

<p align="center">EMERGENCY REQUEST FOR QUOTATION M#19589 Gym Floor Renovation for (4) Schools</p>	<p>Savannah-Chatham Board of Education 208 Bull Street – Room 213 Savannah, GA 31401</p>
<p>VENDOR NAME: ADDRESS: CITY, STATE, ZIP: PHONE # EMAIL ADDRESS: ATTN:</p>	<p>RETURN VIA EMAIL TO: Teresa Jayne Phillips, Purchasing Agent Savannah-Chatham Co. Board of Education (912) 395-1097 (PHONE) (912) 201-7648 (FAX) Teresa.Phillips2@sccps.com</p>
<p>ORDER PLACED BY: Facilities Construction</p>	<p>PLEASE COMPLETE THIS SECTION: DELIVERY/INSTALL COMPLETE: Within _____ Days After Receipt of Notice to Proceed/Purchase Order</p>
<p>TERMS: 2% 10, NET 40 days</p>	<p>FAX/EMAIL RESPONSE BY:</p>
<p><u>MANDATORY SITE VISITS are scheduled for Wednesday, November 14, 2018 @ 10:00 a.m.</u> in the below listed order and listed locations. Meet in the school's front lobby to sign in.</p> <p><i>Hubert Middle School</i> 768 Grant Street Savannah, GA 31401</p> <p><i>The STEM Academy @ Bartlett Middle</i> 207 Montgomery Cross Road Savannah, GA 31406</p> <p><i>Georgetown K-8</i> 1516 King George Blvd. Savannah, GA 31419</p> <p><i>Southwest Middle School</i> 6030 Ogeechee Road Savannah, GA 31419</p> <p><u>GENERAL SCOPE OF WORK</u></p> <p>1.1.1 Scope</p> <p>The complete installation of a resilient, low maintenance sports, recreational and multipurpose floor. The floor will include a self-leveling polyurethane surfacing over a (prefabricated, resilient and recycled) rubber base mat, adhesives, sealer, topcoat(s), game lines and court markings.</p> <p>1.1.2 Related Work</p> <p>1.1.2.1 Concrete and Concrete Finishing Concrete tolerance must be level to within tolerance of 1/8 inch in any 10 foot radius. It must be broom cleaned and free of all adhesives, paint, drywall, grease, oil, sealers, release agents, curing compounds and any material that will inhibit bonding of the system to the substrate. Concrete will be adequately waterproofed at the perimeter walls by general contractor using suitable type membrane.</p> <p>1.1.2.2 Contractor Responsibilities Contractor to provide all labor, material and equipment necessary to install fluid-applied athletic flooring as specified, to include 4 inch rubber or rubber/vinyl base at the inside of the perimeter walls.</p>	

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1.2 QUALITY ASSURANCE

1.2.1 Shop Drawings

Provide approved, detailed, individual drawings for each school, showing at a minimum: installation details, locations of borders and designs (mascots, mascot/school names, etc.); colors, widths and dimensions of game lines and markers (volleyball, basketball and pacer); locations of athletic equipment, bleachers and floor inserts.

1.2.2 Manufacturer Qualifications

Manufacturer must have at least ten years active experience in the manufacturing and marketing of indoor resilient athletic flooring and be a certified manufacturer in accordance with ISO 9001 and ISO 14001.

Manufacturer must also have an authorized installer training program.

1.2.3 Installer Qualifications

Installer must have at least five years of experience in the installation of resilient athletic flooring and have experience on at least five projects of similar size, type and complexity as this Project. Installer must also utilize workers for this Project who are competent in techniques required by manufacturer of resilient athletic flooring installation indicated.

1.2.4 Laboratory Test Results

1.2.4.1 Performance Properties

Provide certification documents indicating testing per ASTM F2772 has been performed and the product being supplied complies with the ASTM category/classification specified for this project. Information from product catalogs or sales literature is not sufficient.

1.2.4.2 Shock Absorption

Shock absorption (force reduction) test results certified by an independent testing laboratory certified to perform such testing. Minimum 15% per EN 14809.

1.2.4.3 Fire Performance

Provide fire performance test results. Fire rating Class 1.

1.2.5 Fire Test Characteristics

As determined by testing identical products according to ASTM E648, Class 1, by a qualified testing agency acceptable to authorities having jurisdiction.

1.2.6 Athletic Performance Properties

Comply with ASTM F2772 Performance Level C2 or EN12235 for force reduction and ball rebound, minimum 97%.

1.2.7 Adhesive Application

Adhesive applied and poured-in-place flooring must be installed by an experienced floor applicator approved by the manufacturer.

1.2.8 Flooring Material Samples

Submit three samples minimum 9 x 11 inches of each color of flooring material required and manufacturer's certificates stating that the resilient athletic flooring materials conform to the specified requirements. Labels or markings affixed to manufacturer's products attesting that products meet requirements specified herein will be accepted in lieu of certificates.

1.3 CERTIFICATIONS

1.3.1 Indoor Air Quality Certifications

Submit required indoor air quality certifications in one submittal package. All products provided will meet either emissions requirements of CDPH SECTION 01350 or VOC content requirements of SCAQMD Rules. Provide validation of indoor air quality for urethane poured-in-place flooring, resilient mat underlay, adhesives, primer, wall base and game line marking materials. No mercury, lead or heavy metals permitted.

1.3.1.1 Floor Covering Materials

Provide resilient mat underlay products certified to meet indoor air quality requirements by FLOORSCORE, UL 2818 (GreenGuard) Gold, SCS Global Services Indoor Advantage Gold, CRI GL CUSHION or provide certification or validation by other third-party program that products meet the requirements of this Section. Provide current product certification documentation from certification body. When product does not have certification, provide validation that product meets the indoor air quality product requirements cited herein.

1.4 DELIVERY, STORAGE, AND HANDLING

Deliver Materials in manufacturer's original unopened containers with labels intact. Store materials in a clean, dry area. Materials in storage shall be maintained at temperatures recommended by the manufacturer.

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- a. **Store flooring and installation materials in protected dry spaces, with ambient temperatures maintained within range recommended by manufacturer, but less than 13 degrees C 55 degrees F nor more than 29 degrees C 85 degrees F.**

1.5 WARRANTY

1.5.1 Manufacturer's Warranty

Manufacturer's standard form in which manufacturer agrees to repair or replace sports flooring that fails within specified warranty period. Material warranty must be direct from the product manufacturer. Material warranties from separate or third party insurance providers are not valid. Material warranties from private label distributors are not valid.

Failures include, but are not limited to, the following:

- a. **Material manufacturing defects.**
- b. **Surface wear and deterioration to the point of wear-through.**
- c. **Failure due to substrate moisture exposure not exceeding 80 percent relative humidity when tested according to ASTM F2170 or 5 pounds moisture vapor emission rate when tested according to ASTM F1869.**

1.5.1.1 Warranty Period

For materials: Minimum of 3 years from date of Substantial Completion. For surface wear: minimum of 15 years from date of Substantial Completion.

1.5.2 Installer's Warranty

Installer's standard form in which installer agrees to repair or replace sports flooring that fails due to poor workmanship or faulty installation within the specified warranty period.

1.6 COORDINATION

Coordinate layout and installation of flooring with other gymnasium equipment. Also, coordinate with Project Manager to develop the Game Lines and Markings Drawings for each school.

1.7 EXTRA MATERIALS

1.7.1 Wall Base

Provide 20 linear feet of extra wall base material composed of each type, color and pattern from the same lot as those installed. Package all extra materials in original properly marked containers bearing the manufacturer's name, brand name, pattern color name and number, production run, and handling instructions. Leave extra stock at the site in location assigned by Contracting Officer.

PART 2 PRODUCTS

2.1 URETHANE POURED-IN-PLACE FLOORING

The resilient poured-in-place urethane surface is composed of a seamless pigmented monolithic material. Provide minimum 2 mm thick and smooth gymnasium finish flooring. Flooring must have a ball bounce of 97% or higher. Flooring must have a minimum ultimate elongation of 150 percent and tensile strength of 1160psi when tested in accordance with ASTM D412. Must be completely free of all mercury, lead and all heavy metals.

2.2 RESILIENT MAT UNDERLAY

Provide prefabricated resilient mat underlay consisting of granulated indoor/outdoor rubber mat bound with polyurethane for shock absorption. Mat thickness must be 7 mm.

2.3 WALL BASE

Base must be rubber or rubber/vinyl style. Base must be 4 inches high and minimum 0.080 inch thick.

2.4 OTHER MATERIALS

Provide adhesives, crack filler/leveler for concrete floor surfaces, edging strips, primer, game line material, and color as recommended by flooring manufacturer.

2.5 RECOMMENDED MANUFACTURERS

- a. **Robbins Sport Floor Surfaces | Cincinnati, OH | Pulastic Classic 90**
- b. **RFS, Inc. | Atlanta, GA | Polysport 7+2**
- c. **Abacus | Lancaster, PA | Padenpor 7+2**

PART 3 EXECUTION

3.1 PREPARATION

Concrete surfaces must be completely cured and dry. Surfaces must be free of foreign materials. Surfaces must be ground down or leveled with an approved leveling compound to a tolerance of plus or minus 1/8 inch within a 10 foot radius. Cracks, construction joints, or damaged portions of floor must be filled with crack filler for concrete surfaces. Expansion joints must be filled and sealed in accordance with the approved installation instructions of the manufacturer. All sealants must be in accordance with ASTM C920. Expansion joints must not be filled with a material that will make them inoperable.

3.2 MOISTURE, ALKALINITY AND BOND TESTS

Determine the suitability of the concrete subfloor for receiving the resilient flooring with regard to moisture content and pH level by moisture and alkalinity tests. Conduct moisture testing in accordance with ASTM F1869 or ASTM F2170, unless otherwise recommended by the flooring manufacturer. Conduct alkalinity testing as recommended by the flooring manufacturer. Determine the compatibility of the resilient flooring adhesives to the concrete floors by a bond test in accordance with the flooring manufacturer's recommendations. Submit copy of test reports for moisture and alkalinity content of concrete slab, and bond test stating date of test, person conducting the test, and the area tested.

3.3 INSTALLATION

Do not install building construction materials that show visual evidence of biological growth.

3.3.1 General Requirements

Installation must be in accordance with the approved installation instructions. Submit manufacturer's descriptive data and catalog cuts indicating materials of construction and physical characteristics. Installation, cleaning and maintenance instructions must be included.

3.3.2 Molded Rubber Base

Install base in accordance with the approved installation instructions of the manufacturer of the base.

3.3.3 Urethane Poured-in-Place Flooring

Prime the concrete slab with primer recommended by the manufacturer. Rate of application must be in accordance with approved installation instructions and be allowed to dry odor free. Cover concrete construction joints with 50 mm 2 inch wide PVC duct tape. Apply resin in a minimum of 2 lifts. Apply pigmented and textured coatings in accordance with manufacturer's recommendations.

3.3.4 Resilient Mat Underlay

Unroll the resilient mat underlay and allow to relax prior to cutting or fitting. Install the mat in accordance with manufacturer's instructions.

3.3.5 Line Marking and Finishing

Install according to approved detailed drawings. Lines will include standard volleyball, basketball and pacer lines. Markings will include midcourt mascot designs and end of court mascot/school names. Finish in accordance with manufacturer's recommendations.

2.0 DURATION ("TERM") OF THIS AGREEMENT

This Agreement shall remain in effect until completion and acceptance by the District of the work to be performed under this contract.

3.0 REQUEST FOR INTERPRETATION/EQUIVELANT EQUAL SUBSTITUTION

Interested Bidders may contact the District to obtain clarification of this Request For Quote (RFQ). All questions/requests 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 **by 5:00 p.m. on Thursday, November 15, 2018**. 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 as well as posted to the Georgia Procurement Registry (GPR). **No questions will be answered by telephone or emails**. Addendum will be posted **by 5:00 p.m. on Friday, November 16, 2018**. Interested Bidders must submit quote by **Monday, November 26, 2018 @ 11:00 a.m.**

4.0 BASIS OF CONTRACT AWARD

Award will be issued to the bidder(s) who meet or exceed specifications and offer the lowest net cost to the District.

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No bid may be withdrawn for a period of one hundred twenty (120) days after time has been called on the date of opening except in accordance with the provisions of law.

The District reserves the right to reject all bids or any bid that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this Request for Quote at any time before the District awards a contract for any reason. The District reserves the right to cancel, recall, and/or re-issue all, or any part of this solicitation, at any time.

By written request to the Purchasing Department, bidder may withdraw from the solicitation process at any time before the closing date or receipt of bids.

The Board reserves the right to accept that bid which, in its judgment, best serves the interests of the District, without regard to the same being the lowest bid.

5.0 SUBCONTRACTING

The Contractor shall not subcontract any part of the work to be covered by this contract without the District's prior written approval. All approved subcontractors and sub-subcontractors must be listed on the attached Subcontractor Affidavit and Sub-Subcontractor Affidavit.

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

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

6.0 INDEMNIFICATION

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 loses or injuries or damages caused solely by the negligence of the Indemnitees.

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 loses or injuries or damages incurred due to the sole negligence of the Indemnitees.

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

Suits or Claims for Infringement. 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.

7.0 LIQUIDATED DAMAGES

The District will reduce the Contractor's invoice in the amount of **\$500/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.

8.0 INSURANCE REQUIREMENTS

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

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

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

Upon notification of award the successful bidder will be given seven (7) days to supply insurance certificates with the Board named as certificate holder and additional insured. 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.

9.0 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.

10.0 COMPLIANCE WITH LAWS

Bidder 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

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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.

11.0 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.

12.0 OBLIGATION OF BIDDER

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

13.0 EFFECT OF LATER DETERMINATION

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

14.0 PROPRIETARY INFORMATION

It is understood and acknowledged that the District may provide to Contractor information which is proprietary, confidential, and/or trade secret including, but not limited to proprietary, confidential, and/or trade secret information of District students, teachers, staff, or other vendors doing business with the District. Contractor agrees to maintain the confidentiality of such information propriety, confidential, and trade secret information during the term of this Agreement and following the termination of this Agreement for so long as such information remains proprietary, confidential, and/or trade secret to the extent that it does not violate the Georgia Open Records Act or any other federal, state, or local laws. All materials containing such proprietary, confidential, and trade secret information shall be returned to The District at the Termination of this Agreement. The Contractor further agrees to handle any student information in compliance with the Federal Education Rights and Privacy Act, commonly known as "FERPA", codified at 20 U.S.C. §1232G.

15.0 COMPLIANCE WITH OPEN RECORDS ACT AND COMMUNICATIONS THROUGH THE DISTRICT

District is a public entity subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70, et. Seq. which provides special procedures and regulations concerning the disclosure of information to the public. To the extent Contractor is working for the District, there is a possibility that the Contractor may be determined to be subject to the requirements of the Open Records Act in some circumstances. To help the District ensure compliance with the Open Records Act, Contractor agrees to promptly provide documents requested by the District from the Contractor so that the District may respond to an Open Records Act request and to take any precautions to protect confidential or propriety business information to the extent required or allowed by the Open Records Act. To further ensure compliance with the Open Records Act, Contractor agrees that Contractor, any of its Subcontractors, and any of their respective shareholders, officers, employees, members, volunteers, attorneys, and other agents will not directly respond to questions or requests for documents from any third party regarding Contractor's work for the District or volunteer any information to any third party or publicly disclose any documents relating to Contractor's work for the District to any third party without first contacting the District and coordinating the disclosure of any such information or documents to the third parties through the District pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70.

16.0 BREACH OF CONTRACT AND CURE

If either party breaches any of the covenants, promises, agreements, representations, and warranties provided by this Agreement, then the non-breaching party shall provide written notice of the breach to the address provided below for written notices under this Agreement by hand-delivery, U.S. Mail, commercial delivery service, such as Fed Ex or UPS, or fax, identifying the nature of the breach and providing the breaching party with ten (10) days from the delivery of the written notice to cure the breach. If the breaching party fails to cure the breach within ten (10) days of the delivery of the written notice of the breach, then the non-breaching party may terminate this contract for cause as set forth below and pursue any and all remedies for the breach available at law.

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If the District notifies Contractor that it is in breach of this Agreement, then the District may withhold all future payments to Contractor until any dispute regarding the breach of contract is resolved by the mutual, written agreement of the parties or by the entry of a final judgment by a court of law of competent subject matter jurisdiction and the resolution of any possible appeals from any such judgment. If the District withholds any payments to the Contractor pursuant to this paragraph, then the District shall not be required to pay Contractor any amounts ultimately determined to be owed by the District to Contractor under this Agreement until any breach of contract dispute is resolved by the mutual, written agreement of the parties or by the entry of a final judgment by a court of law of competent subject matter jurisdiction and the resolution of any possible appeals from such judgment. Contractor further agrees that it may not charge interest on any payments withheld by the District pursuant to this paragraph until the breach of contract is resolved by the mutual, written agreement of the parties or by the entry of final judgment by a court of law of competent subject matter jurisdiction and the resolution of any possible appeals from such judgment.

17.0 AUTOMATIC TERMINATION UPON THE CONCLUSION OF THE TERM OF THIS AGREEMENT

Unless extended by the mutual written consent of the parties, this Agreement will terminate automatically upon expiration of the Agreement at the end of the Agreement's Term as set forth in Section 2.0 above. Following the termination of this Agreement under this Section, the Parties' duties to one another shall cease except for those obligations that shall survive the termination of this Agreement, including, but not limited to, the District's payment obligations and the Contractor's duties to insure and/or indemnify the District and to cooperate with any audit. Automatic termination of this Agreement pursuant to this Section shall not limit either of the parties' remedies for any breach of this Agreement.

18.0 TERMINATION FOR CONVENIENCE BY THE DISTRICT

The District may terminate this Agreement for convenience, for any reason or no reason at all, on fourteen (14) days advance written notice to Contractor. This advance written notice shall be deemed to have been given on the date the notice is sent by the District to the address for written notices provided below by hand delivery, U.S. Mail, commercial delivery service, such as Fed Ex or UPS, or fax. If this Agreement is so terminated, then the District shall only pay Contractor for goods and/or services provided by Contractor and accepted by the District up to, through, and including the date of termination. Following the termination of this Agreement under this Section, the parties' duties to one another shall cease except for those obligations that shall survive the termination of this Agreement, including, but not limited to, the District's payment obligations and the Contractor's duties to insure and/or indemnify the District and to cooperate with any audit. Termination of this Agreement pursuant to this Section shall not limit either of the parties' remedies for any breach of this Agreement.

19.0 TERMINATION FOR CAUSE BY THE DISTRICT

The District may immediately terminate this Agreement for cause for any of the following reasons:

- A. Contractor has breached the terms of this Agreement and has failed to cure the default within ten (10) days of the delivery of the written notice of default as provided in this Agreement;
- B. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, have engaged in or expressed an intent to engage in conduct that the District considers to pose an undue risk of causing personal injury to any person or property damage to any property;
- C. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, is charged with a federal, state or local crime (even if the allegations are ultimately proven to be untrue) or is convicted of a federal, state, or local crime, other than a misdemeanor traffic violation;
- D. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, is alleged to have committed professional malpractice or violated any professional code of conduct applicable to Contractor (even if the allegations are ultimately proven to be untrue) or has been determined by a court of law, professional association, or government agency, to have committed professional malpractice or violated a professional code of conduct applicable to Contractor; or
- E. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, is alleged to have engaged in the sexual harassment or sexual abuse of any person or alleged to have violated any federal, state, or local employment laws (even if such allegations are ultimately proven to be untrue) or is determined by a court of law or government agency to have actually engaged in sexual harassment or sexual abuse or to have actually violated a federal, state, or local employment law. For the purposes of this Agreement, sexual harassment shall be defined as "Unwelcome sexual advances, requests for sexual favors, and all other verbal or

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physical conduct of a sexual or otherwise offensive nature, especially when 1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; 2) submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or 3) such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.”

Termination for cause shall be effective immediately on the date The District sends a written notice of termination for cause to Contractor by hand delivery, U.S. Mail, commercial delivery service, such as Fed Ex or UPS, fax, or email to Contractor to the address for written notices provided below.

If this Agreement is terminated for cause pursuant to this Section, then the District shall pay Contractor for goods and/or services provided by Contractor and accepted by the District up to, through, and including the date of termination, unless the District indicates to withhold payment to the Contractor because the District contend that the Contractor owes the District money under this Agreement or for any other reason.

Following the termination of this Agreement under this Section, the parties' duties to one another shall cease except for those obligations that shall survive the termination of this Agreement, including, but not limited to, the District's payment obligations and the Contractor's duties to indemnify the District and to cooperate with any audit. Termination of this Agreement pursuant to this Section shall not limit either of the parties remedies for any breach of this Agreement.

20.0 TRANSFER OF PROJECT RECORDS FOLLOWING TERMINATION

Following the termination of this Agreement for any reason, Contractor, without additional compensation, will provide any and all records relating to the goods and/or services provided by Contractor pursuant to this Agreement to the District and any other vendors that the District may engage to provide the same or similar goods and/or services in the future. Without additional compensation, Contractor shall in good faith cooperate with the District and any other vendors that the District may engage to ensure a smooth transition from Contractor to another vendor and to minimize any disruption in the provision of goods and/or services provided by the Contractor to The District

DOCUMENT CONTINUED ON PAGE 10

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Required Submittals:

1. Contractor Affidavit Form
2. Subcontractor Affidavit (if needed)
3. Sub-Subcontractor Affidavit (if needed)
4. Current Business License
5. Certificate of Insurance (with limits as stated above)
6. W-9
7. Reference Sheet

Hubert Middle School – Lump Sum Cost	\$
The STEM Academy @ Bartlett Middle – Lump Sum Cost	\$
Georgetown K-8 – Lump Sum Cost	\$
Southwest Middle School – Lump Sum Cost	\$
TOTAL COST for All (4) Schools	\$

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

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

Name of Firm Submitting Bid _____

Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

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

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ 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

SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

QUOTE #M19589
Emergency Gym Floor Renovation for (4) Schools

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: _____