

ADDENDUM 01



PROJECT: Mt. Zion High School Athletic Fields
Improvements
County Public Schools

ADDENDUM NO.: 02

PROJECT NUMBER: 022-01063-00

DATE OF ISSUE: 12.22.2023

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and shown on any accompanying drawings and will become a part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

PROPOSER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM IN THE SPACE PROVIDED ON THE BID PROPOSAL FORM; FAILURE TO DO SO MAY CONSTITUTE AN INFORMALITY IN THE PROPOSAL.

The following clarifications, amendments, additions, revisions, changes and/or modifications shall take precedence over the drawings and specifications for the above-named project only in the amount and to the extent hereinafter specified in this addendum. Where any item called for in the specifications or indicated on the drawings is not supplemented hereby, the original requirements shall remain in effect. Where any original item is amended, voided or superseded hereby, the provision of such item not specifically amended, voided or superseded shall remain in effect.

ITEM NO. 1: Reference the **PROJECT MANUAL**

A. The following Specifications have been revised and are hereby reissued and made part of the Proposal Documents. A copy of each is attached herewith to this Addendum:

1. 002113 – INSTRUCTIONS TO BIDDERS

B. The following Specifications are hereby issued and made part of the Proposal Documents. A copy of each is attached herewith to this Addendum:

2. APPENDIX D SLBE PROGRAM-REQUIRED DOCUMENTS

ITEM NO. 2: **QUESTIONS** from Bidders:

A. Correct the response to Question C in Addendum 01: Question: We do not see any of the required SLBE forms in the specifications for this project.
Response: ~~SLBE requirements are not included in this project.~~ All CCPS projects have the SLBE requirements. The front end documents are included in this addendum.

END OF ADDENDUM NO. 02

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 **DEFINITIONS**

1.1 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 Supplemental Conditions, if any, the Special Conditions, if any, the Plans and Specifications, all other proposed contract documents, and any Addenda issued prior to Bid opening.

1.2 Definitions contained in the proposed contract documents shall be applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Architect prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections or revisions.

1.4 A Bid is a complete and properly executed proposal 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.

1.5 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.

1.6 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.

1.7 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.

1.8 A Bidder is a prequalified person or entity who submits a Bid.

1.9 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.

1.10 The Owner for whom the work will be executed is the Clayton County Board of Education, 1058 Fifth Avenue, Jonesboro, Georgia 30236.

1.11 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.

ARTICLE 2
BIDDER'S REPRESENTATIONS AND WARRANTIES

2.1 Bidders shall carefully and thoroughly examine the Bidding Documents and the construction site. The Bidder, by submitting a Bid, represents and warrants that:

2.1.1 The Bidder has obtained a full and complete set of Bidding Documents from the Architect. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the bidding documents or contract documents for other portions of the Project, if any, being bid concurrently or presently under construction, to the extent that such documentation relates to the Work for which the Bid is submitted.

2.1.3 The Bidder has visited, examined and inspected the site of the Project, obtained first-hand knowledge of existing conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work to be done under the Contract, and become thoroughly familiar with all conditions under which the Work is to be performed and has correlated all the Bidder's personal observations and any other facts or conditions that are known to or reasonably knowable by the Bidder with the requirements of the Bidding Documents, including the proposed Contract Documents.

2.1.4 The Bid is based upon furnishing the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Bidding Documents.

2.2 If soil and subsurface investigations were conducted at the site, a copy of the report is included in the Bidding Documents. The report shall not constitute a part of the contract documents. Such information is provided for the purpose of disclosure only, and shall not relieve the Contractor from its obligation to investigate the soil and subsurface conditions. The accuracy or completeness of the data is not guaranteed by the Owner or the Architect, and neither the Owner nor the Architect shall be responsible therefor. The Contractor shall not rely on such subsurface information. Bidders shall make their own investigation of subsurface conditions. Neither the Owner nor the Architect will be responsible in any way for additional compensation because of the reliance on or assumptions based on the soil investigation data furnished with the Bidding Documents.

2.3 The Bidder shall notify the Owner of the date and time he proposes to examine the location of the Work. The Bidder shall confine his examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If the Owner's procurement of the proposed construction site (including easements) has not been completed, the Bidder shall obtain express written consent of the property owner before entering the site. The Bidder solely is responsible for any damages caused by his examination of the site. IF THE PROJECT INVOLVES AN EXISTING FACILITY, THE FACILITY WILL BE AVAILABLE FOR EXAMINATION BY APPOINTMENT.

2.4 The failure or omission of any Bidder to examine the site or any of the Bidding Documents shall in no way relieve any Bidder from any obligation in respect to the Bid or the performance of the Contract if awarded. The successful Bidder shall not be entitled to any additional compensation for conditions which could or should have been determined by examining the site and the Bidding Documents as described above.

2.5 If indicated in the Advertisement for Bids, there will be a mandatory pre-bid conference as provided therein, in which case Bidders are required to attend.

ARTICLE 3 **BIDDING DOCUMENTS**

3.1 Copies.

3.1.1 Bona fide prime Bidders may obtain complete sets of Bidding Documents from the issuing office designated in the Advertisement for Bids in the number and for the deposit stated therein.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders.

3.1.3 No partial sets of Bidding Documents will be issued. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect will be responsible for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

3.1.5 Applicants for Bidding Documents shall register with the Architect by providing in writing at the time of application for Bidding Documents the Project number and name, the Bidder's name, address, phone number and contact person and e-mail address.

3.2 Interpretation or Correction of Bidding Documents.

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect any errors, inconsistencies or ambiguities in the Bidding Documents.

3.2.2 If a Bidder or Sub-bidder is in doubt as to the meaning of any part of the Bidding Documents, or otherwise has questions or requires clarification or interpretation of the Bidding Documents, the Bidder shall request an interpretation from the Architect. Such request shall be made in writing to the Architect not later than seven (7) days prior to the date for opening Bids, and failure of the successful Bidder to request such interpretation shall not relieve him or her as a Contractor of the obligation to execute the Work in accordance with a later interpretation by the Architect, without additional charge to the Owner.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 Addenda.

3.3.1 Addenda, if any, will be transmitted electronically to all who are known by the Architect to have paid for and received a complete set of Bidding Documents at the address furnished in the application for Bidding Documents.

3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.3.3 No Addenda modifying plans and specifications shall be issued within a period of 72 hours prior to the advertised time for the opening of Bids, excluding Saturdays, Sundays, and legal state holidays, except for Addenda which include an extension of the time for opening of Bids by at least 72 hours, excluding Saturdays, Sundays, and legal state holidays, from the original date for opening of Bids. An addendum withdrawing the request for Bids may be issued at any time.

3.3.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, if any, and the Bidder shall acknowledge their receipt in the Bid. Failure of a Bidder to receive or acknowledge any Addendum shall not relieve the Bidder of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

3.4 Status of Permits, Rights Of Way And Easements.

3.4.1 Required Permits. See the Advertisement for Bids concerning whether all anticipated federal, state and local permits required for the Project have or have not been obtained, and, if not, when the Owner anticipates that such permits will be obtained.

3.4.2 Rights Of Way And Easements. See the Advertisement for Bids concerning whether all anticipated rights of way and easements required for the Project have or have not been obtained, and, if not, when the Owner anticipates that such rights of way and easements will be obtained.

3.5 Substitutions

3.5.1 *The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.*

3.5.2 *No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The*

Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.5.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.¹

ARTICLE 4 **BIDDING PROCEDURES**

4.1 Form and Style of Bids.

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents, in duplicate.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated on the Bid Form sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" as the Alternate Bid for that Alternate.

4.1.6 All requested unit cost items shall be bid.

4.1.7 The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.

4.1.8 The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. The Bid, and each copy, shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Bid shall state the Federal Tax I.D. number or Social Security Number of the Bidder. A Bid by a corporation or other entity shall further state the state where the entity is organized and have the corporate (or other entity as applicable) seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder. All signatures shall have the name and title of the signor typed below the signature.

4.1.9 Bidders shall submit an original and one (1) duplicate copy of the Bid. Label the original and duplicate Bids as "ORIGINAL" and "DUPLICATE," respectively, at the top of the first page.

4.2 Bid security.

4.2.1 Each Bid shall be accompanied by bid security in the form of a Bid Bond written on a form identical to the form included with the Bidding Documents. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current copy of its power of attorney. The Bid Bond shall be made payable to the Owner in the amount of five percent (5%) of the Base Bid. The surety must be satisfactory to the Owner and

must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office. No other form of bid security will be accepted.

4.2.2 The Owner shall have the right to retain the Bid Bond of all Bidders until either (a) the Contract has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) sixty (60) days after Bid opening, or (c) all Bids have been rejected.

4.3 Submission of Bids.

4.3.1 The original and all copies of the Bid, the Bid Bond, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Clayton County Board of Education at the address set forth in the Advertisement for Bids. The envelope shall be identified with the Project number and name, the Bidder's name and address, and the words "Bid-Do Not Open." If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope. ENVELOPE NOTATIONS WILL NOT BE CONSIDERED AS PART OF THE BID.

4.3.2 Bids shall be deposited at the designated location prior to the closing time and date for receipt of Bids indicated in the Advertisement for Bids, or any extension thereof made by Addendum. Bids received after the closing time and date for receipt of Bids shall be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, telegraphic, electronic, or facsimile Bids are invalid and will not receive consideration.

4.3.5 The Bidder must complete, execute and include with the Bid, the following on forms identical to the forms provided in the Bidding Documents:

- .1 Bid Form;
- .2 Bid Bond;
- .3 Subcontractor Listing;
- .4 Corporate Certificate, Partnership Certificate, or Entity Certificate (as applicable); and
- .5 SBLE Subcontractor/Supplier Utilization Plan.

4.4 Modification or Withdrawal of Bids.

4.4.1 Except as otherwise expressly provided by applicable law, no Bid may be withdrawn for a period of sixty (60) days following the closing time and date for receipt of Bids, and all Bids are subject to acceptance by the Owner during said period, and each Bidder so agrees by submitting a Bid.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids. Unless stated otherwise in the Advertisement for Bids, the properly identified timely Bids will be opened publicly and will be read aloud. All interested parties are invited to attend.

5.2 Rejection of Bids. Notwithstanding any other provision, the Owner shall have the right to reject any or all Bids, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Bid to be accompanied by a Bid Bond or by other data required by the Bidding Documents, any incompleteness or irregularity of any Bid received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the Bidder, failure to comply with the requirements of the Bidding Documents, or exceeding the funds available. Nothing shall limit or restrict the Owner's authority to reject any and all Bids.

5.3 Acceptance of Bid (Award).

5.3.1 It is the intent of the Owner to award a contract, at the sole option of the Owner, in due course and after a reasonable Bid evaluation period, on a lump sum basis and within the funds available, to the lowest responsive, responsible Bidder provided that the Bid otherwise fulfills the requirements of the Bidding Documents. The Owner shall have the right to waive technicalities and informalities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

5.3.2 Deductive alternates may be used to reduce the Base Bid; however, they shall be prioritized and exercised, if at all, in numerical sequence as listed in the Bidding Documents. Additive alternates shall not be used to determine the low bid. Low bid shall be determined on the Base Bid less any deductive alternates exercised. Additive alternates may be exercised in any priority order and will be considered only after the low bid has been determined.

5.3.3 Each Bidder shall be prepared to commence Work upon the date it receives the Notice to Proceed to be issued by the Owner, or such later date as may be set forth therein.

5.4 Protest Procedures. This Section describes the mandatory administrative procedure whereby bidders may challenge procurement decisions or awards. The Owner will process protests in a timely and consistent manner to assure that all bidders are accorded equal consideration for the award of contracts.

5.4.1 A protest of any events or facts arising during the solicitation process shall be filed within three (3) business days of the occurrence of the event or fact giving rise to the protest. Notwithstanding the foregoing, any protest of event or facts arising during the solicitation process must be filed before the deadline for bids. A protest of the award of any contract shall be filed within three (3) business days of the posting of the Notice of Award/Notice of Intent to Award. If a protest is not filed by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for a protest.

5.4.2 A protest is considered to be properly filed when it is in writing, signed by a company officer, and is received by the Purchasing Department. The protest should be marked "PROTEST" on the outside of the package and should be addressed to:

Clayton County School District
Attn: Purchasing Department
1058 Fifth Avenue
Jonesboro, Georgia 30236

5.4.3 At minimum, the written protest must include the following information:

- .1 name and address of protestor;
- .2 appropriate identification of the solicitation;
- .3 a statement of the reasons for the protest;
- .4 Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing timeline (in which case the protestor should identify when such materials are expected to be available); and
- .5 the desired remedy.

5.4.4 The Director of Purchasing shall review the protest and issue a written decision within five (5) business days. The decision of the Director of Purchasing shall be final.

5.4.5 If the protest pertains to events or facts arising during the solicitation process, the Director Purchasing may delay or extend the deadline for submissions, either while evaluating the protest or as a remedy. Other remedies include, but are not limited to, modifying the solicitation documents or issuing clarifications thereto, reinstating or disqualifying a bidder, or cancelling the solicitation.

5.4.6 If the protest pertains to the award (or intended award) of a contract, available remedies include, but are not limited to, re-evaluation and re-award, revision or cancellation of the Notice of Award/Notice of Intent to Award or cancellation and re-solicitation.

5.4.7 In no event shall any bidder be entitled to recover any costs incurred in connection with the solicitation or any protest thereof including, but not limited to, expenses of preparing a bid, the costs of filing, responding to, or otherwise participating in the protest process, or attorneys fees and expenses of litigation.

ARTICLE 6

QUALIFICATION OF CONTRACTORS

6.1 Contractor's Qualification.

6.1.1 Any person or entity that failed to become prequalified to submit a Bid on the Project shall not be permitted to submit a Bid on the Project and any purported Bid submitted by any person or entity that is not prequalified shall be returned unopened.

6.1.2 The Owner shall have the right to make such additional inquiry as it deems necessary to determine the ability of the Bidder to perform the Work in a prompt and efficient manner in accordance with the Contract Documents. The failure of a Bidder to promptly supply information in connection with the Owner's inquiry shall be grounds for a determination that such Bidder is not responsive, not responsible, or both.

6.1.3 In determining the qualifications and responsibility of the Bidder, the Owner may take into consideration any and all relevant facts and circumstances available to it including, but not limited to, the Bidder's experience, capacity, facilities, previous work standing, financial standing, skill, available supervisory personnel, available labor, quality and efficiency of construction plant and equipment proposed to be utilized on the Project, and any matter disclosed, or not disclosed as applicable, in connection with Bidder's Prequalification Statement and any change(s) with respect thereto.

6.1.4 The Owner shall have the right to reject the Bid of any Bidder failing to show to the complete satisfaction of the Owner the Bidder could perform the Work in a prompt and efficient manner in accordance with the Contract Documents.

ARTICLE 7

SUBCONTRACTORS AND SUPPLIERS

7.1 The Bidder will submit with its Bid a list of the names of persons or entities (including those persons or entities who are to furnish material or equipment fabricated to a special design) proposed for the principal portions of the Work, and names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work, on the Subcontractor Listing form included with the Bidding Documents. There shall be only one person or entity named for each portion of the Work list.

7.2 The Bidder shall be responsible for establishing to the satisfaction of the Architect and the Owner the reliability and responsibility of the persons or entities listed. The Bidder may be required by the Owner to provide additional information regarding the persons or entities listed.

7.3 Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder shall submit the name of an acceptable substitute with no change in the Bid price. The failure of the Bidder to promptly comply with this requirement may be grounds for rejection of the Bid.

7.3.1 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

7.4 Contractor shall finalize subcontractor list and submit to the Owner through the Architect no later than 10 days from the Contract Date. The Bidder shall make no other substitutions for any listed person or entity without first notifying the Owner in writing of the intended substitution and the specific reason for the substitution. Persons and entities proposed by the Bidder and included in Bidder's SLBE Subcontractor/Supplier Utilization Plan and to whom the Owner and Architect have made no reasonable objection shall be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and

Architect. Substitutions will not be allowed if the Owner or Architect have reasonable objection to the substitution.

7.5 Nothing contained in the Bidding Documents shall be deemed to create a contractual relationship between the Owner and any subcontractor or supplier.

ARTICLE 8 **UNIT PRICES**

8.1 The Bidder shall submit with the Bid the Unit Prices, if any, designated on the Bid Form included with the Bidding Documents.

8.2 Where applicable, Unit Prices shall be used for the pricing of changes in the quantity of Work, if any, authorized in writing in accordance with the Contract.

8.3 The Unit Prices shall include all necessary supervision, labor, materials, equipment, appliances, supplies, plus overhead and profit and any other costs and compensation for such item.

8.4 Only one Unit Price shall be quoted for each designated item of Work. The Unit Price shall be used to calculate price adjustments based on deductive as well as additive changes.

8.5 Where applicable, Unit Prices shall apply to all phases of the Work, whether the Work be performed by the Bidder or by the Bidder's subcontractor.

8.6 Unit Prices are subject to equitable adjustment as expressly set forth in the Contract.

ARTICLE 9 **PERFORMANCE BOND, PAYMENT BOND AND INSURANCE**

9.1 Bond Requirements.

9.1.1 The successful Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder, both in the amount of one hundred percent (100%) of the Contract Price. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office.

9.1.2 The cost of furnishing such bonds shall be paid by the Bidder, and said cost shall be included in the Bid.

9.2 Time of Delivery and Form of Bonds.

9.2.1 The successful Bidder shall deliver the required Performance Bond and Payment Bond to the Owner simultaneously with the execution of the Contract.

9.2.2 Both the Performance Bond and Payment Bond shall be written in the exact

form required by the Owner. Sample forms are provided in the Bidding Documents. A successful Bidder having co-sureties, rather than a single surety, shall request the Owner's alternate forms for the applicable number of co-sureties. Both bonds shall be written in the amount of one hundred percent (100%) of the Contract Price.

9.2.3 The bonds shall be dated the same date the successful Bidder signs the Contract.

9.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to each bond an original certified and current copy of its power of attorney.

9.3 Insurance. The successful Bidder shall comply with any insurance requirements set forth in the Contract and shall deliver satisfactory proof of insurance not later than simultaneously with the execution of the Contract.

ARTICLE 10

AWARD OF CONTRACT AND FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

10.1 The award of contract is contingent upon (a) securing an acceptable Bid that is within the amount of budgeted funds, and (b) determining that the award of contract will be in the best interests of the Owner.

10.2 The Contract between the Owner and the Contractor shall be identical in form with the form provided in the Bidding Documents. The successful Bidder shall assist and cooperate with the Owner in preparing the Contract, and upon its presentation by the Owner, shall execute same in the number required by the Owner.

10.3 Upon delivery of the Contract executed by the Contractor, the Contractor shall deliver to the Owner the Performance Bond and Payment Bond. All required forms, bonds, policies or certificates of insurance and other documents must be submitted and approved by the Owner before the Notice to Proceed may be issued.

ARTICLE 11

MINIMUM WAGE RATES

11.1 If federal funds are used on this Project, a wage rate determination will be included in the Bidding Documents. On covered contracts, the contractor and subcontractors shall pay all laborers employed on the site not less than the minimum hourly wage rates set forth in the wage rate determination. The designated wage rates represent minimum allowable rates of pay and shall not be construed to mean that higher rates may not have to be paid in order to secure labor. Thus, differences between designated wage rates and actual wage rates shall not be an appropriate basis for later adjustment of the Contract Price.

11.1.1 No federal funds are to be used on this project.

ARTICLE 12
AUTHORITY CERTIFICATE

12.1 A Corporate Certificate is included with the Bidding Documents. If the Bidder is a corporation, the Bidder shall complete and sign the Corporate Certificate and submit same with its Bid.

12.2 A Partnership Certificate is included with the Bidding Documents. If the Bidder is a partnership, the Bidder shall complete and sign the Partnership Certificate and submit same with its Bid.

12.3 An Entity Certificate is included with the Bidding Documents. If the Bidder is a legal entity other than a corporation or a partnership, the Bidder shall complete and sign the Entity Certificate and submit same with its Bid.

ARTICLE 13
AFFIDAVIT

13.1 A form of Bidder's and Individuals' Affidavit of Noncollusion is included with the Bidding Documents. Not later than simultaneously with the execution of the Contract, the successful Bidder shall deliver to the Owner the completed and executed Affidavit in accordance with O.C.G.A. § 36-91-21(e). If the successful Bidder is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall execute the Affidavit. If the successful Bidder is a corporation or other entity, 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 shall execute the Affidavit.

END OF SECTION 00 2113

APPENDIX D
SLBE PROGRAM-REQUIRED DOCUMENTS



CLAYTON COUNTY PUBLIC SCHOOLS
INCLUSIVITY IN PURCHASING

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

It is the policy of Clayton County Public Schools (CCPS) to promote full and open opportunity for all persons and businesses to participate in CCPS procurement. To help accomplish this goal, the Clayton County Board of Education has enacted an Inclusivity in Purchasing Policy. A race, ethnicity and gender neutral Small Local Business Enterprise (SLBE) Program has been developed to promote the growth and development of local small businesses, strengthen the local CCPS economy, contribute to the local tax base and expand employment opportunities for local residents. The SLBE program is designed to ensure that those seeking to participate in solicitations valued at \$50,000 or greater are not precluded or discriminated against based on race, color, religion, national origin, disability, ethnicity, sex or gender. For all qualified solicitations, the program also requires that SLBE Contracting Goals be met, or Good Faith Efforts (GFE) to meet the goals be demonstrated.

SLBE Contracting Goals	
Construction and Construction Management Services	30%
Professional Services	20%
Goods or Services	20%

The SLBE program identifies for-profit Small Local Business Enterprises located and operating within the geographical boundaries of Clayton County, Georgia and for-profit Small Locally Based Businesses located and operating outside of the geographical boundaries of Clayton County, Georgia but within the surrounding Atlanta Metropolitan Statistical Area (MSA) that includes the following counties: Barrow, Bartow, Carroll, Cherokee, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding, and Walton. To be located means to have a physical presence within the geographical boundaries of Clayton County or the MSA such as an office, warehouse or other business facility, but specifically excluding the existence of a post office box without any other presence, for at least one (1) year prior to the date of the submission of a bid or proposal. To operate means to be the holder of a current business license issued by the local government within Clayton County or the MSA for at least one (1) year prior to submission of a bid or proposal.

Since this is a new program and CCPS is currently establishing a database of certified SLBEs, bidders/proponents may utilize any SLBE(s) certified by one of the official certifying agencies in Clayton County or from one of the listed counties within the MSA to meet SLBE Contracting Goals. SBEs qualified by the SBA with a current business license from Clayton County or one of the listed counties within the MSA may also be utilized. Proof of certification and current

APPENDIX D
SLBE PROGRAM-REQUIRED DOCUMENTS

business license must be submitted with Bidder's/Proposer's response to any qualified solicitation.

Certified SLBEs located and operating within Clayton County, Georgia that contribute to the local tax base are granted a preference on bids and proposals submitted in response to qualified solicitations.

Preference for SLBEs located and operating within Clayton County (SLBE-CLAYTON)	
Request for Proposals (RFP)	5 Points in Initial Evaluation
Invitations for Bids(IFB)	5 Percentage Points (5%)

For qualified sealed bids, if the otherwise responsive and responsible lowest bidder that utilizes SLBE-CLAYTON subcontractors/suppliers submits a bid that meets the required SLBE participation percentage goal and is within five percent (5%) of the of the overall lowest bid that documented good faith efforts but failed obtain the required SLBE participation percentage goal, the lowest bidder meeting the required SLBE participation goal shall be provided with the opportunity to match the lower bid within the timeframe provided by CCPS.

Opportunity for Bidders Utilizing SLBE-CLAYTON Subcontractors/Suppliers to Match Low Bid
Must be otherwise responsive and responsible
Must submit the lowest bid utilizing SLBE-CLAYTON subcontractors/suppliers to meet the SLBE Participation Percentage Goal
Must be within 5% of overall lowest bid not meeting SLBE Participation Goal
Must match overall lowest bid in timeframe prescribed by CCPS

The bid preference/bid-match provisions do not apply to solicitations or bids where applicable procurement laws prohibit or restrict these types of preferences, including construction projects covered by the Georgia Local Government Public Works Construction Law.

Without exception all bidders/proponents, including those that are SLBEs, must comply with all SLBE program requirements. Each bidder/proponent, including SLBE bidders/proponents, must submit documentation showing that the required SLBE contracting percentage goal will be performed by a certified SLBE. Please find attached hereto the mandatory forms and requirements for this particular solicitation. The mandatory documents include:

1. SLBE Subcontractor/Supplier Utilization Plan;
2. Letter of Intent describing the work, material, equipment and/or services to be provided by each SLBE and the agreed percentage of participation; and
3. Subcontractor/Supplier Contact List and Documentation of Good Faith Efforts (GFE).

Bidders/Proponents failing to meet the SLBE contracting goal must document contacts and demonstrate GFE on the prescribed form. GFE may include, but are not limited to, the following:

- a) Identifying scope(s) of work which may be available for the inclusion of SLBEs or making efforts to divide work into subcontracting areas wherein SLBEs are likely to be successful;

APPENDIX D
SLBE PROGRAM-REQUIRED DOCUMENTS

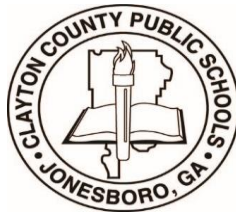
- b) Assisting potential SLBEs with bonding, insurance or other contracting requirements;
- c) Attending pre-solicitation meetings to meet potential SLBEs;
- d) Reviewing SLBE registry and contacting those that can perform a Commercially Useful Function on a specific project;
- e) Advertisement in a trade publication or journal to target SLBEs for a specific project.
- f) Hosting a virtual or in-person event to solicit SLBEs; and
- g) Outreach to advocacy groups/trade associations where SLBEs might be members.

Failure to achieve SLBE contracting goals or demonstrate GFE shall result in a bid or proposal being deemed non-responsive. Protests of a non-responsive determination must be made in accordance with the protest provisions provided in the solicitation.

Following contract award, Prime Contractors are required to report SLBE usage with each request for payment but not less than once each month in the form and method to be prescribed by CCPS. To remain compliant, all Prime Contractors must submit proof of payment to all SLBE sub-contractors within seven (7) days of receipt of payment from CCPS. SLBE sub-contractors must submit proof of receipt of payment to CCPS within seven (7) days of receipt of payment from each Prime Contractor in the form and method to be prescribed by CCPS. False statements or representations, or the failure to provide required reporting and documentation shall constitute a material breach of contract entitling CCPS to pursue remedies for default, including termination of contract and debarment from future awards.

SLBE participation shall be counted by calculating the value of the commercially useful function provided. Suppliers shall receive full SLBE participation credit if they regularly manufacture or warehouse materials, supplies or equipment supplied for use; otherwise the maximum amount of participation credited shall be sixty percent (60%).

SLBEs bidders/proponents may meet up to fifty percent (50%) of the SLBE goal when it self-performs at least fifty percent (50%) of the scope of work.



LETTER OF INTENT TO PERFORM AS SUBCONTRACTOR/SUPPLIER PROVIDING MATERIALS OR SERVICES

(A Letter of Intent Must Be Submitted For Each Subcontractor/Supplier)
 Proof of Certification and current Business License must be attached.

Solicitation Name: _____

Solicitation Number: _____

Bidder/Proponent: Name: _____

Subcontractor/Supplier: Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: Name: _____ Phone: _____

Email: _____

Subcontractor/Supplier is performing as: SLBE-Clayton SLBE-MSA Non -SLBE

Joint Venture Team Member

NIGP Code for Work Performed	Description of Work to be Performed	Dollar(s) Value of Work	Percentage (%) of Total Bid Amount
TOTAL SLBE Credit Claimed for this Subcontractor/Supplier		\$	%

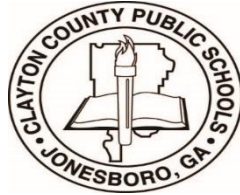
AFFIRMATION:

The above-named Subcontractor/Supplier firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
 (Print Name) (Title)

 (Signature) (Date)

*** In the event the bidder/proponent does not receive award of the prime contract, all representations in this Letter of Intent and Affirmation shall be invalidated.**



SLBE Subcontractor/Supplier Contact Form

1. List *all subcontractors or suppliers* (SLBEs and Non-SLBEs) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	Ethnicity & Gender of Majority Owner(s)	NIGP Codes	Type of Work Being Solicited	SLBE (Yes or No)	Results of Contact

ETHNICITY AND GENDER LEGEND: AA - African American, HA – Hispanic, AP – Asian Pacific, NA – Native American
CA-Caucasian American M – Man, W – Woman

2. Were Any Of The Following Good Faith Efforts Taken?

	Yes	No	Good Faith Effort	Details of Activities
1.			Identifying scope(s) of work which may be available for the inclusion of SLBEs or making efforts to divide work into subcontracting areas wherein SLBEs are likely to be successful.	
2.			Assisting potential SLBEs with bonding, insurance or other contracting requirements.	
3.			Attending pre-solicitation meetings to meet potential SLBEs.	
4.			Reviewing SLBE registry and contacting those that can perform a Commercially Useful Function on a specific project.	
5.			Advertisement in a trade publication or journal to target SLBEs for a specific project.	
6.			Hosting a virtual or in-person event to solicit SLBEs.	
7.			Describe in detail any other Good Faith Efforts taken. Attach any supporting documentation. Use additional sheets if necessary.	

Bidder/Proponent Name:

Solicitation Name:

Solicitation Number:



SLBE SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Directions to Bidder/Proponent: Please complete this form in its entirety and submit with bid/proposal documents. Attach a copy of each SLBE'S proof of certification and current business license. A signed Letter of Intent from each SLBE listed must be completed and attached.

Bidder/Proponent:

Solicitation: Name:

Solicitation Number:

1. My firm, as the prime bidder/proponent on this unit of work, is a certified (check all that apply):
SLBE-CLAYTON SLBE-MSA
2. If you are a certified SLBE-CLAYTON or SLBE-MSA, please indicate the percentage of work that your firm will carry out directly:
3. If the prime bidder/proposer is a joint venture, please describe the nature of the joint venture and the work and percentage of participation to be provided by the SLBE-CLAYTON or SLBE-MSA.
4. List the SLBE-CLAYTON or SLBE-MSA subcontractors and/or firms (including suppliers) to be utilized on this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of CCPS.

4a) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification:

SLBE-CLAYTON

SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

Minority Owned Business Enterprise (MBE)

African American

Woman Owned Business Enterprise (WBE)

Caucasian American

Disadvantaged Business Enterprise (DBE)

Hispanic American

Veteran or Service Disabled Veteran Owned

Asian Pacific

Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4b) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification status and attach proof of certification:

SLBE-CLAYTON

SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

Minority Owned Business Enterprise (MBE)

African American

Woman Owned Business Enterprise (WBE)

Caucasian American

Disadvantaged Business Enterprise(DBE)

Hispanic American

Veteran or Service Disable Veteran Owned

Asian Pacific

Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4c) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification status and attach proof of certification:

SLBE-CLAYTON

SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

Minority Owned Business Enterprise (MBE)

African American

Woman Owned Business Enterprise (WBE)

Caucasian American

Disadvantaged Business Enterprise(DBE)

Hispanic American

Veteran or Service Disable Veteran Owned

Asian Pacific

Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4d) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification:

SLBE-CLAYTON

SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

Minority Owned Business Enterprise (MBE)

African American

Woman Owned Business Enterprise (WBE)

Caucasian American

Disadvantaged Business Enterprise(DBE)

Hispanic American

Veteran or Service Disable Veteran Owned

Asian Pacific

Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4e) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification:

SLBE-CLAYTON

SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

Minority Owned Business Enterprise (MBE)

African American

Woman Owned Business Enterprise (WBE)

Caucasian American

Disadvantaged Business Enterprise(DBE)

Hispanic American

Veteran or Service Disable Veteran Owned

Asian Pacific

Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed: