



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

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Replacement of HVAC in Cafeteria at Coastal Middle School**. 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 **08/05/2014 11:00:00 AM** at which time they will be publicly opened and examined. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development Information (LMWBE) document found in this packet marked "No Bid". All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Tuesday, 07/22/2014 at 09:00:00 AM in the cafeteria of Coastal Middle School, 4595 US 80 East, Savannah, Georgia 31410. Bidders will meet at the front entrance..

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

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

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

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

Sincerely,

Sabrina Scales  
Purchasing Director

## INVITATION TO BID #15-10

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 **Replacement of HVAC in Cafeteria at Coastal Middle School** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

### I. Standard Terms and Conditions of Bid

#### A. Pricing

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

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

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

#### B. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

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

All invoices should be mailed to:

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

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

### ***C. General Specifications/Scope of Work***

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

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

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

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

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

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

### ***D. Discontinuation of Equipment***

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

### ***E. Submittal of Objections***

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

### ***F. ITB Interpretations/Addenda***

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

Savannah-Chatham Board of Public Education  
Attn.: Margaret Disher, CPPB  
Lead Buyer  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will 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, 07/23/2014 05:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the **close of business on 07/24/2014 05:00:00 PM.**

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

#### ***G. Failure to Bid***

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

#### ***H. Errors in Bids***

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

#### ***I. Standards of Acceptance of Bid Proposal for Contract Award***

The Board reserves the right to reject any and all bids and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation 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. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal.

The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

***L. Cancellation/Default of Contract***

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

***M. Certification of Independent Price Determination***

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

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

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

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

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

***O. "Responsive" Bidder Criteria***

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

***P. Qualification of Bidder***

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

### ***Q. Bid Clarification***

The Board reserves the right to request clarification of information submitted and to request additional information from any and all bidders.

### ***R. Compliance with Specification/Terms and Conditions***

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

### ***S. Award of Contract***

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

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

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

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

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

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

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

### ***T. Vendor Performance***

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

### ***U. Signed Bid Considered Offer***

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

## **II. Bid Submittal Instructions**

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

### **A. Completion of Certification Form and LMWBE Program Information Form**

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

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

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

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

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

### **B. Completion of Bid Submittal Form**

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

### **C. Bid Preparation and Submittal**

All bids shall be:

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

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

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

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

\* Bids submitted by facsimile transmission will not be accepted.

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

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid proposal constitutes an offer and may not be withdrawn except as provided herein.

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

### ***III. Special Terms and Conditions***

The bidder agrees that the Board shall have the right to place purchase orders referencing 15-10 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

#### ***A. Pricing***

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

**OR**

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

#### ***B. Performance Bonds***

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

#### ***C. Samples/Demonstrations***

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

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

#### ***D. Warranty***

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 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.



**CERTIFICATION FORM  
BOARD OF PUBLIC EDUCATION**

**FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**

**ITB # 15-10**

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. By \_\_\_\_\_  
*Name (printed)*

\_\_\_\_\_  
*Title Signature*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Address (Street, City, State, Zip)*

\_\_\_\_\_  
*Phone No. Fax No.*

\_\_\_\_\_  
*Federal Taxpayer I.D. No. e-Verify No.*

\_\_\_\_\_  
*Contact Person for This Bid Phone Number*

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

1. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

2. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

3. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Acknowledge Receipt of Addendum(s) # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_



**Local and/or Minority/Woman Business Enterprise Development Information**

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

OFFEROR: \_\_\_\_\_ Bid # \_\_\_\_\_

Please check ownership status as applicable:

\_\_\_ Local \_\_\_ Woman

\_\_\_ African American \_\_\_ Hispanic

\_\_\_ Majority \_\_\_ Non-Local

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

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

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

**HOW DID YOU HEAR ABOUT THIS ITB?**

(This information is for statistical use only.)

\_\_\_ City of Savannah, Department of Economic Development \_\_\_ The Herald Legal Ad

\_\_\_ Received Request for Qualifications by Mail \_\_\_ Savannah News Press Legal Ad

\_\_\_ The Savannah Tribune Legal Ad \_\_\_ Visiting the Purchasing Office

\_\_\_ Other \_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor Name of Project

\_\_\_\_\_  
Name of Public Employer

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

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

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**DISCLOSURE OF RESPONSIBILITY STATEMENT**

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

I, \_\_\_\_\_,  
Name of Individual Title & Authority

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

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

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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**BID SUBMITTAL FORM**

**ITB #15-10**

QUANTITY: 1 /TOTAL\*

*\*Price includes removal and disposal of existing HVAC unit, purchase and installation of new HVAC unit, all overhead, labor, travel time, per diem, materials, supplies, equipment. standard warranty period, maintenance during warranty period, insurance, taxes, etc. for a "turn-key" project.*

DELIVERY OF UNIT: /DAYS OF RECEIPT OF NOTICE TO PROCEED

PROJECT COMPLETION: /DAYS OF RECEIPT OF NOTICE TO PROCEED

STANDARD MANUFACTURER'S WARRANTY OFFERED: /MONTHS

EXTENDED WARRANTY OFFERED: /YEARS

ANNUAL COST FOR EXTENDED WARRANTY: /YEAR

ANNUAL SERVICE AGREEMENT COST: /YEAR\*

*\*After Standard Warranty Period*

AUTHORIZED SERVICE PROVIDER:

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of one-hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To accomplish the work in accordance with the contract documents and specifications.
4. I will deliver and complete installation as outlined in the specification documents.

Firm submitting bid:

Title of individual submitting bid:

Name of individual submitting bid:

Address:

City: \_State: \_Zip:

Telephone Number: Fax:

Email Address:

Service Center Address:

City/State/Zip:

Customer Service Telephone Number:

AFTER HOURS/EMERGENCY CONTRACT REPRESENTATIVE:

Name/Title:

Phone Number: \_ PAYMENT TERMS: 2%10/NET 40 ACCEPTED: /YES /NO

---

## **ATTACHMENT "A"**

### **SPECIFICATIONS**

**ITB #15-10**

#### **Replacement of HVAC in Cafeteria at Coastal Middle School**

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

**The project specifications listed in this section supersede any contradictory references made in the General Terms and Conditions of this solicitation package.**

#### **1.0 CONE OF SILENCE:**

From the issue date of this Invitation to Bid until completion of the entire selection process and announcement of award recommendation, 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 to Bid. Violation of this provision may result in rejection of the Bidder's response.

#### **2.0 GENERAL INTENT:**

The purpose of this solicitation is to establish specifications for the replacement of a 20 ton Water Source Heat Pump in the cafeteria of Coastal Middle School, located at 4595 US Highway 80 East, Savannah, Georgia, 31410, for the Savannah-Chatham County Public School System, herein after referred to as the "District".

#### **3.0 AUTHORITY:**

Each party warrants that such party has full power and authority to enter into and to perform under a contract (if awarded) as a result of this solicitation. The person signing on behalf of each party represents that such person is duly authorized to enter into a contract on behalf of such party.

#### **4.0 DESCRIPTION:**

The successful bidder will be required to provide all equipment, labor and materials to perform the Scope of Work requirements stated herein "Turn key". This procurement will result in a "one time" service contract. Any deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response. In the event that a bidder is offering another manufacturer and/or model number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the bidder. All determinations for acceptability of equal or alternate materials or equipment shall rest with District staff and their decision is considered final. All requests for material or equipment



substitutions must be submitted for prior approval in accordance with Section 6.0.

**5.0 BID BOND AND PERFORMANCE/PAYMENT BOND REQUIREMENTS: \*\*\*\*NOT APPLICABLE\*\*\*\***

Bidders are required to submit with their bid a Bid Bond in the form of (a) Bid Bond payable to the Savannah-Chatham County Public School System, Chief Financial Officer; or (b) a bank draft, cashiers check, or money order payable to the order of the Savannah-Chatham County Public School System, Chief Financial Officer. The Bid Bond will be in the amount not less than five percent (5%) of the total bid amount as a guarantee that the Bidder will, within fifteen (15) days after the date of the conditional award of a contract, execute an agreement as required by the contract documents, if its' bid is accepted. Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a Surety Company approved by the District, that has the minimum equivalency of a Best and Company A-X Rating. If Successful Bidder fails to execute and file any Agreement or fails to furnish any bond, insurance, or document required by the contract documents, the bid security submitted with bid will be forfeited as liquidated damages. Successful Contractor will be required to provide a performance/payment bond within fourteen (14) days of intent to award a contract if the total project cost exceeds \$100,000.

**6.0 INTERPRETATION OF THE TERM "EQUAL":**

The Savannah-Chatham County Board of Education reserves the right to determine the quality of articles bid as alternates, equal or approved equal and further reserves the right to reject any and all articles so judged as not equal. **The specifications contained herein are for a Snyder General. All requests for material and/or equipment substitutions must be submitted prior to the July 23, 2014 deadline. Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved equal.** If any person contemplates submitting a bid is in doubt as to the true meaning of any part of the conditions and/or specifications, he may submit to the District a written request for any interpretation thereof prior to the specified deadline to allow sufficient time, if required, for a reply to reach all those who received an invitation to bid and to be acted upon, if necessary, before the time and date of bid opening. The District will not be responsible for any other interpretations or explanation of the specifications.

**7.0 PERFORMANCE PERIOD:**

This bid will establish a contract to remain open until all equipment, materials and services have been delivered and accepted by the Savannah-Chatham County Public School System representative. Bidder will state a guaranteed delivery period for the HVAC Unit and the project completion period (upon the receipt of Notice to Proceed) on the bid proposal sheet.

**8.0 ACCEPTANCE PERIOD:**

A one-hundred twenty (120) day period from bid opening date is generally allowed to review and evaluate all responses. The District attempts to complete all procurement processes prior to the end of a one-hundred twenty (120) day period.

**9.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point

**10.0 INQUIRIES:**

Interested bidders may contact the District to get clarification of the bid proposal. ALL INQUIRIES MUST BE RECEIVED NO LATER THAN 5:00 P.M. JULY 23, 2014. All questions will be directed in "writing" to

the attention of Mrs. Margaret Disher, CPPB, Lead Buyer, Savannah-Chatham County Public School System, 208 Bull Street, Room 213, Savannah, Georgia, 31401 or by fax to (912) 201-7648. EMAIL INQUIRIES WILL NOT BE ACCEPTED. No employee of the District is authorized to interpret any portion of the bid or 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 each bidder by written addendum. No questions will be answered by phone.

#### **11.0 SITE VISITATIONS:**

Bidders are encouraged to familiarize himself with the job site and all aspects of the scope of service requirements prior to submitting a bid. Additional site visitations can be arranged (by appointment only) by contacting Mr. Carey Stark, PE, Maintenance Director, SCCPSS at (912) 395-5563.

#### **12.0 PRICING AND DELIVERY:**

Price per unit will include a standard 12 month manufacturer warranty (minimum), all applicable freight, delivery, installation, and inspection services, all equipment, parts, tools, supplies, labor, travel time, disposal and transportation costs, insurance, taxes, per diem, fuel surcharges, etc., to required to perform the scope of work and specifications provided herein "turn-key". Bidder will also state any additional costs associated with any extended warranties and/or service agreements offered on the HVAC Units after the standard 12 month warranty period. All work will be completed during normal business hours unless approved in advance (in writing) by the District's contract representative. The District reserves the right to accept or reject any bid as deemed to be in its best interest.

#### **13.0 SCOPE OF WORK:**

The successful Bidder, herein after referred to as the "Contractor" will be required to comply with the following Scope of Work requirements:

- Contractor will furnish, remove and dispose of the existing unit and will install new unit in the existing location to include new flexible hoses that Contractor will install to existing hard pipe water lines to the unit. The existing unit is a 20 ton capacity Snyder General Unit. Bids for Equal or Equivalent Equipment that maintains system compatibility and existing placement configuration and installation requirements that are pre-approved by the District in accordance with Section 6.0 will be accepted.
- Contractor will reclaim all Freon in accordance with EPA regulations.
- Contractor will remove low voltage wiring Freon the existing unit and re-install on new unit, to emergency management system, fire alarm system, etc.
- Contractor will remove old supply duct work and will reconnect to new unit; 26" x 56".
- Contractor will remove old return duct work and reconnect to new unit; 28" x 38".
- Contractor will reroute water supply and return from old unit to new unit using new hoses or equal or better quality than that of the existing hoses.
- Contractor will reroute power from old unit to new 460 VAC 3-Phase unit.
- Contractor will tie in drain to sink in room.
- Contractor will verify proper Freon charge on unit and will start-up unit.
- Contractor will start-up unit and check for proper operation.
- Contractor will inspect unit and provide the District with a copy of the Manufacturer's warranty.
- Contractor will train District Maintenance Staff Technicians on the proper operation, routine maintenance and any preventive maintenance requirements for the newly installed unit.

The Location/Room Number, Model Number, Serial Number, and Unit type of the HVAC unit to be replaced is as follows:

Location: Cafeteria  
Manufacturer: Snyder General or Pre-Approved Equal  
Model: LHP27CP  
Serial#: 7XA678101  
Type: 460 VAC; 3 Phase

#### **14.0 SCHEDULING OF WORK:**

All work will be scheduled with the District's Contract Representative, Mr. Carey Stark, Director, Maintenance or his designee. All work will be performed during normal business hours. Contractor will be required to sign in and out at the front desk of the school during school hours.

#### **15.0 WARRANTY REQUIREMENTS:**

Standard manufacturer warranties shall apply to all equipment, parts, and supplies provided under a resulting contract. The Contractor will guarantee that all products provided are free of material defects and/or workmanship for a minimum period of twelve (12) months from the date of installation acceptance by the District. Any additional warranties offered shall be clearly stated in the bid documents. If, during the warranty period, such faults develop, the Contractor will agree to immediately replace the unit or the part affected without any additional cost to the District. **All equipment and parts provided will be "new". Factory seconds, discontinued, re-manufactured, re-built, used and or surplus equipment will not be accepted. Contractor must provide a copy of the manufacturer warranty to the District upon installation of the new units.**

#### **16.0 MINIMUM CONTRACTOR QUALIFICATIONS:**

- A. The Contractor must be bonded, registered and licensed within the State of Georgia.
- B. The Contractor must be an organization existing for the primary purpose of providing Heating and Air Conditioning Services and will provide the District with a copy of their Current Business License/Tax Certificate.
- C. The Contractor must be authorized by the manufacturer to provide the types of products and services specified and must have a demonstrated a past history of responsiveness, technical expertise and professionalism.
- D. Contractor's service technicians who will have the responsibility of providing the services requested must be authorized by and trained by the equipment manufacturer to install, service and inspect their equipment. A list of the manufacturer approved service technicians that will be assigned to project will be submitted with bid.
- E. The Contractor will submit a minimum of three (3) references, that the Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein. References will be identified on the Certification Form and will include current contact information and fax number..
- F. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal Electrical and Mechanical codes.
- G. The Contractor must demonstrate its ability to meet all Bonding (as applicable) and the Insurance requirements identified on Attachment "B".
- H. The Contractor must demonstrate its financial stability by providing to the District (upon written request) with a copy of their most recent Audited Financial Statement.
- I. The Contractor must comply with all Federal Work Authorization Program requirements under O.C.G.A. 13-10-91.

### **17.0 LIQUIDATED DAMAGES:**

The District will reduce the Contractor's invoice in the amount of **\$500/PER DAY** for 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. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

### **18.0 SUBMITTALS & ATTACHMENTS:**

Bidder is required to enclose with bid the following forms, certifications and licenses. Failure to do so may result in bid being deemed as non-responsive.

- A. References (Page 9) Preferably of municipal agencies or similar facilities located within the State of Georgia.
- B. Disclosure of Responsibility Statement.
- C. Certificate of Insurance or Letter from Insurer Stating the Bidders Ability to meet all Insurance Requirements (Limits shown on Attachment B; Successful Contractor will list the District as a Certificate Holder)
- D. Copy of 2014 Business License/Tax Certificate.
- E. Copy of Current State of Georgia Licenses.
- F. Copy of Manufacturer Data Sheets/Equipment Specifications.
- G. Standard Manufacturer's Warranty.
- H. Extended Warranty (as applicable).
- I. Completed W-9 form.
- J. Contractor and all Subcontractor Affidavit Forms O.C.G.A. 13-10-91.
- K. List of Manufacturer Approved Technicians that will be assigned to project.

### **19.0 INVOICES:**

Original invoice shall be mailed or hand delivered to:

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

The District's payment terms are 2%10/Net 40. The District will process payment upon receipt of a correct invoice and all required documents.

Copies of all invoices, along with a signed receiving acceptance report (checklist), equipment warranties, and recycling credit made payable to the Savannah-Chatham County Public School System will be submitted to the attention of Mr. Carey Stark, P.E., Director, Maintenance and Operations, Savannah-Chatham County Public School System, 2219 Gamble Road, Savannah, GA 31410, (912) 201-5494 Fax.

### **20.0 BASIS OF CONTRACT AWARD:**

A contract, if award, will be awarded to the lowest responsive and responsible bidder whose bid is deemed to be the most advantageous to the District. The resulting contract will be conditional upon the bidders ability to comply with the requirements set forth herein, which includes, but is limited to prior performance on a similar contract with the District. Contractor will not begin work without an executed contract and Notice to Proceed and/or purchase order issued by the Savannah-Chatham County Public

School System's Purchasing Department. This is a one time service contract.

**21.0 TECHNICIAN QUALIFICATIONS:**

The personnel used in conjunction with the resulting contract shall be fully trained and qualified to perform the work. Contractor's installers who will have the responsibility for providing services under the resulting contract shall be authorized by the manufacturer to perform the type of services described herein. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia, that Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein.

**22.0 DAMAGE:**

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

**23.0 CLEANING-UP:**

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

**24.0 PROTECTION AND STORAGE OF MATERIALS:**

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

**25.0 SUPERVISION:**

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

**26.0 BACKGROUND CHECKS:**

The 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 their right to request a security/background check. All requests for background checks will be made through the District's Purchasing Department. The Contractor will 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 termination of the contract.

**27.0 PERSONNEL:**

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

- The qualifications of any "new employee" 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.
- 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.
- The use of tobacco or tobacco products on Board property is prohibited by State law.
- The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.
- 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.
- 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.
- Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable Board 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.

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

### **28.0 OCCUPATIONAL SAFETY AND HEALTH ACTS:**

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

### **29.0 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.

### **30.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:**

Contractor is required to complete the Contractor Affidavit Form under O.C.G.A. § 13-10-91(b) (1) verifying its compliance with Georgia State Law. The State law requires that every employer and every private employer that contracts for the physical performance of services for all contract with the 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 Contractor Affidavit Forms must be notarized and all affidavits are subject to open records.

### **31.0 ROYALTIES AND PATENTS:**

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

### **32.0 TERMINATION OF CONTRACT FOR CAUSE/CONVENIENCE:**

The District reserves the right to terminate this agreement, or any part hereof for cause or it's sole convenience. In the event such termination, the Contractor will immediately stop all work hereunder. In the event of a termination for cause, the District will not be liable to the Contractor for any amount for supplies or services, not accepted, and the Contractor will be liable to the District for any and all rights and remedies due as a result of the cancellation of this agreement. If it is determined that the District improperly terminated this contract for cause, such terminations shall be deemed a termination for convenience. The District reserves the right to cancel any contract if and when services are determined to be unsatisfactory. The District's Purchasing Director shall be the sole judge in this matter.

### **33.0 TERMINATION FOR CAUSE/DEFAULT:**

If the Contractor fails to deliver goods or to provide services in accordance with the contract's terms and conditions, the District, after due oral and written notice, may procure them 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 with the District may have. Specifically, if, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Contractor 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 will not be relieved of any liability to the District for damages sustained by the District by any 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.

### **34.0 TERMINATION FOR LACK OF 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.

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## **ATTACHMENT "B"**

### **INSURANCE REQUIREMENTS**

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

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



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## ATTACHMENT C

### **LMWBE BUSINESS PARTICIPATION PROGRAM**

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

## **DEFINITIONS OF LMWBE**

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

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

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

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

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

**ATTACHMENT C - Exhibit #1**

**PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID NO.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ TOTAL BID AMOUNT: \$ \_\_\_\_\_

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

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

WOMEN PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

OTHER MINORITY PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**ATTACHMENT C - EXHIBIT #2**

**GOOD FAITH EFFORTS REQUIREMENTS**

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

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

**ATTACHMENT C - EXHIBIT #3**

**JOINT-VENTURE DISCLOSURE STATEMENT**

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

Joint venture firms	Level of work	Financial participation

**ATTACHMENT C - Exhibit #4**

**LMWBE MONTHLY REPORT**

NAME OF CONTRACTOR/CONSULTANT: \_\_\_\_\_

BID NO: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

**Notes:**

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

**2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM.**

LMWBE FORM 4 BID #15-10