



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 **Water Treatment Services**. 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 **04/20/2010 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.**

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 or the County of Chatham.

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

Sincerely,

Sabrina Scales
Purchasing Director

INVITATION TO BID #10-76

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 **Water Treatment Services** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. Pricing

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

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

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

B. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

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

All invoices should be mailed to:

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

Savannah, GA 31401

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

C. General Specifications/Scope of Work

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

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

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

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

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

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

D. Discontinuation of Equipment

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

E. Submittal of Objections

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

F. ITB Interpretations/Addenda

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

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

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will 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, 04/09/2010 02:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the **close of business on 04/12/2010**.

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

G. Failure to Bid

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

H. Errors in Bids

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

I. Standards of Acceptance of Bid Proposal for Contract Award

The Board reserves the right to reject any and all bids and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation 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 10-76 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

A. Pricing

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

OR

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

B. Performance Bonds

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

C. Samples/Demonstrations

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

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

D. Warranty

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

**CERTIFICATION FORM
BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB # 10-76**

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

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

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

Title Signature

Company

Address (Street, City, State , Zip)

Phone No. Fax No.

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

Contact Person for This Bid Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

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



Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: _____ Bid # _____

Please check ownership status as applicable:

____ Local ____ Woman

____ African American ____ Hispanic

____ Majority ____ Non-Local

Name, Title Authorized Signature Date

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

Notary Public; My Commission Expires: _____

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

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

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

____ The Savannah Tribune Legal Ad ____ Visiting the Purchasing Office

____ Other _____

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

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

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:
THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE
SUBCONSULTANT/SUPPLIERS

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

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

Signature

State of _____

County of _____

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

BID SUBMITTAL FORM

ITB #10-76

Water Treatment Services

Bid Submittal

Bidder(s) shall submit two (2) original documents with one (1) CD-ROM in Word format

1.

BASE BID:

The undersigned agrees, if awarded the Contract, to execute and totally complete the work in accordance with the Contract Documents for the stipulated sum of:

\$ _____ Per Month: \$ _____ Extension (per year)

2. When other changes in the work, not covered in the contract documents and involving added cost, are directed to be performed on a cost-plus fixed fee basis, such fee shall include all direct and indirect costs, supervision, overhead, bond costs and profit. Contractor's combined profit and overhead on Change Orders shall not exceed 15 percent (15%) for direct costs and 7 percent (7%) for subcontract costs. Subcontractor's combined profit and overhead on change orders shall not exceed 15 percent (15%).

3. Costs due to the State of Georgia and/or local municipalities for Sales and Use Taxes shall be included in all proposals.

PAYMENT TERMS: _____

WATER TREATMENT SERVICE CAN BEGIN WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ADDENDUM RECEIVED: (Y) _____ (N) _____ (N/A) _____

EMAIL ADDRESS: _____

COMPANY NAME: _____

CONTACT PERSON: _____

ATTACHMENT "A"

SPECIFICATIONS

ITB #10-76

Water Treatment Services

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

GENERAL INTENT: The intent of this solicitation is to establish an annual contract for "Water Treatment Services" for use by the Board's Maintenance and Operations Division throughout the school district as required.

BID ACCEPTANCE PERIOD:

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

PERFORMANCE PERIOD: This solicitation will establish a contract to remain open for a one-year period with an option to renew for (2) additional one-year periods at the same terms and conditions if agreed to by both parties. Prices submitted for this solicitation shall be firm for a period of one year from the date of award. **No surcharge, fuel charge or any other increase shall be honored during the contract period.**

BASIS OF AWARD: If awarded, consideration will be given to any previous documented performance for the Board as to the quality of service and merchandise and with regard to the bidder's ability to perform, should he/she be awarded the bid. The Board reserves the right to accept that bid which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest bid.

PRICING:

Bidders shall submit a total lump sum price per month/year. Pricing for all permits, labor, materials, equipment and supervision to perform the water treatment services shall be included in the lump sum price.

Required work outside of the scope of the contract when authorized by the Board shall be priced on a cost-plus fixed fee basis, such fee shall include all direct and indirect costs, supervision, overhead, bond costs and profit. Contractor's combined profit and overhead on Change Orders shall not exceed 15 percent (15%) for direct costs and 7 percent (7%) for subcontract costs. Subcontractor's combined profit and overhead on change orders shall not exceed 15 percent (15%).

TRANSITION PERIOD:

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

REFERENCES:

Each bidder must provide a list of at least three references for whom similar services have been provided within the past five (5) years. Each list shall include the name of the company or entity, the point of contact and telephone and fax numbers. Bidders are also required to submit a list of all terminated contracts within the past five (5) years and the reason for termination.

WORKMANSHIP :

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work. Vendors shall be responsible for damages caused by faulty workmanship.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID:

If an Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, he/she shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addendum and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System's Purchasing Department.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the Bidder(s).

INQUIRIES

Interested Bidders may contact the DISTRICT to get clarification of the proposal. All inquiries must be received no later than 2:00 PM April 9, 2010. All questions should be directed to Vanessa M. Kaigler, Director, in writing, to SCCPSS, 208 Bull Street, room 213, Savannah, GA, 31401 or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders of record.
No responses will be provided by telephone or e-mail.

Silence of specifications:

The apparent silence of any specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement.

SCCPSS SITE SECURITY:

All personnel must coordinate with the site's front office or security personnel and the Director of Maintenance & Operations. Contractor's employees must be properly identified. All personnel must remain in the assigned work area.

It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The SCCPSS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

Contractors Personnel: Contractor's staff shall be properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any SCCPSS facilities. Each technician performing work for the SCCPSS must carry a picture ID issued by the State of Georgia (drivers license or State issued ID) that shall be presented upon request while on the District's property. This provision will be strictly enforced.

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

Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others. The Contractor is not to use any Day Labor or Temporary Workers at any SCCPSS facility. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.

Communications: Contractor must provide a means to receive direct communications from the SCCPSS. Contact means shall be by phone, radio, or pager.

Possession of firearms will not be tolerated on SCCPSS property; nor will violations of Federal and State laws and any applicable SCCPSS policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this Invitation to Bid.

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

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

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

DEBRIS REMOVAL:

The Contractor shall be responsible for removal of all debris from the site and cleaning work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a SCCPSS representative, shall remove such debris and materials from property.

INDEMNITY

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

TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver the water treatment services in accordance with the contract terms and conditions, the Board, after due oral or written notice, may procure them from other sources and hold the bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Board may have.

Specifically, if, through any cause, the bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the bidder violate any of the covenants, agreements, or stipulations of this contract, the Board 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 bidder shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of contract by the bidder. The Board may withhold any payments to the bidder for the purpose of set off until such time as the exact amount of damages due to the Board from the vendor is determined.

TERMINATION FOR CONVENIENCE:

The Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of Board. Any such termination shall be effected by delivery to the vendor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the vendor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

SYSTEMS LISTING:

A list of the schools and operating systems may be accessed on our Web Site "www.sccpss.com" go to Bidders & Vendors and then to Bids & RFPs. Click on Bid 1076 Water Treatment Services and open the following pdf. or by requesting a copy by sending an e-mail to joanna.martin@sccpss.com.

**SCOPE OF WORK
WATER TREATMENT SERVICES**

A. The Contractor shall provide labor and materials for complete waterside protection through the treatment of water used for chilled water and heating closed loops and evaporative cooling tower / condenser systems and equipment as indicated in the attached list and located at various facilities in the Savannah Chatham County Public Schools. The complete water treatment program shall provide for the prevention of those conditions enumerated in the section identified as "Performance Specifications."

B. The cost of the contract shall be based on the price and quantities of chemicals, price of other materials, and the cost of labor to be provided to effect the "Performance Specifications" herein.

C. The Contractor shall provide labor and materials to maintain the water softeners installed on the Owner's systems; list attached.

D. The cost of chemicals to maintain proper treatment levels for each system is based on normal system integrity allowing for sampling, bleed, gland leakage, etc. Relief from the quoted costs must be requested in writing with documentation of the integrity of any system is broached or compromised. The Contractor is urged to submit any such relief requests promptly.

E. Operational requirements may dictate a change to the chemical treatment program to achieve the desired program goals. The Contractor shall provide for the supply of such additional materials even though they are not part of the original treatment program. Such additional treatment requirements shall be incorporated into the contract by a formal change order to the contract.

F. All work performed under this contract shall comply with the regulations and accepted practices of the State of Georgia and the United States, for chemical use and handling.

G. All chemicals for boiler treatment shall be manufactured and applied in compliance with Food and Drug Administration guidelines, Section 21. Chemicals for boiler treatment must be "food grade" and biodegradable, requiring no special disposal beyond drainage through the sanitary sewer system.

H. The Contractor shall be responsible and liable for any waterside physical damage resulting from negligence by its employees or representatives.

I. The Contractor shall conduct sufficient training of SCCPS personnel to allow them to assure proper operational control by observation and testing.

J. The Contractor shall be available for emergencies on a twenty-four hour basis for telephone consultation and shall maintain an up to date list of contact phone numbers with SCCPS, Maintenance and Operations Department. The Contractor shall have a representative available for on-site consultation within 48 hours if so requested by the Owner.

K. The Contractor shall inspect and test each boiler or cooling tower system not less than once per month. SCCPSS reserves the right to request field services of the Contractor on a more frequent basis during start-up of systems or during periods of anomalous operation as it deems necessary at no additional cost. The Contractor shall inspect and test closed loop systems not less than once per calendar quarter.

L. The Contractor shall determine the proper chemical feed or injection rates, cycles of concentration, blow down rate, bleed rate, and / or make up rate to ensure proper operation of each system to achieve the "Performance Specifications." Contractor's personnel shall ensure that the proper equipment is in place, that it is all properly operating, that there are sufficient stores of chemicals in each location and that the proper amount is being fed or injected at the proper times. Contractor's personnel shall also ensure that the proper cycles of concentration, blow-down or bleed rates and the proper make-up rates are being maintained to ensure proper operation of the program in accordance with the "Performance Specifications".

M. The Contractor shall be present at all waterside inspections. Owner shall provide one week's notice of any waterside inspections.

N. The Contractor shall provide, at the beginning of each year of treatment an executive summary of existing conditions in all systems covered under this contract. The summary shall include at a minimum for each system the following:

1. Existing water chemistry
2. Estimated evaporation
3. Blow-down, bleed, make-up or condensate return rates
4. Proposed treatment chemicals
5. Planned dosage levels, control limits, and required analyses

O. The contractor shall provide analyses of make-up water on a timely basis, but no less than one per month, to ensure proper adjustment of treatment levels based on make-up water chemistry.

P. The Contractor shall accept for analysis any water samples take by the Owner when conditions are suspect. A full analysis report shall be submitted on any such sample within five (5) working days.

Q. The Contractor shall determine the appropriate chemical residual levels and the procedures for the maintenance of those levels to ensure that the water treatment program meets the "Performance Specifications".

R. The Contractor shall conduct biological studies of biocide-treated systems on a monthly basis and report the results to the Owner. These may be reduced to a quarterly schedule if the Owner concurs that the treatment program is meeting the "Performance Specifications". Owner retains the right to return to a monthly schedule if evidence shows that the treatment program does not meet the performance standards. On the basis of these studies, the Contractor shall modify the treatment program to meet the "Performance Specifications".

S. The Contractor may sub-contract analytical services required by these specifications, but not the actual treatment and sampling services. Sub-contracting shall not relieve the Contractor of responsibility for meeting the "Performance Specifications".

T. The Contractor shall submit a monthly written report for each system presenting the following:

1. Results of all analyses
2. Findings of all inspections
3. Interpretation of the results and findings
4. Any deviations from the performance standards
5. Changes needed to meet the standards
6. Immediate actions for remediation
7. As-found, as-left conditions
8. Inspector's name

Such reports shall also be conveyed to the Owner's representative in electronic form using Microsoft WORD.

U. The Contractor shall advise the Owner in writing of the need for actions such as de-scaling, acid cleaning, mechanical cleaning or any other normal periodic maintenance needed to maintain the ability of the system to meet the "Performance Specifications".

V. The Contractor shall, at the Owner's request, conduct heat transfer efficiency studies on each system. Studies conducted at the inception of the contract shall determine baseline capability of each system. Periodic studies will be used to determine the Contractors performance in maintaining and improving the efficiency of the systems.

W. The Contractor shall perform tests for Legionella on all Cooling towers once per year and submit a report of the results of such testing to the Owner. The Contractor shall recommend a program of treatment to control Legionella if testing indicates elevated levels.

X. The Contractor shall provide information and assistance for maintaining proper waterside system protection when seasonal weather changes the operation of the systems. This includes, but is not limited to, wet or dry lay-up, draining of cooling towers and winterization of related cooling systems.

Y. The Contractor shall submit labor rates and repair materials mark-up for repairs outside the scope of this contract. The Owner shall authorize suggested repairs by the Contractor only upon receipt of a written estimate and issuance of a Purchase Order for such repairs. Emergency repairs may be begun upon receipt by the Contractor of a Purchase Order number.

Z. The Contractor shall submit estimates of the cost for installation and the additional cost for maintenance under this contract of

additional water softeners.

AA. Term of Contract: The base term of this agreement shall be for a period of one year from 1 NOV 06 through 31 OCT 07. At its option, SCCPS may elect to renew this contract for an additional year at the same terms and conditions specified in the original contract.

BB. System Listing: A list of the schools and operating system subject to the contract is attached.

CC. References: Each bidder must provide a list of at least three references for whom similar services have been provided within the past five (5) years. Each list shall include the name of the company or entity, the point of contact and telephone number. Bidders are also required to submit a list of all terminated contracts within the past five (5) years and the reason for termination.

DD. The Contractor may use automated controllers, analyzers and feeders, with the concurrence of the Owner.

Performance Specifications

General

1. Water treatment programs designed for Savannah Chatham County Public Schools waterside systems shall provide for:
 - a. The prevention of biological fouling, deposition of scale, corrosion beyond specified limits, the appearance of slime, mold, rot, fungus, bacteria, algae and their products
 - b. The prevention of pitting or other loss of metal beyond specified limits
 - c. The prevention of the appearance of sludge or "gunk"
 - d. The reduction of corrosive properties of the fluids handled
 - e. The passivation of waterside surfaces
 - f. Maintenance of suspended solids and semi-solid colloidal materials in suspension
 - g. Prevention of any other deleterious or inefficient conditions affecting waterside surfaces of treated systems, including reducing existing conditions of this nature.
2. All treatment chemicals supplied shall cause no foaming or produce any disagreeable odors when properly used in the specified amounts or disposed in accordance with EPA regulations.
3. Chemicals proposed for treatment of systems shall not adversely affect the non-metallic materials, such as wood, PVC, ceramic tile, etc, of the systems equipment and surrounding areas and structures.
4. Water treatment programs for boilers and feed water systems shall:
 - a. Prevent oxygen attack of waterside metals as evidenced by the absence of active tuberculation or pitting of the waterside metal
 - b. Prevent deposition of feed water impurities on equipment watersides and feed system piping
 - c. Remove existing deposits gradually, safely and without clogging piping and water passages
 - d. Eliminate build-up of sludge on watersides

Closed Heating and Cooling Systems

1. Ensure pH levels to prevent corrosion of mild steel
2. Ensure nitrate levels to maintain corrosion rates of 3.0 mils per year or less on mild steel

Cooling Towers

1. Except with the Owner's expressed written permission, pH control shall not be dependent upon the addition of acids or alkalis.
2. The Contractor shall provide a primary and secondary biocide. The primary biocide shall be normally effective against algae, bacteria, molds, fungi, rot and slime. It shall be used on a regular basis unless and until biological growths thereby controlled evidence immunity to the primary biocide. At such time, the secondary biocide shall be employed. Should the regular application of the secondary biocide fail to control the biological growths, an alternate biocide program using both the primary and secondary biocides shall be implemented.
3. The Contractor shall provide a tertiary biocide for those cases resistant to efforts detailed above.
4. The Contractor shall provide a de-foamer for use in those situations where biocide is overfed, either accidentally or purposefully.
5. The treatment program shall maintain the following levels of concentration:
 - a. Bacteria levels below 100,000 bacteria/ml
 - b. Concentration cycles between 3 and 4
 - c. Base biocide of 60 ppm

Water Softeners

1. Water exiting the water softeners shall exhibit hardness less than 1.0 g / gallon as measured by standard hardness testing. Time is of the essence.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

The School District’s Program Management Firm is available to identify and facilitate qualified Local

and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

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

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

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

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

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

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

LMWBE FORM 1 BID#10-76

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 #10-76

**SAVANNAH CHATHAM COUNTY PUBLIC
WATERSIDE SYSTEMS**

School	Type of System	Vol., gal	ZONE	Boiler			Chiller
				HP	Steam	Season	Tons
Bartlett MS	Boiler Loop	2200	C		No	Winter	195
Bartlett MS	Air Cooled Chiller Loop		C				95
Beach HS	Closed loop w/ Cooling Tower	1350	W	34.6	No	Winter	
Chatham Computer	Boiler Loop	850	E	74		All	
Chatham Print Shop	Boiler Loop	850	E	33	Yes	All	
Coastal Georgia Comp. Acad.	Closed loop w/ Cooling Tower	750	W		No	Winter	110
Coastal MS	Closed loop w/ Cooling Tower	1400	E	2X29	No	All	
DeRenne MS	Boiler Loop	1750	C		No	All	
DeRenne MS	Air Cooled Chiller Loop		C				
East Broad ES	Closed loop w/ Cooling Tower	850	E	60	No	All	
Ellis ES	Boiler Loop	900	C		No	All	
Ellis ES	Air Cooled Chiller Loop		C				
Garden City ES	Closed loop w/ Cooling Tower	1350	W	47.8	No	All	220
Garrison ES	Closed loop w/ Cooling Tower	850	W	62.5	No	Winter	220
Georgetown ES	Closed loop w/ Cooling Tower	1350	C				
Georgetown ES	Boiler Loop		C		No	Winter	

School	Type of System	Vol., gal	ZONE	Boiler			Chiller
				HP	Steam	Season	Tons
Groves HS	Air Cooled Chiller Loop	850	W	23.9	No	Winter	Glycol
Islands ES	Closed loop w/ Cooling Tower	1650	E	50	No	All	
Jenkins HS Auditorium	Air Cooled Chiller Loop	1300	E	12	No	All	50
Jenkins HS Gym	Air Cooled Chiller Loop	1300	E	54	No	All	200
Johnson HS	Closed loop w/ Cooling Tower	6000	E	2X59	No	All	
Marshpoint ES	Closed loop w/ Cooling Tower	1400	E	2X30	No	All	
Mercer MS	Air Cooled Chiller Loop	1600	W				2x100 t
Mercer MS	Boiler Loop		W		No		
Myers MS	Air Cooled Chiller Loop	1750	E	2X37	No	All	2X155
Oatland Island	Boiler Loop	450	E	39		All	
Savannah Arts Academy	Closed loop w/ Cooling Tower	6000	C				
Savannah Arts Academy	Water Softener		C				
Savannah Arts Academy	Boiler Loop		C		No	All	
Savannah HS	Air Cooled Chiller Loop	3000	E				2X250
Savannah HS	Boiler Loop		E	2X40	No	All	
School to Career	Closed loop w/ Cooling Tower	750	W			Winter	110 ton
Scott Alt. Ed. Center	Closed loop w/ Cooling Tower	1350	W	29	No	Winter	

School	Type of System	Vol., gal	ZONE	Boiler			Chiller
				HP	Steam	Season	Tons
Shuman MS	Closed loop w/ Cooling Tower	1350	E				
Southwest ES	Boiler Loop	1400	C		No	All	
Southwest ES	Air Cooled Chiller Loop		C				
Southwest MS	Closed loop w/ Cooling Tower	1400	C				
Southwest MS	Boiler Loop		C		No	Winter	
Tompkins MS	Closed loop w/ Cooling Tower	1400	W	84	No	Winter	220 ton
West Chatham ES	Air Cooled Chiller Loop	1500	W				2x115t
West Chatham ES	Boiler Loop		W	2x23.5	No	All	
West Chatham MS	Boiler Loop	1400	W	2x35	No	Winter	
West Chatham MS	Closed loop w/ Cooling Tower		W				220 ton
Windsor Forest HS	Closed loop w/ Cooling Tower	1600	C				
Windsor Forest HS	Boiler Loop		C		No	Winter	