



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

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Cleaning Kitchen Hood and Ventilation System**. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to **09/09/2010 03:00:00 PM** at which time they will be publicly opened and examined. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development Information (LMWBE) document found in this packet marked "No Bid". All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Wednesday, 08/25/2010 at 02:30:00 PM in 208 Bull Street, Room 213, Savannah GA 31401.

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director

INVITATION TO BID #11-03

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for **Cleaning Kitchen Hood and Ventilation System** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. Pricing

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

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

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

B. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

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

All invoices should be mailed to:

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

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

C. General Specifications/Scope of Work

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

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

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

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

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

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

D. Discontinuation of Equipment

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

E. Submittal of Objections

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

F. ITB Interpretations/Addenda

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

Savannah-Chatham Board of Public Education

Attn.: Joanna Banner
Lead Buyer
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will be mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, 08/27/2010 02:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the **close of business on 08/30/2010**.

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

G. Failure to Bid

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

H. Errors in Bids

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

I. Standards of Acceptance of Bid Proposal for Contract Award

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

J. Compliance With Laws

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

K. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the

Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

L. Cancellation/Default of Contract

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

M. Certification of Independent Price Determination

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

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

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

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

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

O. "Responsive" Bidder Criteria

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

P. Qualification of Bidder

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

Q. Bid Clarification

The Board reserves the right to request clarification of information submitted and to request additional

information from any and all bidders.

R. Compliance with Specification/Terms and Conditions

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

S. Award of Contract

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

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

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

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

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

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

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

T. Vendor Performance

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

U. Signed Bid Considered Offer

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

II. Bid Submittal Instructions

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

A. Completion of Certification Form and LMWBE Program Information Form

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

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

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

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

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

B. Completion of Bid Submittal Form

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

C. Bid Preparation and Submittal

All bids shall be:

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

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

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

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

* Bids submitted by facsimile transmission will not be accepted.

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

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

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

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

III. Special Terms and Conditions

The bidder agrees that the Board shall have the right to place purchase orders referencing 11-03 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

A. Pricing

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

OR

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

B. Performance Bonds

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

C. Samples/Demonstrations

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

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

D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 0 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

**CERTIFICATION FORM
BOARD OF PUBLIC EDUCATION**

FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM

ITB # 11-03

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

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

This _____ day of _____, 20 _____. By _____
Name (printed)

Title Signature

Company

Address (Street, City, State , Zip)

Phone No. Fax No.

Federal Taxpayer I.D. No. e-Verify No.

Contact Person for This Bid Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

Acknowledge Receipt of Addendum(s) # _____ # _____ # _____



Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: _____ Bid # _____

Please check ownership status as applicable:

___ Local ___ Woman

___ African American ___ Hispanic

___ Majority ___ Non-Local

Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___ DAY OF _____, 201____

_____ Notary Public; My Commission Expires: _____

HOW DID YOU HEAR ABOUT THIS ITB?

(This information is for statistical use only.)

___ City of Savannah, Department of Economic Development ___ The Herald Legal Ad

___ Received Request for Qualifications by Mail ___ Savannah News Press Legal Ad

___ The Savannah Tribune Legal Ad ___ Visiting the Purchasing Office

___ Other _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

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

Signature

State of _____

County of _____

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

BID SUBMITTAL FORM

ITB #11-03

KITCHEN VENT/ HOOD CLEANING

ITEM	ESTIMATED QUANTITY	UNIT PRICE	# PER YEAR	EXTENDED PRICE
SINGLE HOOD	42			
DOUBLE HOOD	13			
			TOTAL	

ITEM	DESCRIPTION	STEAM CLEAN COST PER SQUARE FOOT	PRESSURE CLEANING COST PER SQUARE FOOT
1	FLOORS		
2	WALLS		
3	CEILING		

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of ninety (90) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To accomplish the work in accordance with the contract documents and specifications
4. To complete the work by the time as listed in the specification section of this document.
5. I will clean the Floors, Walls, Hoods & Ventilation Systems as outlined in the specification documents.

Firm submitting bid:

Title of individual submitting bid:

Name of individual submitting bid:

Address:

City:_State:_Zip:

Telephone Number: Fax:

Email Address: _____

ATTACHMENT "A"

SPECIFICATIONS

ITB #11-03

Cleaning Kitchen Hood and Ventilation System

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

GENERAL INTENT:

The intent of these specifications is to solicit pricing and set forth specifications for the cleaning of School Kitchen Hood and Ventilation Systems. To establish guidelines for the cleaning of hoods, grease removal devices, fans, ducts, and exhausting grease laden vapors. All cleaning shall comply with the Life Safety NFPA 101 Codes.

PRE-BID CONFERENCE:

All bidders are strongly encouraged to attend the pre-bid conference to be held at 2:30 PM. on August 25, 2010 at 208 Bull Street, Room 213, Savannah GA 31401.

SITE VISITS:

The following kitchens will be available for Site Visits on August 25, 2010 from 9:00 AM to 11:00 AM:

Groves High School- 100 Wheathill Rd. (912) 965-2520

Woodville-Tompkins - 151 Coach Joe Turner St. (912) 965-6750

Mercer Middle School- 201 Rommell Ave (912) 965-6700

Bartow Elementary- 1804 Stratford St.- (912) 201-5300

Savannah High- 400 Pennsylvania Avenue- (912) 201-5050

PRICING:

Pricing shall be submitted as outlined on the bid submittal form . Vendor shall submit the cost for each cleaning per year and extend it to reflect the total number of systems to be cleaned. **The unit pricing for system cleaning shall include any service call fees, and any other miscellaneous fees associated with the system cleaning.**

BID ACCEPTANCE PERIOD:

A ninety-day period from proposal closing date is generally allowed to review and

evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the ninety-day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed canceled.

PERFORMANCE PERIOD:

This bid will establish a contract to remain during the Board's 2010-2111 school year. The Board reserves the right to renew this contract for one (1) additional school year period provided all prices, terms, and conditions remain unchanged and both parties agree. The renewal option is contingent upon the quality and efficiency of the work performance as detailed in this bid document's specifications for the initial contract period.

TRANSITION PERIOD:

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful vendor shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current provider is not the successful bidder, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

BASIS OF AWARD:

If awarded, consideration will be given to any previous performance for the Board as to the quality of service and with regard to the bidder's ability to perform, should he be awarded the bid. The Board reserves the right to accept that bid which, in its judgement, best serves the interests of the Board, without regard to the same being the lowest bid. The Board also reserves the right to split the award if in the best interest of the Board.

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.

INDEMNITY:

The successful vendor shall be liable for any injury (including death), damage or loss occasioned by negligence of the successful vendor, its agents, or any other person the successful vendor has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising thereof

PAYMENT TERMS:

The successful vendor shall bill the Board for bona fide equipment and labor to complete the requirements of this contract. The invoice shall be directed to Accounts Payable, 208 Bull Street, Room 119; Savannah, GA 31401 along with copies of the cleaning reports. The School Nutrition Program requires that the SNP Managers sign off on the final cleaning before invoices are paid. Payment of the invoices will be Net 30 following receipt of invoices and supporting documentation.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID:

If an Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the BID, it shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addenda and shall be given by written notice to all parties who have received this BID from the Savannah-Chatham Public School System's Purchasing Department. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the bidder(s).

INQUIRIES:

Interested bidders may contact the DISTRICT to get clarification of the bid. All inquiries shall be received no later than 5:00 PM on June August 25, 2010.. All questions should be directed to Vanessa M.Kaigler, Director, **in writing**, to the above address, or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders who requested the bid. . No responses to inquiries will be provided by telephone or e-mail.

ON-SITE VISITS:

The successful vendor shall not utilize, in the performance of this contract, any employee who has been convicted of a felony. Should there be a reasonable doubt regarding a particular person's suitability, the District reserves the right to request a security/background check. All requests for background checks will be made through the District's purchasing department. The successful vendor shall submit copies of all security/background checks requested within twenty-four (24) hours of a request by the District for such information. Failure to complete or submit any security/background check requested by the District, may result in immediate cancellation of the contract. The successful vendor shall also ensure that all employees making on-site visits adhere to the District's drug-free workplace policy.

ADDITIONAL SITE REQUIREMENTS:

The successful vendor shall allow for the addition or deletion of sites as deemed

necessary by the Director of Operations. Sites to be added or removed from the inspection list will be communicated to the successful vendor by the Director of Operations. A list of current sites will be provided to the successful at the time of award.

CONTRACTOR'S PERSONNEL:

Contractor's staff is to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any SCCPSS's facilities.

1. Qualifications of new people working under this contract will be submitted to the SCCPSS, in writing, for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

2. Employees shall wear a recognizable uniform. No hats shall be allowed indoors. Each technician performing work for the SCCPSS shall carry a picture ID issued by the State of Georgia (drivers license or State issued ID) that shall be presented upon request while on SCCPSS property. This provision will be strictly enforced.

3. Use of tobacco products shall only be allowed in designated area(s).

4. Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.

5. The Contractor is not to use any Day Labor or temporary workers at any SCCPSS facility. This includes all technicians that are added subsequent to award. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.

6. The employment of unauthorized aliens by any Contractor is considered a violation of Section 247 A (e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.

7. Possession of firearms will not be tolerated on SCCPSS property; nor will violations of Federal and State laws and any applicable SCCPSS policy regarding Drug Free Workplace be tolerated.

Violations will be subject for the immediate termination of any contract resulting from this

Invitation to Bid.

8. "Firearm" shall mean any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

9. No person who has a firearm in their vehicle may park their vehicle on SCCPSS property.

If any employee of a Contractor or Sub-Contractor is found to have brought a firearm on SCCPSS property, said employee will be terminated from the SCCPSS 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 SCCPSS contract shall 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 SCCPSS shall be terminated.

CLEANING CONSTRAINTS:

The successful bidder shall conduct Cleaning of Hood and Ventilation Systems **twice** per school calendar year at all school sites with usable kitchens within the jurisdiction of the

Savannah Chatham County Public School System's School Nutrition Program. The first cleaning will be conducted December 2010 and the second cleaning in June 2011.

Cleaning of

Grease Exhaust Systems will include hoods, grease-removal devices, fans, ducts and other appurtenances shall be cleaned to bare metal at frequent intervals prior to surfaces becoming

heavily contaminated with grease or oily sludge. All work must be completed within the months specified.

The School Nutrition Program reserves the right to request steam cleaning and/or pressure washing of the floors, walls and ceilings of the kitchen and/or cafeteria.

VERIFICATION OF KITCHEN CLEANING HOOD AND VENTILATION SYSTEMS:

The successful bidder shall verify each system to be cleaned. The vendor providing the service shall place or display within the kitchen area, a label indicating the date cleaned and the

name of the servicing company (company # and individual's certification #). It shall also indicate areas not cleaned. The Fire Marshal's Office recommends the label be attached to the

exterior of the hood in a visible location. Submit all changes, if any, in writing to the board office at 208 Bull Street, room 308, Savannah, Georgia 31401.

KITCHEN HOOD AND Ventilation CLEANING SYSTEMS PROTOCOL:

The kitchen hood and ventilation system cleaning must meet all local fire marshal inspection standards, for the county, state, and federal guidelines. We have 50 sites that will need cleaning twice (2) during the Board's fiscal year.

The successful vendor shall contact The School Nutrition Program Procurement Technician and the School Nutrition Program Director or appointed designee at (912) 395-5548 to submit

the cleaning schedule 10 days prior to December 1, 2010 for the first cleaning and ten days prior to June 1, 2011 for the second cleaning . Upon receipt of the schedules the SNP Procurement Technician will coordinate with the Fire Protection Inspection. That schedule will be distributed to every Nutrition Manager /Supervisor within our school district. The successful vendor is required to return kitchens to the condition they were prior to the cleaning. Payment for services rendered will be delayed until the kitchen is returned to the pre-cleaned condition.

Any conflict with these specifications will be brought to the attention of the Director of School Nutrition Program, phone (912) 395-5548. The Nutrition Manager/Supervisor directory will be provided to the successful vendor after the bid award.

The first cleaning shall be completed between December 1, 2010 and December 17, 2010. The second cleaning shall be completed between June 1, 2011 and June 17, 2011. Legible

copies of each kitchen cleaning report shall be mailed with return delivery confirmation or hand delivered to the by December 20, 2010 or June 20, 2010 respectively (no exceptions). Faxed copies will not be accepted. The cleaning report will include any recommendations needed to ensure that each hood and ventilation system meets compliance codes, and if professional cleaning is recommended more frequently to maintain safety and extend the life of the hood system. The successful vendor shall leave one copy of final cleaning documentation on site in the front office of each school on the day the hood and ventilation system is ready for use with a school administrator (no exceptions). The cleaning document shall **not** be left in the kitchen

COMPLAINT REPORT:

The "Complaint Report" will be used by the nutrition manager/supervisor to record deficiencies in service, product, containers, etc. The contracted company will be notified of all legitimate complaints.

If the contracted company is unable within a reasonable length of time to correct a deficiency that has been filed by the majority of the school nutrition program managers/supervisors, corrective action in the best interest of the Savannah-Chatham County Public Schools, will be taken.

A copy of the merchant complaint report is listed below for your convenience.

SCHOOL FOOD AND NUTRITION PROGRAM

PRODUCT/SERVICE EVALUATION

MERCHANT COMPLAINT FORM

Name of Product/Service_____

Date Product/Service was received_____

Company providing Product/Service_____

IF A PRODUCT:

Brand_____

Amount unsatisfactory_____

Unit price \$_____ Amount of credit due (if applicable) \$_____

Describe the complaint about the product:

IF A SERVICE:

Describe the complaint about the service:

Date_____ School_____

Manager_____

Send one copy to the School Nutrition Central Office and keep one copy for the school's file.

***Listing of Schools**

	SCHOOL/ADDRESS	SYSTEM	LINKS	CYLINDERS
1	Bartlett Middle School 207 Montgomery X-Rds	Range Guard	1	1
2	Bartow Elementary 1804 Stafford Street	Pyro-Chem	2	1
3	Beach High 1106 Victory Drive	Pyro-Chem	3	1
4	Bloomington Elementary 101 E. Main St.	Pyro-Chem	2	1
5	Butler Elementary 1909 Cynthia Street	Range Guard	1	1
6	Coastal High 170 Whitemarsh Island Rd	Ansul R102	1	2
7	DeRenne Middle 1009 Clinch St	Pyro-Chem	4	2
8	East Broad Elementary 400 East Broad St.	Ansul R102	2	1
9	Ellis Elementary 220 East 49th St.	Pyro-Chem	1	1
10	Gadsden Elementary 919 May St.	Ansul R102	2	1
11	Garden City Elementary 4037 Kessler Ave	AnsulR102	2	3
12	Garrison Elementary 649 W. Jones St.	Pyro-Chem	6	2
13	Georgetown Elementary 1516 K.G. Blvd	Pyro-Chem	4	1
14	Godley Station 2125 Benton Blvd			
15	Gould Elementary 4910 Pineland Drive	Range Guard	1	1
16	Groves High 100 Wheathill Rd	Ansul R102	6	2
17	Haven Elementary 5111 Dillion Ave	FSI	2	1
18	Heard Elementary 414 Lee Blvd	Ansul R102	1	1
19	Hesse Elementary 9116 Whitfield Ave	Ansul R102	3	1
20	Hodge Elementary (New Location The Old DeRenne) 3609 Hopkins Street	PCL-460	4	1
21	Howard Elementary 115 Wilmington Island Rd	Ansul R102	3	1
22	Hubert Middle School 768 Grant St.	Range Guard	1	1
23	Islands Middle 4595 US 80 East	Pyro-Chem	6	1

24	Isle of Hope Elementary 100 Parkersburg Rd	Range Guard	1	1
25	Jenkins High 1800 Derenne Ave	Range Guard	6	1
26	Johnson High 3012 Sunset Blvd.	Pyro-Chem	4	2
27	Largo-Tibet Elementary 430 Tibet Ave	Range Guard	1	1
28	Juliette Low Elementary 15 Blueridge Ave	Range Guard	1	1
29	Marshpoint Elementary 135 Whitemarsh	Ansul R102	4	2
30	Mercer Middle School 201 Rommell Ave	Range Guard	2	1
31	Myers Middle School 2316 Brevard Circle	Range Guard	1	1
32	Pooler Elementary 308 Holly Avenue	Ansul R102	6	1
33	Pt. Wentworth Elementary 507 S. Coastal Hwy	Pyro-Chem 460	4	1
34	Pulaski Elementary 5330 Montgomery St.	Range Guard	1	1
35	Savannah Arts Academy 500 Washington Ave	Range Guard	3	1
36	Savannah High 400 Pennsylvania Ave	Captive Air System	1	1
37	Scott Learning Center 402 Market St.	Ansul R102	3	1
38	Shuman Elementary 415 Goebel Ave	Pyro-Chem	4	1
39	J.G. Smith Elementary 210 Lamara Drive	Range Guard	1	1
40	Southwest Elementary 6020 Ogeechee Rd	Range Guard	2	1
41	Southwest Middle 6030 Ogeechee Road	Ansul R102	2	3
42	Spencer Elementary 100 Bouhan	Range Guard	1	1
43	Tompkins Middle School 50 Market Street	Range Guard	2	1
44	Thunderbolt Elementary 3313 Louis St.	Range Guard	1	2

45	West Chatham Elementary 820 Pine Barron Rd	Pyro-Chem	4	2
4 6	West Chatham Middle 800 Pine Berrien Rd	Ansul R102	2	3
4 7	White Bluff Elementary 9902 White Bluff Road	Range Guard	1	1
4 8	Windsor Forest Elementary 414 Briarcliff Circle	Range Guard	1	1
4 9	Windsor Forest High 12419 Largo Drive	Ansul 102	3	1
5 0	Whitney Complex Center 2 Laura Street	Range Guard	1	1

KITCHEN AND CAFETERIA SQUARE FOOTAGES

SCHOOL	Kitchen Square Ft	Cafeteria Square Ft.
Beach High School	6552	2814
Groves High School	9677	1919
Jenkins High School	6960	3964
Johnson High School	5658	4569
Savannah High School	6573	1746
Savannah Arts Academy	7831	5402
Windsor Forest High School	5916	3180
Bartlett Middle School	5091	2954
Coastal Middle School	4093	2662
DeRenne Middle School	5351	5223
Hubert Middle School	4187	1582
Mercer Middle School	5449	2286
Myers Middle School	4833	3803
Oglethorpe Academy	2441	NA
Shuman Middle School	4987	3300
Southwest Middle	4093	2662

School		
Tompkins Middle School	6910	2820
West Chatham Middle School	4093	2662
Bartow Elementary School	3718	2002
Bloomington Elementary School	4365	2410
Butler Elementary School	3497	1644
East Broad Elementary School	4041	3086
Ellis Elementary School	5193	2496
Gadsden Elementary School	3194	2226
Garden City Elementary School	4889	3388
Garrison Elementary School	2290	3023
Georgetown Elementary School	5419	5255
Gould Elementary School	3528	2350
SCHOOL	Kitchen Square Ft	Cafeteria Square Ft.
Haven Elementary School	3069	2094
Heard Elementary School	4112	1605
Hesse Elementary School	3254	2319
Hodge Elementary School	3886	1333
May Howard Elementary School	3399	2795
Islands Elementary	5709	3795

School		
Isle of Hope Elementary School	4197	1616
Largo-Tibet Elementary School	3929	1864
Juliette Low Elementary School	2535	1682
Marshpoint Elementary School	3909	2932
Pooler Elementary School	3232	1565
Port Wentworth Elementary School	3454	2495
Pulaski Elementary School	1898	1332
Jacob G. Smith Elementary School	2392	1196
Southwest Elementary School	4540	3907
Spencer Elementary School	3777	2804
Thunderbolt Elementary School	3959	1825
West Chatham Elementary School	5428	2787
White Bluff Elementary School	3067	1955
Windsor Forest Elementary School	4277	2027

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants' responsibilities The regulations were published Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the requisitions may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this.

Organization Name PR/Award Number or Project Name

Name (s) and Title (s) of Authorized Representative (s)

Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible "lower tier covered transaction", "participant", "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" without modification, in lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Savannah Chatham County Board of Education
School Food and Nutrition Program

PROPOSAL SIGNATURE AND CERTIFICATION
(Vendor must sign and return with bid)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this and certify that I am authorized to sign this bid for the vendor. I further certify that the provisions of the Official Code of Georgia Annotated Sections 45-10-20 through 45-10-25 have not been violated and will not be violated any respect.

Sworn to and subscribed before me
this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.
4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

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

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

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

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

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: _____ BID NO.: _____

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

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

ATTACHMENT C - EXHIBIT #3

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM. LMWBE FORM 4 BID #11-03