / Add to your Base Bid**

\_\_\_\_\_ dollars  
*[written in words]*

(\$ \_\_\_\_\_), shall be added/deducted (circle which one) from the Base Bid.

**Alternates to your Base Bid**

The undersigned Contractor further agrees that if any or all of the following Alternates as described in the ITB Documents are accepted, the following amounts shall be added to the Fixed Price.

- (1) **Alternate No. 1:** Renovate the 1998 Restrooms, 213.1 and 213.2.

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
*[written in words]*

(2) **Alternate No. 2:** Repair and restore existing terrazzo flooring in the corridors. See Section 096613 Portland Cement Terrazzo Flooring of the specifications.

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
*[written in words]*

(3) **Alternate No. 3:** Demolish existing asphalt walk, and provide new sidewalk. See Drawing C2.0 for extent of walkway replacement.

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
*[written in words]*

(4) **Alternate No. 4:** Demolish existing exterior windows.

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
*[written in words]*

(4) **Alternate No. 5:** Furnish and install new exterior windows and brick masonry above and below the windows as indicated on Drawings. See Section 042113.16 Adhered Brick Masonry and Section 084313 Aluminum-Framed Storefronts.

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
*[written in words]*

The undersigned Bidder further agrees to the following Unit Prices as provided for in the contract documents:

**None.**

**Addenda Acknowledgement**

The undersigned Bidder hereby acknowledges receipt of the following Addenda  
*[insert the number and date of each Addendum; if none, insert "None"]:*

\_\_\_\_\_  
\_\_\_\_\_

**Schedule**

The Bidder has attached their Preliminary Construction Schedule that incorporates any/all milestones provided by the Owner in the Invitation to Bid.

The Bidder's Substantial Completion Duration and Completion Date may be inserted into the Owner's form of Contract to establish the agreed upon Contract Time.

*We request the Bidder to propose an alternate/ accelerated schedule. If the Bidder develops such a plan, attach the written milestone schedule with construction durations and dates.*

### General Conditions

The undersigned Bidder agrees that if it is notified in writing by mail, telegraph, facsimile, e-mail, or hand-delivery of the acceptance of this Bid, via Notice of Award or otherwise, within sixty (60) days after the date of the Bid opening, the undersigned Bidder will execute, within ten (10) days of the date of the notice, a contract for the Work in accordance with the Bidding Documents in the exact form provided therein for the amount stated above, and at that time will furnish and deliver to the Owner a satisfactory Performance Bond and Payment Bond, if required, both on the exact forms provided in the Bidding Documents and each in an amount equal to one hundred percent (100%) of the Contract Price. The Bidder further agrees to furnish other documents or information as required by the Bidding Documents in accordance therewith.

Enclosed herewith, if required, is a fully executed Bid Bond in the exact form required by the Bidding Documents.

The undersigned Bidder agrees that once the Bidder receives their Notice to Proceed, pursuing and obtaining the required permits becomes the Bidder's responsibility. The Architect will assist in obtaining the required permits.

The undersigned Bidder agrees to commence actual physical work on the site with adequate forces and equipment within ten (10) calendar days of the date of the Notice to Proceed to be issued by the Owner, and to complete the Work within the time provided in this Bid.

The undersigned Bidder is duly organized and existing under the laws of the State of \_\_\_\_\_ as a:

- (1)    \_\_\_ Sole Proprietorship;
- (2)    \_\_\_ Partnership;
- (3)    \_\_\_ Corporation; or
- (4)    \_\_\_ Other legal entity (specify) \_\_\_\_\_.

The Bidder's Federal I.D. number, or Social Security number if the Bidder is an individual, is as follows: \_\_\_\_\_.

As used herein, the "Bidding Documents" are: this Bid Form; the Invitation to Bid; the form of contract identified in the Invitation to Bid; the Narrative Scope of Work, any plans or specifications, or both, identified in the Invitation to Bid; the Owner's forms of Bid Bond, Payment Bond and Performance Bond; the Subcontractor Listing; Corporate Certificate, Entity Certificate or Partnership Certificate (as applicable); Bidder's and Individual's Affidavit of Noncollusion; and Noncollusion Affidavit of Subcontractor.

**The following completed Bidding Documents are attached hereto or enclosed herewith (see Attachment A for complete list of requirements):**

- (1)    Original and two (2) duplicates of this Bid, appropriately marked;
- (2)    Bid Bond;
- (3)    Subcontractor Listing;
- (4)    Corporate Certificate, Entity Certificate or Partnership Certificate (as applicable);
- (5)    Noncollusion Affidavit of Prime Bidder
- (6)    Bidder's Qualification Statement (**ONLY for Bidders not Prequalified as of December 1, 2012 and not listed at:**

<http://www.dekalb.k12.ga.us/www/documents/solicitations/prequalified-vendors/general-contractor-recommendations.pdf>

(7) Preliminary Schedule

The Bidder understands that the Owner reserves the right to reject any or all Bids, and to waive technicalities and informalities.

The Bidder understands that the Bidder shall be responsible for obtaining all federal, state and local permits required for the Project.

The Bidder agrees that this Bid may not be revoked or withdrawn for a period of sixty (60) days after the date and time of Bid opening, but shall remain open for acceptance for a period of sixty (60) days following Bid opening.

By submission of this Bid, the Bidder certifies that this Bid has been derived independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. The Bidder hereby certifies that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same Work and is in all respects fair and without collusion or fraud. The Bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The Bidder agrees to abide by all conditions of the Bid.

The full names, titles and addresses of persons and firms interested in the foregoing Bid as principals are as follows:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

Respectfully submitted,

\_\_\_\_\_  
*[typed name of Bidder]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Bidder]*

( \_\_\_\_\_ )  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Came before me, \_\_\_\_\_, and after being  
*[typed name of individual signing Bid]*  
duly sworn, deposes and says that he/she is \_\_\_\_\_ of  
*[title]*  
\_\_\_\_\_ and that all of the foregoing is true and correct to the  
*[Bidder]*  
best of his/her information and belief.

\_\_\_\_\_  
*[signature of individual signing Bid]*

Subscribed and sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public

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



3. OWNERS, CORPORATE OFFICERS AND SUPERVISORY PERSONNEL. A list of all owners, corporate officers and supervisory persons of Bidder who will be involved in any way with the performance of the work (including home office personnel):

NAME	TITLE/DUTIES	NO. YRS. EXPERIENCE

4. RECENT WORK. A list of all work on which the Bidder has been engaged in the past three (3) years, both in Georgia and elsewhere, giving the name of projects undertaken, the type of work, the location, the contract amount and the name of the owner. In case of work done by subcontract, the prime contractor shall also be identified.

PROJECT DESCRIPTION AND ADDRESS	NAME OF OWNER (ADDRESS AND TELEPHONE)	ARCHITECT (ADDRESS AND TELEPHONE)	CONTRACT AMOUNT AND TYPE OF WORK

<b>PROJECT DESCRIPTION AND ADDRESS</b> <i>(cont'd)</i>	<b>NAME OF OWNER (ADDRESS AND TELEPHONE)</b> <i>(cont'd)</i>	<b>ARCHITECT (ADDRESS AND TELEPHONE)</b> <i>(cont'd)</i>	<b>CONTRACT AMOUNT AND TYPE OF WORK</b> <i>(cont'd)</i>

5. A list of any claims, requests for mediation, demands for arbitration, legal proceedings or other form of dispute resolution filed by or against Bidder on any project within the past five (5) years. This list shall also disclose any failure or failures to complete a contract, or contracts, and any penalties imposed by reason of any contract undertaken and determined to be in noncompliance with pertinent statutes within the past five (5) years. The Bidder shall explain in detail all such items.

6. A statement as to whether or not the Bidder or any of its owners, directors, officers or other supervisory personnel, has been convicted or entered a guilty plea (or nolo contendere) in a court of competent jurisdiction within the five (5) years prior to the date of the Bid.

7. Has the Bidder ever failed to complete, defaulted, or been declared to be in default, on any work? If so, identify the project by name, name, address & telephone number of owner and explain any relevant facts or circumstances.

8. List the most important projects recently completed, stating the contract price, the date completed, the name of the project and the name, address and telephone number of the owner.

9. List the Bidder's experience on projects of similar size and character to this Project. (Give name, address, contact person and telephone number, together with a short description of the project.)

10. List the background and experience of the principal members, owners, directors and officers of Bidder.

11. When and where was the Bidder organized?

12. How long has the Bidder been in business under its present name?

13. List the Bidder's current work on hand including for each project, (a) contract amount, (b) current percentage complete, (c) scheduled completion date, (d) current anticipated completion date, (e) description of project, (f) name, address and telephone number of owner contact, and (g) current status.

14. State the Bidder's total current bonding capacity, amount of total bonding capacity currently unused and the Bidder's per-job limit. If the Bidder's bonding capacity is shared with any other entity, describe and explain the arrangement.

15. Provide the Bidder's bank reference, including bank name, address, bank contact and telephone number. Also state the Bidder's line of credit and the portion currently in use.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the DeKalb County Board of Education and its agents, employees and representatives in verification of, and in connection with, the statements made in this Bidder's Qualification Statement.

\_\_\_\_\_  
[Signature]

I hereby swear or affirm that the information contained in this Bidder's Qualification Statement is complete, true and correct and is given for the purpose of inducing the DeKalb County Board of Education to rely upon it when considering the Bid of which it is an integral part.

\_\_\_\_\_  
[Name of Bidder]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name and Title]

Subscribed To And Sworn Before  
The Undersigned This  
\_\_\_ Day of \_\_\_\_\_, 2\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary  
My commission expires:  
\_\_\_/\_\_\_/\_\_\_

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**ATTACHMENT K: BID DELIVERY LABEL**

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DELIVER TO:

**DeKalb County Board of Education  
Attn: Joshua L. Williams, Chief Operations Officer  
1780 Montreal Road  
Tucker, Georgia 30084**

**SEALED BID – DO NOT OPEN**

*(affix to package)*

ITB No: **15-752-035**

ITB Title: **Hambrick Elementary School ADA and Capital Renewal**

Project No. **111-422**

Due Date/  
Time: **June 4, 2015, no later than 2:00 PM**

Submitted by:

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

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## **ATTACHMENT L: NO SUBMITTAL RESPONSE FORM**

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ITB Number: 15-752-035

DCSD Project No.: 111-422

Title: Hambrick Elementary School ADA and Capital Renewal

If your company will not be submitting a Bid in response to this Invitation to Bid, please complete this form and return or fax, prior to the ITB due date established within to:

**DeKalb County Board of Education (the "Board")**  
**Sam A. Moss Service Center - Procurement Services**  
**Attention: Belinda Quillet CPPB, Procurement Specialist II**  
**1780 Montreal Road**  
**Tucker, Georgia 30084-6705**  
**Fax (678) 676-1475**

This information will assist Procurement Services in the preparation of future ITBs.

Company Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please check reason for a "no submittal."

\_\_\_\_\_ Specifications 'too tight,' geared toward one brand or manufacturer (explain below)

\_\_\_\_\_ Insufficient time to respond

\_\_\_\_\_ Specifications unclear (explain below)

\_\_\_\_\_ We do not offer this service or an equivalent

\_\_\_\_\_ Our schedule does not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Unable to hold prices respondent throughout the term of the contract period

\_\_\_\_\_ Unable to meet insurance requirements

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

Explanation: \_\_\_\_\_

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If submitting this form, **only** this form needs to be returned.