

REQUEST FOR QUOTATION M#19421 Ceiling Joists Framing Repairs & Modifications	Savannah-Chatham Board of Education 208 Bull Street – Room 213 Savannah, GA 31401
VENDOR: ATTN: PHONE # FAX #	RETURN VIA EMAIL TO: Teresa Jayne Phillips, Purchasing Agent Savannah-Chatham Co. Board of Education (912) 395-1097 (PHONE) Teresa.Phillips@sccpss.com
ORDER PLACED BY: Teresa Jayne Phillips	DELIVERY ON OR BEFORE:
TERMS: 2% 10, NET 30 days	RESPOND BY: Tuesday, August 21, 2018 @ 10:00am
The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting Quotes for Ceiling Joists Framing Repairs & Modifications as specified in the Three (3) drawings. The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.	
DESCRIPTION	COST
Contractor to provide all labor and materials necessary to install all framing supports and bracing for existing roof and ceiling joists as shown on drawings S1, S2 and S3.	\$

* **MINORITY FIRM (Y/N)** _____ **ESTIMATED DELIVERY TIME** _____

COMMENTS: PLEASE ADVISE PRICING & AVAILABILITY AS SOON AS POSSIBLE. THANKS FOR YOUR QUICK RESPONSE. **QUOTE F.O.B. DELIVERED PRICES.** PRICES MUST STAND ALONE. STATE OF GEORGIA- SALES AND USE TAX EXEMPT

A Mandatory Pre-Bid Conference will be conducted at 10:00 A.M., on Tuesday, August 8, 2018, on site at 208 Bull Street, Rm. 303, Savannah, GA 31401. An accompanied site visitation will follow.

IMPORTANT NOTE: Access to area of work (Attic) is through a small opening in the ceiling via a ladder (see picture of access area/ladder that is attached).

Bids will not be accepted from any firm that is not represented at the Mandatory Pre-Bid Conference. Questions arising from the Mandatory Pre-Bid are due by August 10, 2018 at 2:00 P.M. If questions are received, an Addendum will be posted NO LATER THAN 72 hours before the closing date of August 21, 2018 at 10:00 A.M.

1. DELIVERY AND INSTALL

All deliveries made to District sites shall require inside delivery. Bid pricing must include any and all delivery and/or installation charges. Delivery and/or installation requirements must be priced as stated on the Request for Quotation form. Delivery must be during normal school/working hours. District staff will not participate in the removal of merchandise from any truck or transport vehicle.

If the services have not been completed by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid services and/or any other pending purchase orders to the same vendor . If delivery of goods or services is not complete within the time specified, the District may, without liability and in addition to any other rights or remedies, terminate the agreement by notice, effective when received, as to goods not yet delivered or rendered. The District may purchase substitute goods or services and charge vendor for any additional expense incurred.

2. TERMS OF PAYMENT & INVOICING

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

1. Purchase Order Number
2. Project Name – **Ceiling Joists Framing Repairs & Modifications**
3. Site Description – **SCCPSS/Board of Education Office – 208 Bull St., Savannah, GA 31401**
4. Description of Work
5. **Quote #M19421**

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

3. DAMAGES

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

4. WORKSITE DEBRIS REMOVAL

The Contractor shall keep the premises clean and free from the accumulation of waste materials and rubbish. This shall be done on a daily basis. At the completion of the work, Contractor will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

5. PROTECTION AND STORAGE OF MATERIALS

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

6. MINIMUM BIDDER QUALIFICATIONS

- A. The bidder shall be established in the business of providing the requested commodity.
- B. The bidder shall have been in business for a minimum of five (5) years.
- C. The bidder will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the bidder has provided commodities to in the past five (5) years that are similar to or the same as that requested herein. References shall include a brief description of the commodity provided, name of a viable contact person, email address for the current contract representative, and a fax number.
- D. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

7. MINIMUM CONTRACTOR QUALIFICATIONS

- A. The Contractor must be bonded, registered and licensed within the State of Georgia.
- B. Contractor's service technicians who will have the responsibility of providing the services requested must have a minimum of three (3) years verifiable experience with the types of equipment, manufacturers, and services described herein. Bidders shall enclose with this bid submittal, a list of the technicians that will be assigned to project and a brief description of their experience on projects of similar size and scope.

- C. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein. References shall include a brief description of the services provided and the size of the project, name of a current contract representative, and fax number.
- D. The Contractor must be qualified and familiar with the types of products and services specified and must have demonstrated a past history of responsiveness, technical expertise and professionalism.
- E. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.
- F. The Contractor must demonstrate its ability to meet all Bonding and Insurance requirements (as applicable) and all Warranty Requirements.
- G. The Contractor must demonstrate its financial stability by providing to the District (upon written request only) with a copy of their most recent Audited Financial Statement.
- H. The Contractor must comply with all licensing, insurance, and registration requirements.
- I. The contractor shall have been in business for a minimum of five (5) years.

8. SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

9. CONTRACTOR PERSONNEL

Contractor's staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on District property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

- A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.
- B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.
- C. The use of tobacco or tobacco products on Board property is prohibited by State law.
- D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.
- E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
- F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.
- G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.
- H. By submission of a bid, the Contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor's employees during the performance

of the contract. The Contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such bidder

Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor's agreement with the Contractor for the District's contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor's agreement with the Board shall be terminated.

10. SUBCONTRACTING

The Contractor shall not subcontract any part of the work to be covered by this contract without the District's prior written approval. All approved Subcontractors, Sub-subcontractors and their personnel assigned to this contract shall be listed as such on the Subcontractor Affidavit and/ Sub-subcontractor Affidavit forms.

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

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors City/County Business License must be attached.
- Documentation of each sub and sub-subcontractor's manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

11. OCCUPATIONAL SAFETY AND HEALTH ACTS

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

12. FISCAL FUNDING

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

13. INDEMNIFICATION

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

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

This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

Suits or Claims for Infringement. The Contractor shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

14. INSURANCE REQUIREMENTS

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

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

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

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

15. E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

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

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

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

16. LITIGATION HISTORY

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

17. COMPLIANCE WITH LAWS

Contractor will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

18. CONTROLLING LAW AND VENUE

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

19. OBLIGATION OF CONTRACTOR

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

20. SCHEDULING OF WORK

All work will be scheduled with the District's Contract Representative, **Kevin Ralston**, or their designee. All work will be performed during normal business hours. Contractor will be required to sign in at the front desk during normal/school hours.

21. OWNER'S RIGHT TO PROSECUTE THE WORK

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

22. EFFECT OF LATER DETERMINATION

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 23 above and without any other damages or relief.

23. OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE

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

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

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

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

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

24. OWNER'S RIGHT TO TERMINATE FOR CAUSE/DEFAULT (CONSTRUCTION)

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

In submitting this Quote, I agree to the following:

1. To hold my Quote valid for a period of one hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To accomplish the work in accordance with the contract documents and specifications.

COMPLETION: (**# OF DAYS**) _____ /ARO _____

Signature of individual submitting Quote: _____

Name of individual submitting Quote: _____

Title: _____

Firm submitting Quote: _____

Address: _____

City: _____

State and Zip Code: _____

Telephone#: _____

FAX#: _____

Email Address: _____