



*Savannah-Chatham County Public School System*

*208 Bull Street / Savannah, Georgia 31401 / 912.395.1000*

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Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Emergency Generator Inspection and Preventive Maintenance Services (Annual Contract)**. 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 8/4/2015 11:00:00 AM, at which time they will be publicly opened and examined. If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "No Bid".

Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will not be accepted. 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. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. **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 and will be returned unopened to the bidder.**

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 a sealed envelope with the bid number, bid name, and the closing date and time clearly marked on the outside. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above. 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 firm's current business license and certificate of insurance. Bidders shall file all documents necessary to support their bid and include them with their submission.

If you have any questions concerning this bid, please submit them in writing to Bethany Burnett 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, CPPB  
*Purchasing Director*

**Mission** - To ignite a passion for learning and teaching at high levels.  
**Vision** - From school to the world: All students prepared for productive futures

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*"AN EQUAL OPPORTUNITY EMPLOYER"*

## INVITATION TO BID # 16-11

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 **Emergency Generator Inspection and Preventive Maintenance Services (Annual Contract)** 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. Bid Number
3. Serial Number (as applicable)
4. Part Number/Description/Nomenclature
5. Quantity Ordered
6. Quantity Shipped
7. 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: Bethany Burnett, Purchasing Agent  
208 Bull Street, Room 213  
Savannah, GA 314012  
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, July 24, 2015. 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 seventy-two (72) hours prior to the date and time set for opening bids.

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

### **G. Failure to Respond**

If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "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 bids. 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 show 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. Bidders 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 proposal, the bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:

1. The pricing structure in this 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 other bidder or with any competitor;
2. The pricing structure which has been quoted in this 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 proposal for the purpose of restricting competition.

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

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises (LMWBE") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs.

The Board expects that prime contractors on district construction projects make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers. The Board also promotes capacity building within the local construction community and encourages the use of partnerships,

teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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 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 Minority/Women Business Enterprise
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

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

Any contract resulting from the acceptance of a bid 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 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 and the District shall not be held liable.

**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 bid 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 & 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 section 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 a sealed envelope, which is plainly marked with the bid number and title, and date and time of bid closing. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above.
- Submitted on bid submittal 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 Closing date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility and risk for having the bid deposited on time and at the place specified on the first page of this ITB. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. 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 ninety (90) 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 submittal constitutes an offer and may not be withdrawn except as provided herein.

Bidders shall provide **two (2) copies** of submitted bid 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 **16-11** 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 bidder 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 bidder. The surety company furnishing such a bond shall be authorized to do business in the State of Georgia.

#### C. Samples/Demonstrations

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

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

#### D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **12** months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

**BOARD OF PUBLIC EDUCATION  
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 16-11**

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 Bids; and further certifies that the 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*

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.

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Local            | <input type="checkbox"/> Woman     |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Hispanic  |
| <input type="checkbox"/> Majority         | <input type="checkbox"/> Non-Local |

**HOW DID YOU HEAR ABOUT THIS ITB?** (This information is for statistical use only.)

- |  |  |
|--|--|
| <input type="checkbox"/> City of Savannah, Dept. of Economic Development | <input type="checkbox"/> The Herald Legal Ad           |
| <input type="checkbox"/> Received Request by Mail                        | <input type="checkbox"/> The Savannah Tribune Legal Ad |
| <input type="checkbox"/> Visiting the Purchasing Office                  | <input type="checkbox"/> Savannah News Press Legal Ad  |
| <input type="checkbox"/> Other: _____                                    |  |

\_\_\_\_\_  
Name, Title Authorized Signature Date \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public; My Commission Expires: \_\_\_\_\_



**SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM- PURCHASING DEPARTMENT  
NO BID STATEMENT**

In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

- Specifications- Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. ***(Please explain in detail below).***
- Manufacturing- Unique item, production time for model has expired, etc.
- Bid Time- Insufficient time to properly respond to bid or proposal.
- Delivery Time- Specified delivery time cannot be met.
- Payment - Payment terms unacceptable. ***(Please be specific)***
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - Remove our firm from your bidders list for the particular commodity or service.
- Keep - Please keep our company on your bidders list for future reference.
- Project is: \_\_\_\_\_/ Too Large      \_\_\_\_\_/ Too Small      \_\_\_\_\_/ Site or Location is Too Distant
- Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. ***(Please be specific)***

**VENDOR STATEMENT:**

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**CONSTRUCTION PROJECTS ONLY:** Our Company is interested in this project as a:

- Prime Contractor       Sub-Contractor       Supplier/Distributor

**Bid/RFP Number:** \_\_\_\_\_ **Title:** \_\_\_\_\_

\_\_\_\_\_  
Signature/Title

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

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

**SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT**  
Telephone (912) 395-5572      Fax (912) 201-7648

**REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:**

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
4. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
5. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
6. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
7. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**FORM 3**

**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 (name of public employer) 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\_\_\_\_\_  
*Date*

in \_\_\_\_\_, and \_\_\_\_\_  
*City State*

\_\_\_\_\_  
*Signature of Authorized Officer or Agent*

\_\_\_\_\_  
*Printed Name and Title of Authorized Officer or Agent*

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

\_\_\_\_\_  
*NOTARY REPUBLIC*

\_\_\_\_\_  
*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\_\_\_\_\_  
*Date*

in \_\_\_\_\_, and \_\_\_\_\_  
*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 REPUBLIC*

\_\_\_\_\_  
*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 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\_\_\_\_\_  
*Date*

in \_\_\_\_\_, and \_\_\_\_\_  
*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 REPUBLIC*

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

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

**FORM 6**

**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 of 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, \_\_\_\_\_, of \_\_\_\_\_  
*Name of Individual Title & Authority* *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 # 16-11**

**I. INSPECTION & PREVENTIVE MAINTENANCE SERVICES:**

Level I PM \_\_\_\_\_ /Per Unit x 10 = \_\_\_\_\_ /Year\*  
Level II PM \_\_\_\_\_ /Per Unit x 10 = \_\_\_\_\_ /Year\*  
Load Bank Test (1 hour) \_\_\_\_\_ /Per Unit x 10 = \_\_\_\_\_ /Year\*

TOTAL INSPECTION & PM SERVICES: \_\_\_\_\_ /Year\*

*\* "All inclusive" lump sum price for all labor, supplies, equipment, travel time, per diem, insurance, licensing, fuel surcharges, etc. for inspection and preventive maintenance services. The District will only pay for services that were requested and/or pre-approved.*

**II. LABOR RATES FOR "AS NEEDED" REPAIR SERVICES:**

Electrician (Normal Business Hours; Monday through Friday): \_\_\_\_\_ /Hour\*  
Electrician (Evenings/Weekends/Holidays): \_\_\_\_\_ /Hour\*  
Diesel Mechanic (Normal Business Hours; Monday through Friday): \_\_\_\_\_ /Hour\*  
Diesel Mechanic (Evenings/Weekends/Holidays): \_\_\_\_\_ /Hour\*  
Certified Technician (Normal Business Hours; Monday through Friday): \_\_\_\_\_ /Hour\*  
Certified Technician (Evenings/Weekends/Holidays): \_\_\_\_\_ /Hour\*

% Mark-up on Materials: NONE

*\*All inclusive" labor rates for all labor, supplies, equipment, standard warranty, maintenance during warranty period, travel time, per diem, insurance, licensing, fuel surcharges, etc. for the "As Needed" repair, installation and maintenance services which are not considered in the Scope of Services above (Section I.) for Inspection and Preventive Maintenance Services. The District will reimburse the Contractor at "Net Cost" for all authorized new materials, parts and equipment. No mark-up on new materials, parts and equipment will be honored. Contractor must submit an itemized parts list, invoice, sales receive or supplier receipt for all new materials, parts and or equipment provided under a resulting contract.*

Response time for Non-Emergency Calls and Call Backs: \_\_\_\_\_ /Hours

Service Representative: \_\_\_\_\_

Phone (Normal Business Hours): \_\_\_\_\_ Phone (Evenings/Weekends/Holidays): \_\_\_\_\_

In submitting this bid, I agree to the following:

- To hold my bid valid for a period of ninety (90) days.
- To enter into and execute a contract, if awarded, on the basis of this bid.
- To accomplish the work by the time listed in the specification section of this document.
- I will deliver and complete installation as outlined in the specification documents.

Company Name (Bidder): \_\_\_\_\_

Name of Individual Submitting Bid: \_\_\_\_\_

Title of Individual Submitting Bid: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Payment Terms: \_\_\_\_\_

## ATTACHMENT "A"

### SPECIFICATIONS

#### ITB # 16-11

### Emergency Generator Inspection and Preventive Maintenance Services (Annual Contract)

#### 1.0 GENERAL INTENT

The purpose of this solicitation is to establish an annual contract for a term contract with one or more licensed Contractor(s) to provide preventive maintenance, load bank testing, and maintenance and repair services, on a time and materials basis, on approximately ten (10) auxiliary power units and generator sets. The resulting contract will be primarily used by and administered by the Maintenance Department of the Savannah Chatham County Public School System, herein after referred to as the "DISTRICT". The District reserves the right to bid separately any repair job and to award contracts to a "primary" and "secondary" Contractor if it is deemed in its' best interest to do so.

#### 2.0 DESCRIPTION

The successful bidder, herein after referred to as the "CONTRACTOR" will be required to provide the services requested herein. This procurement will result in an "annual" service contract which will be in effect for a period of one (1) year, with a performance review after the first six (6) month period of each contract term and the option to renew for two (2) additional one year terms. The successful Contractor will be required to provide the services outlined in this document and will adhere to all provisions which include insurance and licensing requirements.

#### 3.0 PERFORMANCE PERIOD

This bid will establish a contract to be in effect for a period of one (1) year, to become effective the date of contract award. The "District" reserves the right to renew the contract for two (2) additional one year terms provided that all prices, terms and conditions remain unchanged and both parties agree to each contract renewal. Prices submitted in bid shall remain firm for the contract period. The District reserves the right to bid separately any repair and/or parts purchase which exceeds \$5,000.

#### 4.0 BID ACCEPTANCE PERIOD

A one hundred twenty (120) day period from the bid closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed within this time. If the District envisions that the process will not be completed by the end of the ninety (90) day period, the District will request a time extension. In the event that no extension is requested, the solicitation shall be deemed cancelled.

#### 5.0 TRANSITION PERIOD

Due to the nature of the procurement process, often times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The Contractor will agree to maintain the same terms and conditions as the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the current Contractor 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 to allow for an orderly transition.

#### 6.0 MINIMUM QUALIFICATIONS

All Bidders must meet, at a minimum, the following qualification requirements. Failure to meet minimum qualification requirements will result in bid being deemed as non-responsive. Bidders must identify their intent to sub-contract any portion of the services requested under a resulting contract at time of bid submittal. Any and/all subcontractors are required to comply with all minimum qualification requirements.

- A. Bidder must be an organization existing for the primary purpose of providing generator inspection, repair, and maintenance services.
- B. Bidder must have a minimum of five (5) continuous years in providing generator inspection, preventive maintenance and repair services to educational, governmental and/or municipal agencies (preferably located within the State of Georgia) with Scope of Service requirements that are similar to or the same as that requested by the District.
- C. Bidder must be registered and licensed by the State of Georgia to provide Mechanical Services.
- D. Bidder must be factory certified to perform work on the specified equipment and must have a stocked and equipped service department located within a 25 mile radius of each District site.



- E. All work on generators with transfer switches will be performed under the direction of a licensed electrical contractor.
- F. Bidder must have an office that is staffed with a minimum of one (1) full-time certified service technician during the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, and demonstrate its' ability to meet a minimum response time of the next business day or as mutually agreed upon on a "case to case" basis, to all non-emergency service calls.
- G. Bidder must have the ability to respond to emergency calls and shall be "on site" to do repairs within one (1) hour after call is received from the District or the District's Campus Security Department. Emergency contact information shall be provided with bid submittal.
- H. Bidder must provide documentation that their Occupational Business Taxes have been paid by providing a copy of their current Business License/Tax Certificate.
- I. Bidder must provide with their bid submittal, documentation of all licensing, factory training and factory certification.
- J. Bidder must demonstrate its' financial stability to provide the services requested herein.
- K. Bidder must be fully bonded and demonstrate its' ability to meet all insurance requirements.
- L. Bidder must produce evidence that they have an established satisfactory record of performance based on past performance on similar contracts and is required to submit with their bid, a minimum of three (3) references.
- M. Bidder must demonstrate that it has sufficient staff, certified service technicians, proper equipment, and adequate parts and supplies required to meet all service requirements under a resulting contract. Bidder must provide with their bid, a breakdown of all shop personnel that will be assigned to a resulting contract. At a minimum, personnel assigned will include one (1) electrician with a valid unlimited electrical contractor's license, two (2) diesel mechanics, and two (2) factory trained technicians in the field of generator repair/maintenance and transfer switch repair/maintenance. Copies of appropriate and current licenses, certifications, etc. for each technician must be submitted with bid.

## **7.0 STANDARDS AND GUIDELINES**

The successful Contractor shall follow all guidelines, rules, and regulations set forth in the most recent National and State of Georgia codes, as well as the standards of the following agencies, whichever is more stringent:

- Building Officials and Code Administrators (BOCA)
- American National Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- Sheet Metal & Air Conditioning Contractors National Association (SMACNA)
- National Electrical Code
- National Mechanical Code
- City of Savannah and Chatham County Codes

## **8.0 SITE SECURITY**

All Contractor personnel must coordinate with the school's front office or security personnel prior to entering District property. The successful Contractor's employees must present an i.d. and must sign in and out when working and/o making deliveries to job site during operational hours. All personnel must remain in assigned work area. It shall be the sole responsibility of the successful Contractor to safeguard his materials, tools, supplies and equipment while on District property. The District will not assume any responsibility for vandalism and/or theft of materials, tools, supplies and/or equipment.

## **9.0 PERSONNEL REQUIREMENTS**

The Contractor will use only properly trained personnel and certified technicians on any District requirement. Contractor will be required to supervise all personnel working on any District site.

## **10.0 CONTRACTOR PERSONNEL**

All Contractor personnel and/or staff are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves in a respectable and courteous manner while performing any work under a resulting contract and/or whenever they are on Savannah Chatham County Public School System property. The following code of conduct will be adhered to by the Contractor, his agents, and/or his employees:

## **11.0 PERSONNEL CODE OF CONDUCT**

- A. The qualifications of any "new employee", including proof of Certification, providing services under a resulting contract must be submitted (in writing) to the District prior to entering District property to provide services. Bidder will submit with bid response a list of all employees, including back-up personnel that will be providing services under a resulting contract.
- 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 picture ID that is issued by the State of Georgia. 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 District property is prohibited.
- 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 and/or after 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 District property; nor will violations of Federal and State laws and any applicable District policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation. No person who has a firearm in their vehicle will be permitted to park on District property.

## 12.0 BACKGROUND CHECKS

The successful Contractor shall not utilize, in the performance of this contract, any employee who has been convicted of a felony and/or crimes against children. Should there be a reasonable doubt regarding a particular person's suitability, 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 Contractor 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 and/or to submit any security/background check requested by the District may result in immediate cancellation of the contract. The successful Contractor will also ensure that all employees adhere to the District's Drug Free Workplace policy.

## 13.0 DEBRIS/TRASH REMOVAL AND DISPOSAL

The successful Contractor shall be responsible for the removal of all debris from the site and all areas of work shall be left in a clean and safe condition. The successful Contractor shall keep the premises free of debris and unusable materials resulting from their work. As work progresses and upon request from the District, the successful Contractor will remove all debris and materials from District property. Any damage done by contractor personnel to any part of the building, equipment, furniture, fixtures, landscaping or any other items owned by the District shall be repaired or replaced in an acceptable manner and at no cost to the District. All project related debris, trash and dunnage will be removed at the expense of the Contractor. All chemical containers must be disposed of in accordance with Federal and State Laws.

## 14.0 QUANTITIES

The District currently has approximately seven (7) auxiliary power and generator sets installed at various school and administrative facilities. Currently, the District cannot provide estimates for any repairs and/or units that will be added during the term of the contract. All services requested will be determined by actual needs and the availability of appropriated funds.

## 15.0 SITE INVENTORY/LOCATION

Contractor will furnish all labor, materials and equipment necessary to perform scope of service work as required and as requested by the District. The District will authorize such work by the issuance of a purchase order. Current district inventory and location each auxiliary power and generator set is as follows:

<u>Location:</u>	<u>Manufacturer/Model /Type:</u>	<u>Serial #:</u>
208 Bull Street	Guardian #GJ W/A Natural Gas	SN#4479194
Johnson High School	Olympian #G40F1 Natural Gas	SN#E7357A/001
Myers Middle School	Olympian #G60F1 Natural Gas	SN#F5210A/001
Savannah Arts Academy	Olympian #G100F3 Natural Gas	SN#NFC00682
Savannah Arts Academy	Clarke #VMPT6HT; 140 HP Diesel	SN#91B02185
Pulaski Elementary	Clarke #404STF290CDEFGHPM 4.5L Diesel	SN#R532413
Butler Elementary	Cummins #DSFAB7425789 40KW Diesel 120/240	SN#F110223705
Derenne Middle School	Olympian #G60E3 Natural Gas	SN#40334/010
Tompkins	Olympian #D50PL Diesel Fuel	SN#D6669A/001
Groves High School	Onan #20ES Natural Gas	SN#H920479368

## 16.0 SITE VISITATIONS

Bidders are required to familiarize themselves with all equipment and scope of services requirements prior to submitting a bid. Site visitations can be arranged (by appointment only) by contacting Mr. Carey Stark, P.E., Director, Maintenance at (912) 201-5563.

## 17.0 SCHEDULING

The Contractor will be responsible for scheduling "in writing" all preventive maintenance checks required by applicable regulatory agencies with the District's contract representative, Mr. Carey Stark, PE, Director of Maintenance or his designee. The Contractor will not precede with any inspection, preventive maintenance services, load bank tests, general maintenance and/or repairs unless prior approval is obtained from the District. The District will not reimburse or compensate the Contractor for any services that have not been pre-approved, authorized, and scheduled accordingly. All preventive maintenance checks, load bank tests, general maintenance and repair services will be billed at the contracted rates.

## 18.0 SERVICE SCHEDULE- ROUTINE MAINTENANCE AND INSPECTION

The Contractor shall establish a service schedule "in writing" that is agreeable to the District. Upon approval, a written copy will be maintained by both parties. Service schedule will identify the day of week as well as time of day to cause minimum interference with the District's school schedule. Work will be allowed during school hours/normal business hours **EXCEPT for load bank tests**, which must be performed after school hours/normal business hours. Revisions to service schedule may be made by mutual consent through the form of a written amendment.

## 19.0 SCOPE OF SERVICE- GENERAL

- A. Contractor to provide all necessary labor, replacement parts, materials, service inspections, major maintenance repairs, and emergency calls for the equipment described herein and their respective components. The contractor is responsible for complete repairs, major and minor, for any deficiencies in the equipment during the contract period. **Overtime work as required is included in the basic contract scope of service requirements.**
- B. All equipment serviced under this contract shall be maintained as originally specified, designed, manufactured and installed. All replacement parts, materials, supplies and equipment shall be the manufacturers' parts for the particular machine. All material furnished by the contractor shall be new and of such quality and size to assure that complete repairs fulfill the intended requirements of the existing equipment design and performance. The contractor must furnish all labor, material, equipment and management necessary for the maintenance and inspection of all repairs, major and minor, to keep equipment in the condition that it may be utilized at its original capacity for its intended use for the District.
- C. The Contractor shall establish and maintain a routine preventive maintenance program which incorporates the recommendation of the equipment manufacturers and the standard practices of the industry.

## 20.0 REPORTING REQUIREMENTS

The Contractor will, after each scheduled inspection, service call or major repair overhaul, furnish a complete written report describing the work performed. At a minimum, this written report will include:

- Log readings
- Clearances
- Fits
- All recorded data

In addition, Contractor will provide a written and/or computerized report of all inspection problems or potential problems discovered at time of any inspection or service visit. On an annual basis, Contractor will provide to the District, a written or computerized maintenance history report for each piece of equipment serviced under the resulting contract.

## 21.0 WARRANTY PERIOD

The Contractor shall guarantee products and services provided to be free of defects of material and/or workmanship for a minimum period of ninety (90) Days from the date of installation and/or servicing. If, during the warranty period, such faults develop, the Contractor will agree to replace the part affected and will provide all labor at no additional charge to the District. Warranty shall apply to all repairs and items such as hoses, belts, clamps, etc. performed as part of the preventative maintenance check except where the DISTRICT elects not to replace such parts upon written notification by Contractor.

## 22.0 SCOPE OF SERVICES- ROUTINE MAINTENANCE AND INSPECTION

Contractor will provide routine maintenance and inspection on each auxiliary power unit and generator set on a three month schedule. The results of the inspections shall be sent to the District's Director of Maintenance **within one (1) week of the date of inspection** and shall delineate all equipment deficiencies. All routine maintenance, inspection, and labor charges shall be guaranteed for the life term of the contract.

### 23.0 AUXILIARY POWER UNIT MAINTENANCE REQUIREMENTS

Note: Level I Maintenance shall cover all items indicated herein except the items calling for annual service. Level II Maintenance covers all Level I items plus the annual service indicated. Maintenance of auxiliary power units shall include:

#### A. General:

- Starting unit
- Running unit for a minimum of thirty (30) minutes
- Lubrication of all fittings
- Thorough check of ignition system, oil level, coolant level, fuel supply
- General cleaning of power unit and immediate area surrounding it
- Tune-ups as needed
- Minor adjustments

#### B. Specific:

Electrical System AC & DC - All cables will be checked, cleaned and tightened as required. Check batteries for electrolyte level and fill as required. Check starter, solenoid, and pilot relay for loose connections and tighten as needed. Check trickle charger for proper operation and adjust as required. Check alternator for proper operations and record volts.

Fuel System - Check fuel lines, filters, pumps for leaks. Check main storage tank for level and condensation. Check day tank for proper pump operations, condensation and/or leaks. Change primary and secondary filters annually.

Lube Oil System - Check oil level, governor reservoir level, record engine oil pressure, inspect system for leaks, and change lube oil filters and lube oil once a year. Adjust valves and injectors when necessary. If unit has a lube oil heater or engine coolant heater, it will be checked to ensure that it is operating properly.

Cooling System - Inspect entire system for leaks and test coolant for proper antifreeze mixture and level. Record level and correct as required. All hoses, hose clamps, belts and jacket water heater connections will be inspected. Record coolant temperature under load. If the generator set is equipped with an engine that has a water filter, the filter will be changed, with the coolant, once a year and a 50% Ethyl Glycol antifreeze mixture will be added.

For Water Cooled and heat Exchangers, the system will be inspected for leaks and checked for proper operation. This will include expansion tank level check plus addition of rust inhibitor with annual coolant replacement. Fans, shrouds, etc. will be inspected, cleaned and checked for proper operation.

Air System - Inspect complete air intake and exhaust systems, including louver/shutters for correct operation whenever generator is running, either in manual or automatic mode. Change engine air filter once a year.

Exhaust System - Open and drain condensation traps. Check for any exhaust restrictions. Inspect system for leaks, and check all mounting hardware, and tighten as necessary. Check rain cap condition and proper operation when engine is running.

Unit Operation - Manually operate generator. Verify that generator is producing rated AC voltage and frequency and that all control panel instruments and gauges are functioning. Calibrate volt meter and amp meter with digital meter. Check output voltage, current frequency under load and record findings. Check voltage regulator for droop, regulation.

In addition, unit will be checked for any unusual engine or generator noise and any water, oil and exhaust leaks. Whenever possible, building load will be made available. Check generator under load for a period of thirty (30) minutes and record unit panel instrument readings. The SCCPSS shall be furnished a copy of this record.

Transfer Switch - Inspect and test transfer switch to ensure that it automatically starts the generator and is transferring properly, plus all options, such as:

- Time Delay Emergency To Normal
- Time Delay Cool Down
- Plant Exerciser, etc.,
- Ensure these functions are performing in accordance with DISTRICT's and manufacturer's requirements. Check wiring terminations for correct integrity and/or discoloration.
- Safety Circuits - Alarms/shutdowns
- Test pre-high engine temperature alarm, if equipped. Test pre-low oil pressure alarm, if equipped. Test high engine temperature shutdown. Test low oil pressure shutdown. Test overspeed. Test overcrank. Test low coolant level, if equipped. Test low fuel level, if equipped.
- Grease all necessary fittings, visually inspect vibration isolators, duct work, weather-proof, worn and/or rubbing parts and components.

## **24.0 HURRICANE PROVISIONS**

In the event of a hurricane or other natural disaster, the District will have special needs in this area. With widespread power outages expected, all backup power systems must be operable to prevent loss of power problems. Each bidder must commit to place the District's requirements in a high priority classification. Each bidder shall submit their plan for responding to such emergency situations and shall address the following items at a minimum:

- A. Ability to supply additional crews equipment to augment normal staffing.
- B. Ability to respond in a timely manner, i.e. on-site timing of first crew, additional crews, etc.
- C. Impact on pricing for emergency situations. While it is expected that contract pricing for normal crews will be honored, possible use of non-local crews/equipment may require a different structure for these crews.

## **25.0 PRICING AND DELIVERY**

Contract prices for inspections and preventive maintenance services shall be based on the type of service call and will be provided at a "turn-key" service call rate: (i.e. PM Level I, PM Level II, and One (1) Hour Load Bank Test) and will include all labor, travel time, per diem, service truck, fuel surcharges, and any tools or equipment necessary to perform the particular service requirement. The only exception is the following equipment: boom truck, bucket truck, backhoe, trencher and thermographic equipment. All other miscellaneous equipment and/or tools must be included in the "turn-key" service call rate.

Hourly Labor rates shall be established for all repairs which are not considered as part of or included in the scope of service requirements for inspection and preventive maintenance services. Contracted man hours will be paid only for productive hours spent at the job site. Time spent for the transportation to and from each job site, material acquisition, handling and delivery, or for the movement of Contractor owned or rented equipment is not chargeable directly and is considered to be the Contractor's "overhead". These costs shall be included in all contract hourly labor rates. All hourly labor rates will also include all direct labor, general and administrative overhead, insurance, profit margin and cost for all equipment that is normal and necessary (i.e. trucks, tools, etc.). A Summary Report of all chargeable hours must be submitted to the District prior to payment being processed. Summary Report must include the employee name, hours worked on site, and the date of service.

For material cost, "No Mark-up" from the Contractor's procurement cost will be honored. Material costs must be identified on all invoices. Copies of support documentation required and accepted by the District to support any materials purchase includes a dated sales slip, inventory price sheet, and/or a supplier invoice or sales receipt. Invoices will not be processed for payment unless all required documentation is submitted.

## **26.0 EXCEPTIONS**

It shall be the responsibility of the Bidder to include with his bid a list and clarification of any deviations from the specifications and/or to qualify any products offered. The list must be properly signed by the party submitting the bid. Exceptions will be taken into consideration but may not lower minimum bid standards. The list must be attached to bid submittal.

## **27.0 BASIS OF AWARD**

A contract, if awarded, will be awarded to the lowest responsive and responsible bidder who meets or exceeds specifications and offers the lowest net cost to the District. Bids submitted that are not in the format of and on the Districts bid submittal form will be considered non-responsive and rejected. The resulting contract will be conditional upon the bidder's ability to comply with the requirements set forth in the bid documents, which includes but is not limited to prior performance on a similar contract with the District. Contractor shall not deliver any products without an executed contract and receipt of a purchase order issued by the Savannah-Chatham County Public School System's Purchasing Department. The District reserves the right to award contracts for a primary and secondary Contractor and/or to "split" contract award if it is deemed in its' best interest to do so.

## **28.0 DISTRICT REPRESENTATIVE**

The District has selected Mr. Carey Stark, PE, Director, Maintenance & Operations as its contract representative. After award, supervision of the contract will be performed by the contract representative and/or his designee.

The Contractor shall have a communication device that will allow the District's representative and/or his designee to contact him directly in the event of an emergency. The Contractor is required to provide the District's representative will all emergency telephone numbers, which will include a home number, pager number, and a cellular telephone number (as applicable). It will be the Contractor's responsibility to immediately notify the District's representative of any changes in contact numbers.

## 29.0 INVOICES

Original Invoices shall be mailed to:

**Savannah-Chatham County Public School System**  
**Attention: Accounts Payable**  
**208 Bull Street, Room 119**  
**Savannah, GA 31401**

A copy of each invoice, along with required acceptance documents and required reports, will be submitted to:

Mr. Carey Stark, P.E., Director, Maintenance and Operations  
2219 Gamble Road, Savannah, GA 31405  
(912) 201-5494 (Fax)

## 30.0 TAXES

Nothing in these Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.

## 31.0 ROYALTIES & PATENTS

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the District harmless from loss and account thereof.

## 32.0 INSURANCE

Bidders shall submit proof of insurance as listed in Attachment "B" with their bid submittal. 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.

## 33.0 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.

## 34.0 LIQUIDATED DAMAGES

The District will reduce the Contractor's invoice in the amount of **\$100/PER DAY** for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Contractor's invoice for failure to provide the services as specified to include late performance.

In the event of any delayed Work completion and the Contractor's failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Contractor therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

## 35.0 INDEMNIFICATION

- A. The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the "Board"), the Savannah-Chatham County Public School District, 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 arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the 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 will survive the termination of the contract with the Contractor 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 losses or injuries or damages caused solely by the negligence of the Indemnitees.

- B. This indemnification does not extend beyond the scope of this contract awarded to the Contractor and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.
- C. 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.
- D. Suits or Claims for Infringement. Contractor shall indemnify and hold the Indemnitees 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.

### **36.0 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.

### **37.0 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.

### **38.0 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. Georgia Department of Education.

### **39.0 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.

### **40.0 AMBIGUITY, CONFLICT OR OTHER ERRORS IN BID**

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, they 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 addendum 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. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

### **41.0 REQUEST FOR INTERPRETATION**

Interested bidders may contact the District to obtain clarification of the bid by **5:00 PM, July 24, 2015**. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the bid 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 questions will be answered by telephone or emails.**

Due to the large number of vendors listed in certain categories of the SCCPSS vendor's list, not all vendors will necessarily be sent a notice each time an Invitation to Bid is issued. The onus rests on the vendor to view the SCCPSS website, [www.sccpss.com](http://www.sccpss.com), frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; [www.sccpss.com](http://www.sccpss.com), click on **"Divisions>Finance>Purchasing Department>Active Bids & RFPs"**, **click on Bid Name to view the solicitation. Click Supporting Docs to view additional information.**

### **42.0 TERMINATION OF CONTRACT FOR CONVENIENCE**

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any such termination shall be effected by delivery to the vendor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a Notice of Termination, the vendor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract

termination notice shall not relieve the vendor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but not amount shall be allowed for anticipated profit on unperformed services.

#### **43.0 TERMINATION FOR CAUSE/DEFAULT**

In case of failure to deliver the services and equipment in accordance with the contract terms and conditions, the District, after due oral and written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the bidder violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the Contractor. The District may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the District from the Contractor is determined.

#### **44.0 TERMINATION FOR LACK OF 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.

#### **45.0 CONE OF SILENCE**

From the issue date of this Invitation for Bid until completion of the entire solicitation process and announcement of award notification, all supplier communication must be authorized by the Purchasing Department including but not limited to communications with school system employees and/or contracted agents related to this Invitation for Bid. Violation of this provision may result in rejection of the supplier's response.

#### **46.0 AUTHORITY**

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.



## **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 OGGGA 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 LMWBE's 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 Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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](mailto: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:

Savannah Entrepreneurial Center  
801 E. Gwinnett Street  
Savannah, GA 31401  
**Phone:** (912) 652-3582

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 Bidders or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this ITB.

**ATTACHMENT "C" – Exhibit #1  
PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID #: 16-11

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**

NAME OF BIDDER: \_\_\_\_\_ BID #: 16-11

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:

<p>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please explain:</p>
<p>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No If no, which agencies were used to identify potential LMWBE Subcontractors?</p>
<p>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>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.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</p>	<p>Please explain efforts:</p>

**ATTACHMENT "C" – Exhibit #3  
JOINT-VENTURE DISCLOSURE STATEMENT**

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID #: 16-11

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.

<b>Joint venture firms</b>	<b>Level of work</b>	<b>Financial participation</b>

**ATTACHMENT "C" – Exhibit #4  
LMWBE MONTHLY REPORT**

NAME OF CONTRACTOR/CONSULTANT: \_\_\_\_\_ BID #: 16-11

PROJECT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ PROJECT LOCATION: \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUB-CONTRACTED	MONTHLY PAYMENTS
			\$ _____
			\$ _____
			\$ _____
			\$ _____

CUMULATIVE LMWBE MONTHLY REPORT: \$ \_\_\_\_\_

PERCENTAGE OF TOTAL CONTRACT: \_\_\_\_\_%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: \_\_\_\_\_%

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

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

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

**NOTES:**

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