



Savannah-Chatham County Public School System
208 Bull Street / Savannah, Georgia 31401 / (912) 395-5600

April 18, 2021

Ladies and Gentlemen:

The Savannah-Chatham County Public School System ("SCCPSS") would like to take this opportunity to announce that it is requesting bids for **Bid # C21-13 – (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement**.

Enclosed is an Invitation to Bid ("ITB") packet, which provides instructions for the submission of Bids and identifies the goods and/or services requested by the SCCPSS.

Due to the COVID-19 epidemic, all Bids should be submitted electronically through e-Builder, an online procurement platform that is made available at no cost to all potential bidders at the following web address:

<https://bidders.e-builder.net/landing?bidpackageid=737b3143-c91a-4716-b69c-6ff0766334b6>

The deadline for submission of Bids shall be no later than **11:00 A.M. on Thursday, May 20, 2021**, at which time they will be publicly opened and examined. **Bids received after 10:59:99 A.M. on the due date will not be accepted.** Due to the COVID-19 epidemic, this public opening will be accomplished through the posting on the SCCPSS's website of the bid tabulation form generated by the e-Builder program. **Time is of the essence, and any Bid received after this deadline for submission will not be accepted.** Bidders are responsible for ensuring that their bids are timely received. The time of receipt shall be determined by the time stamp assigned by the e-Builder program. Please include with your bid all documents requested by this solicitation, including, but not limited to, a copy of your firm's current business license and certificate of insurance. **Failure to include all the information and/or documents requested by this solicitation could result in the bid not being considered by the SCCPSS.**

An Optional Pre-Bid Conference is scheduled to be held at Early Learning Center @ Henderson Formey, 400 East Broad Street, Savannah, GA 31401 on Tuesday, May 4, 2021 at 10:00 a.m.

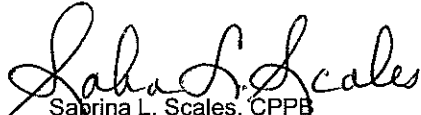
While all forms are required, Bidders will not be required to submit notarized forms with their initial bid package submission due to COVID-19. However, all forms must be signed. The successful Bidder will be required to submit notarized forms when normal operations resume. If the successful Bidder fails to supplement the notarized forms with notarized copies or if it appears that a form originally submitted was false, then the District reserves the right to rescind any contract before or after award and/or hold the Bidder liable for damages.

If you have any questions concerning this solicitation, please submit them in writing through the e-Builder portal where they will be directed to **Teresa Jayne Phillips, Purchasing Agent**. Please note that all communications relating to the contents of this solicitation must be directed to the Purchasing Department pursuant to SCCPSS policy. For technical support questions with using e-Builder only, please contact support@e-builder.net or call 888-288-5717.

If a bidder is unable to submit a bid at this time but would like to remain on the list of potential vendors for the SCCPSS, please complete and return only the "No Bid Statement Form" included with this ITB packet and clearly mark the outside of the envelope with the words "No Bid."

Thank you for your interest in providing goods and services to the SCCPSS.

Sincerely,


Sabrina L. Scales, CPPB
Purchasing Director

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

**INVITATION TO BID (ITB): #C21-13
(ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement**

I. INTRODUCTION

The Board of Public Education for the City of Savannah and the County of Chatham (the “District”), the body corporate responsible for public education in Chatham County, which is commonly known as the Savannah-Chatham County Public School System (“SCCPSS”), seeks sealed bids as specified in this Invitation to Bid (“ITB”).

It is worth noting at the outset that this Invitation to Bid is a competitive sealed bidding process. The contract, if one is awarded at all, will be awarded to the responsible and responsive Bidder by means of the award process described in in “Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.”

Vendors who wish to be awarded a contract by the District to provide the goods and/or services requested by this ITB shall be referred to herein as the “Bidder(s).” To be considered for an award of a contract under this ITB, Bidders should carefully read this solicitation document, which is called **Invitation to Bid (ITB): C21-13 – (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement**, and all of the forms, product specifications, service requirements, contract documents, or other materials that may attached hereto or referenced herein. This ITB and the associated documents identify the goods/and or services requested by the District, contain the instructions for preparing and submitting bids, and outline the process by which the District will award a contract for those goods and/or services, if it decides to award a contract at all.

II. GENERAL TERMS AND CONDITIONS FOR THIS ITB

A. A “Cone of Silence” Applies to this ITB.

A “Cone of Silence” is imposed upon this ITB after advertising and terminates at the time the District awards a contract. Except as specifically set forth below, the Cone of Silence prohibits any communications in any form (whether written, oral, or electronic) by, or on behalf of, a prospective Bidder for this solicitation, including any persons affiliated with or in any way related to a prospective Bidder, with any District employee, any member of the elected Board of Education that serves as the District’s governing body, the Superintendent or her staff, and any other persons involved in evaluating the bid, such as program managers or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular Bidder or Bidders and to prevent prospective Bidders from circumventing the process for selection set forth in this ITB.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing’s designees, at pre-bid conferences, site visits (as applicable), presentations before selection committees, contract negotiations with bidders selected for award, or at other times expressly allowed by this solicitation. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid itself, (2) requests for interpretation, requests for material substitutions, protests, or similar inquiries to the purchasing department, (3) documents circulated at oral presentations before selection committees, or (4) documents circulated in connection with contract negotiations with the bidder(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing’s designees. The Cone of Silence does not apply to presentations allowed by Board policy or to the Board of Education at a duly called public meeting.

In addition to any other penalties provided by law, violation of the Cone of Silence by any bidder may result in the rejection of the bidder’s response and disqualify the bidder from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District’s Purchasing Department.

B. The Goods and/or Services Requested by the District.

The goods and/or services requested by the District in this ITB are described in more detail in “Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements,” which is incorporated into this ITB by this reference.

C. The Advertising Dates for this ITB.

This ITB is being advertised on the Purchasing Department page of the District website www.sccpss.com, **Sunday, April 18, 2021** and on the Georgia Procurement Registry (GPR) from **Monday, April 19, 2021** until the deadline for submitting bids.

This Invitation to Bid (ITB) is also being advertised in the Savannah Morning News, the newspaper for legal notices in Chatham County, on the following dates:

**Sunday, April 18, 2021 and
Sunday, May 2, 2021**

D. Pre-Bid Conferences Held by the Purchasing Department.

An OPTIONAL Pre-Bid Conference, including a site inspection, is scheduled to be held at Early Learning Center @ Henderson Formey on Tuesday, May 4, 2021 at 10:00 a.m.

Due to COVID-19, the District may break attendees of the pre-bid conference down into smaller groups to promote social distancing guidelines. **Attendees will also be required to wear a mask to participate and follow the District’s other COVID-19 precautions for visitors.**

E. The Deadline for Submitting Bids in Response to this ITB.

The deadline for submitting Bids in response to this ITB, unless extended by the District, shall be:

11:00 A.M. on Thursday, May 20, 2021.

Time is of the essence, and any bid received after 10:59:99 A.M. on the due date, will not be accepted. Bidders are responsible for ensuring that their bids are timely received by Purchasing Department personnel. The time of receipt shall be determined by the time assigned by e-Builder.

This deadline may be extended for all prospective bidders within the discretion of the Director of the Purchasing Department or her designee for any reason. A non-exclusive list of reasons why the deadline may be extended include: the issuance of addenda to this ITB or the associated specifications, a total absence of bids, District closure due to inclement weather, etc. The Director of the Purchasing Department will either extend the deadline for all bidders or not all.

Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

Bids cannot be modified after the submission deadline, as may be extended by the Purchasing Department. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The District reserves the right to request information or respond to inquiries for clarification purposes only.

F. Delivery and Submission of Bids.

Bidders shall timely deliver bids electronically to the Purchasing Department.

Electronic submission shall be accomplished through the District's online E-Builder web portal, which may be accessed at no charge by all prospective bidders at:

<https://bidders.e-builder.net/landing?bidpackageid=737b3143-c91a-4716-b69c-6ff0766334b6>

The E-Builder web portal will allow bidders to fill in the forms required by the ITB in an electronic format and allow bidders to upload any supporting documents in the PDF format that bidders wish to submit.

Please include with your bid all documents requested by this solicitation, including, but not limited to, a copy of your firm's current business license and certificate of insurance. **Failure to include all of the information and/or documents requested by this solicitation could result in the bid not being considered by the SCCPSS.**

While all forms are required, Bidders will not be required to submit notarized forms with their initial bid package submission due to COVID-19. However, all forms must be signed. The successful Bidder will be required to submit notarized forms when normal operations resume. If the successful Bidder fails to supplement the notarized forms with notarized copies or if it appears that a form originally submitted was false, then the District reserves the right to rescind any contract before or after award and/or hold the Bidder liable for damages.

G. Receipt and Tabulation of Bids.

Bids and modifications shall be time-stamped by the Purchasing Department upon receipt automatically through the e-Builder program. The time of receipt shall be the time assigned by e-Builder. After the deadline for submissions of bids has past, bids will be opened with the assistance of the e-builder program. A copy of the bid tabulation will be posted on the District's website within seventy-two (72) hours after the closing date, though this time period may be extended because of disruption to the District's operations because of the COVID-19 epidemic. Only after award of the contract shall bids be open to public inspection.

H. Timely-filed, Signed Bids Considered an Offer.

A bidder's timely-filed, signed bid shall be considered an offer on the part of the bidder which may become a binding contract on the bidder if accepted by the District at the conclusion of the bid evaluation process. By submitting a bid in response to this ITB, bidder agrees that bid will remain open for acceptance by the District for at least 120 days without any changes in terms or pricing.

In event that the bidder refuses to perform its promises made in its offer after acceptance by the District, the District may take such action as it deems appropriate to redress the bidder's failure to perform, including legal action for damages or equitable relief, including specific performance, for the bidder's lack of required performance.

I. Non-Response by Prospective Bidders.

If a Bidder does not wish to submit a bid in response to this ITB but would like to remain on the list of potential vendors for the District, please complete and return only the "No Bid Statement Form" included with this ITB packet and clearly mark the outside of the envelope with the words "No Response."

J. Form and Formatting of Bids.

The form and formatting requirements for bids requested by this ITB are described in "Attachment A-Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements."

K. Bid Bonds.

If a Bidder's Bid exceeds \$100,000, then Bidder's Bid must be accompanied by a Bid Bond made payable to the District in an amount not less than five percent (5%) of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry but shall be substantially in accordance with the Bid Security Form attached hereto.

L. Performance and Payment Bonds.

If a Bidder's Bid exceeds \$100,000 and the Bidder is the successful Bidder who is awarded a contract at the end of this solicitation, then the successful Bidder will be required to provide both a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the total Contract. At the time of bid submission, Bidder must provide documentation from Bidder's bond issuer stating the Bidder's current bonding capacity, which must be sufficient to cover 100 percent of the total contract value. Bidder must then obtain the payment and performance bonds within 14 days receipt of the District's Intent to Award and prior to execution of contract.

M. Bidder's Essential Credentials and Business Structure to be considered a "Responsible Bidder."

To even be considered for a possible award of a contract for the goods and/or services requested by this ITB, a Bidder must be deemed a "responsible" Bidder by the District's Purchasing Department.

To be considered a "responsible" Bidder for the purpose of this ITB, a Bidder must be licensed and have the capacity to provide the goods and/or perform the services requested by this ITB and must be able to meet the minimum licensing, bonding, insurance, and contractual requirements of this ITB. The District reserves the right to request a Bidder to provide additional information or documentation to demonstrate that it is a "responsible" Bidder. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Bidder to be not "responsible" for the purposes of this ITB.

To be considered a "responsible" Bidder, the Bidder's majority (51%) ownership, whether public or private, must be held by citizens or lawful permanent residents of the United States.

To be considered a "responsible" Bidder, the Bidder must attach to its bid a copy of any and all business licenses needed for the Bidder to provide the requested goods and/or services, including any local business licenses needed to provide the good and/or services requested by this ITB in Chatham County.

If the Bidder is a corporation, a copy of a current Annual Corporate Registration issued by the State in which the Bidder is incorporated is required to demonstrate that the Bidder is a "responsible" Bidder.

While any lawful form of business may be a "responsible" Bidder, if the Bidder is a partnership or joint venture, a copy of the contractual agreement between the partners or the participants in the joint venture must be provided with the Bidder's bid. The partnership or joint venture agreement must be adequate to its purpose of establishing a safe and well-structured good faith relationship between the participants, and must comply with all applicable laws, including Antitrust Laws. The agreement must include adequate provisions to address unforeseen events such as the demise of any one of the partners or joint venture companies, and the like. If the Bidder is a partnership or joint venture between two existing business entities, including, but not limited to, a corporation or LLC, then all partner should be routinely and on a daily basis in the business of providing services which are closely similar or identical to those Services solicited by this ITB. If the District determines that the form of the Bidder's business, including a partnership or joint venture, was not created for a legitimate business purpose, could impair the Bidder's performance in response to this solicitation, poses a liability to the District, or is otherwise not in the best interest of the District, then the District reserves the right to disqualify the Bidder and determine that it is not responsible.

If the Bidder is a joint venture, information and documentation must be provided to establish whether the joint venture is a business entity created for the purpose of functioning as the joint venture, or whether the joint venture is operated through the existing legal status of the venture partners. All information regarding the legal structure and reporting of income for tax purposes of the joint venture must be provided.

It is the District's intent to only enter into a contract as a result of this ITB with a single Bidder. The District reserves the right to reject as "non-responsive" or "not responsible" any bid that requests the District to enter into contracts with multiple Bidders.

N. Insurance, Warranty, Indemnity and Other Requirements for "Responsible" Bidders.

To be considered a "responsible" Bidder, all Bidders may be required to meet minimum insurance, warranty, indemnity and other requirements set forth in more detail in "Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements," which is incorporated by this reference.

If the Bidder believes that additional insurance coverages other than those listed in Attachment A are required to ensure coverage for damages arising out of the performance of this contract, then Bidder should notify the district by the deadline for requests for interpretation and material substitution **before the close of business, 5:00 p.m. on Friday, May 7, 2021.**

O. O.C.G.A. § 13-10-91 and E-Verify Compliance Required for "Responsible" Bidders.

To be considered a "responsible" Bidder, all Bidders are required to comply with O.C.G.A. § 13-10-91, a Georgia statute that prohibits a public employer such as the District from entering into any contract with a contractor who fails to participate in the federal work authorization program E-Verify or fails to demonstrate that it is not required to participate in the E-Verify program. In order to be deemed a "responsible" Bidder eligible for this ITB, the Bidder must provide the affidavit(s) or other documentation required O.C.G.A. § 13-10-91. While the District provides sample O.C.G.A. § 13-10-91 affidavit forms in this ITB, Bidders are solely responsible for familiarizing themselves with their obligations under O.C.G.A. § 13-10-91 and making sure that they provide the District with the required documentation.

Because of COVID-19, the District will not require OCGA § 13-10-91 affidavits to be notarized at the time of submission, however they must be signed to manifest the Offeror's agreement that the statements are true. After normal business operations resume, a notarized affidavit must be supplemented by the successful offeror. If the successful offeror cannot provide the notarized affidavit at a later date or if it turns out that the statements in the affidavit are untrue, the District reserves the right to rescind any resulting contract and/or hold the Offeror liable for any damages.

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

It is the policy of the District to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBEs") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. The District also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their business.

For the purposes of this policy, good faith efforts may include, but not be limited to, the following:

- Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities.
- Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.
- Communicate with the City of Savannah's Office of Economic Development to identify available and qualified LMWBE firms.
- Review the District's list of vendors indicating an interest in providing services to the District.
- Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities.
- Assign substantive work to LMWBEs or LMWBE teaming partners.

For the purposes of this policy, 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.

For the purposes of this policy, 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 or 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, but is not limited to, persons who have experience social disadvantage because of their membership in the following groups:

1. African American: A person with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and
4. American Indian: A person with origins from the indigenous people of North America.

For the purposes of this policy, 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 District shall, through their program management and construction management providers, engage in efforts to communicate opportunities afforded by the District's facilities construction, maintenance and repair programs to LMWBEs, including but not limited to:

- Communicate opportunities associated with District facilities construction, maintenance and repair programs to the citizens of Chatham County.
- Work with other local governments and relevant community organizations to provide technical assistance and guidance to LMWBEs;
- Develop strategies to assist prime contractors in maximizing their utilization of LMWBEs;
- Develop and provide informational sessions to educate LMWBEs in the requirements of the District's procurement process;
- Provide notices as outlined above and maintain a list of vendors who have provided or are interested in providing services to the District, as outlined above.

The District may, from time to time, audit vendor contracts with and payments to LWMBE contractors and subcontractors and may require that proof of such contracts and payments be provided to the District.

All bidders must read, complete, and return all of the LMWBE forms attached to this ITB.

Q. The District’s Reservation of Rights to Cancel this ITB, to Amend the ITB Process, to Disqualify Bidders, and to Waive Irregularities and Technicalities.

The District, in the discretion of the Purchasing Director, the Chief Financial Officer, the Superintendent, or the District’s governing body, the elected School Board, may cancel this ITB at any time before the District awards a contract to any Bidder(s). The District may decline to purchase the goods and/or services solicited in this ITB at all or it may decide to purchase some or all of the same goods and/or services through a similar or different procurement process.

The District, in the discretion of the Purchasing Director, the Chief Financial Officer, the Superintendent, or the District’s governing body, the elected School Board, reserves the right to amend this ITB and all attachments in any way and at any time (without cancelling it in its entirety) before the deadline for the submission of bids. Any addenda amending this ITB will be made available to all Bidders on the District’s website. As stated above, the submission deadline will be extended at least seventy-two (72) hours if any addenda is issued less than seventy-two (72) hours before the submission deadline.

The District further reserves the right to amend this ITB in any way after the deadline for the submission of bids (without cancelling the ITB in its entirety), except the District will not amend the original bid formatting or submission requirements or the criteria for determining whether the Bidder is a “responsive” or “responsible” Bidder. Non-exclusive example of such an amendment to this ITB may be the addition of an inadvertent omission from the project specifications.

The District further reserves the right to redo any stage of this ITB (without cancelling it in its entirety) if the District, in the discretion of the Purchasing Director, the Chief Financial Officer, the Superintendent, or the District’s governing body, the elected School Board, has concerns that a stage of the ITB should be redone to eliminate any question of whether it was conducted properly.

The District reserves the right to reject any and all bids submitted in response to this ITB, and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the District.

The District has the right to disqualify a bid of any Bidder on the basis that the bid is “nonresponsive” or the Bidder is “not responsible.”

A bid may be deemed “nonresponsive” if it fails to include all of the information or documents required by this ITB.

A Bidder may be deemed “not responsible” if the District determines that the Bidder fails to meet the minimal requirements to be eligible for consideration, including but not limited to, a lack of capacity to do the work or provide the services requested, a lack of proper insurance, the lack of a valid business license, failure to satisfy e-Verify requirements, negative past performance ratings on District projects, being disqualified from working for the District because of poor performance on a prior project, a litigation history unsatisfactory to the District, or some other reason that gives the District reason to question the responsibility or reliability of the Bidder.

The District will also evaluate whether the Bidder’s workload will allow the bidder to complete this project within the established time, quality, or cost, or to comply with the bidder’s contract obligations. In evaluating the bidder’s workload, the District may consider whether the bidder has submitted bids on other District projects and whether the award of multiple projects to the bidder may impair the bidder’s ability to complete this project within the established time, quality, or cost, or to comply with the bidder’s contract obligations or otherwise pose a risk to the District.

The District reserves the right to request a Bidder to provide additional information in response to any concern that a Bidder may not be a “responsible” Bidder. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Bidder to be not “responsible” for the purposes of this ITB.

Bidders represent that, to the best of their knowledge, all information that they submit to the District in response to this ITB, whether through a bid or otherwise, is true and correct. If the District determines that information submitted by the Bidder is incorrect, the District may disqualify a bid as “non-responsive.” If the District determines that a Bidder intentionally misrepresented information submitted in response to the ITB, the District may disqualify the Bidder on the basis that it is “not responsible” for this solicitation and in future solicitations.

R. Evaluation and Award of Contract.

A contract with the District, if one is awarded at all, for the goods and/or services requested in this ITB will be awarded by means of the award process described in in “Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.”

Depending on the nature of the goods and/or services the District may provide a sample of the contract it is willing to execute with a successful Bidder. If such a sample contract is attached, then the Bidder is deemed to have agreed that all of the terms contained therein will be acceptable by submitting a bid. If the Bidder wants to propose materially different terms, then the Bidder should file a request for Material Substitution using the procedure outlined above before submitting its bid.

For other goods and/or services, the District may ask Bidders to provide a proposed contract. The terms of that proposed contract will be evaluated as part of the selection process to determine whether the Bidder is “responsive” and “responsible.” The specifications for the goods and/or services requested by this ITB may also include specific contract terms outlined in “Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements” that should be included in any contract proposed by a Bidder.

By way of a non-exclusive example, the specifications may provide that the District will not agree to any contract provision requiring the District to indemnify any Bidder as such provisions are prohibited by District policy and state law. Conversely, there may be times when the District requires a Bidder to maintain certain levels of insurance, to honor certain warranties, or to provide indemnities to the District.

S. Consideration of Bidder Past Performance.

Successful Bidders should be advised that they will be evaluated by the District over the duration of the contract period. Performance will be documented. Poor performance may result in the Bidder being disqualified on future ITBs or may result in the deduction of points from the Bidder on a future District solicitation, whether they are other invitations to bid or requests for qualifications and requests for proposals. Good performance may result in the Bidder receiving additional points on future solicitations.

T. Public Information.

It is the policy of the District that at the conclusion of the selection process, the contents of all bids will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the bid. Failure to list all proprietary sections of the submitted bid shall relieve the District from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

If this ITB is cancelled before an award is made, bids will not be made available for public inspection to prevent Bidders from having an unfair advantage in future solicitations for the same goods or services.

U. Bidder Questions, Requests for Interpretations, and Issuance of Addenda.

If a Bidder should have any questions relating to an ITB, including but not limited to the interpretation of ITB language, the specifications for the goods and/or services requested, the terms of sample contract provisions attached to this solicitation, the preparation or submission of bids, or the evaluation and contract award process outlined in this ITB, the Bidder may deliver written requests for interpretation to the following to the Purchasing Department through the e-Builder program. For technical support questions with using e-Builder only, please contact support@e-builder.net or call 888-288-5717.

All answers to questions and any interpretations of documents shall be made by addenda to the ITB and shall be made available to all Bidders through e-Builder and on the District's website. While the District will also make a good faith effort to send any addenda to all Bidders who have registered to respond to this solicitation through the e-Builder Portal, submitted requests for interpretations to the District, or otherwise communicated an interest to receive notice of addenda through e-Builder, the District's failure to provide a Bidder with individualized notice of an addenda will not provide a Bidder with grounds to protest the implementation of this ITB. Bidders are ultimately responsible themselves for keeping track of addenda issued by the District before the deadline for submitting bids in response to this ITB.

All requests for interpretation must be submitted to the Purchasing Department before the close of business, 5:00 p.m. on Friday, May 7, 2021 through e-Builder. The District shall not be required to answer any questions about this ITB submitted after 4:59:00 p.m. on this date.

The Purchasing Department will extend the deadline for submitting bids for all Bidders by at least seventy-two (72) hours if it issues any addenda within seventy-two (72) hours before the scheduled bid submission deadline.

The Purchasing Director, or her designee, in her discretion, may extend the deadline for submitting requests for interpretation for all Bidders if the deadline for submitting bids is also extended.

V. Requests for Material Substitution of Products, Services, or Contract Terms.

The goods and/or services and contract terms requested by the District in this ITB are described in more detail in "Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements" which is incorporated into this ITB by this reference.

When reference is made in the specifications as to a particular manufacturer, type of process, brand name, or model number, such references are usually, but not always, made to designate minimum acceptable levels of quality and do not indicate a preference. In some instances, a particular manufacturer, type of process, or brand name is required.

In the event a Bidder would like to propose another manufacturer, process, brand name, model number, etc. other than those stated in the specifications for this ITB, 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 that the proposed substitute is equal to the goods or services identified in the specifications rests with the Bidder. All determinations of the acceptability of the proposed substitute goods or services shall rest with the District 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 District.

If the Bidder wishes to propose materially different terms than those requested by the District in Attachment "A" or in any Sample Contract, then Bidder should request to propose different Contract terms by identifying the provisions it wishes to change or wishes to add.

All requests for the material substitution of good and services and the change of contract terms shall be submitted to the Purchasing Department through e-Builder.

All answers to requests for material substitution and requests for changes of contract terms shall be made by addenda to the ITB and shall be made available to all Bidders on the District's website. While the District will also make a good faith effort to email or fax any addenda to all Bidders who attended pre-bid conferences, submitted requests for interpretations to the District, or otherwise communicated an interest to receive notice of addenda, the District's failure to provide a Bidder with individualized notice of an addenda will not provide a Bidder with grounds to protest the implementation of this ITB. Bidders are ultimately responsible themselves for keeping track of addenda issued by the District before the deadline for submitting bids in response to this ITB.

All requests for material substitution must be submitted to the Purchasing Department before the close of business, 5:00 p.m. on Friday, May 7, 2021 through e-Builder. The District shall not be required to answer any questions about this ITB submitted after 4:59:99 P.M. on this date.

The Purchasing Department will extend the deadline for submitting bids for all Bidders by at least seventy-two (72) hours if it issues any addenda within seventy-two (72) hours before the scheduled bid submission deadline.

The Purchasing Director, or her designee, in her discretion, may extend the deadline for submitting requests for material substitution for all Bidders if the deadline for submitting bids is also extended.

W. Protests.

Any actual Offeror or bona fide prospective Offeror who is aggrieved in connection with this RFP may protest to the Purchasing Director by email to purchasing@sccpss.com. **Please include the "RFP NUMBER, NAME, AND PROTEST" clearly marked in UPPER CASE in the subject line of the email.** It is incumbent upon the Offeror to receive confirmation from the Purchasing Department that its protest has been received. Offerors who do not receive confirmation of the protest by email during normal business hours of 9:00am to 5:00 p.m. on the day the protest is sent should call the Purchasing Department to confirm receipt of the protest at (912) 395-5572.

By submitting a bid in response to this ITB without filing a protest observing the deadlines set forth below, the Bidder waives any objection to the content of this ITB (including any attachment or addenda) issued prior to as well as any objection to any procedure outlined therein. Protests filed after the deadline for submissions shall only concern the implementation of the ITB as applied to the Bidder or addenda issued after the submission date.

Any protest to the content of this ITB (including any attachment or addenda) as well as any objection to any procedure or evaluation criteria outlined therein shall be filed no later than five (5) business days prior to the deadline for submissions of bids, unless the objection concerns an addenda issued fewer than five (5) business days prior to the deadline for submissions of bids, in which case, an objection may be filed to that addenda only at any time before the submission deadline.

Any protest filed after the submission deadline shall be submitted within five business (5) days after the action by the District on which the grievance is based, but in no case later than five business (5) days after the date of the District's notice of intent to award a contract for the provision of goods and/or services requested in his ITB, which will be transmitted by email to all Bidders.

The District shall not intentionally withhold information that is stated in this ITB to be forthcoming at certain intervals, but failure of the District to notify a Bidder who might be aggrieved by the content of such notification shall not give rise to any claim or rights resulting from said failure. Only formal protests will be considered, and in order for a protest to be considered as formal, it must be presented in written form by email to purchasing@sccpss.com, and must contain a minimum of the following:

- A specific identification of the statutory or regulatory provision(s) that the District's purchasing staff member or department is alleged to have violated,
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above,
- A precise statement of the relevant facts that include timelines and all involved parties, and
- An identification of the issue(s) that needs to be resolved that support the protest.

The letter of protest shall be taken under consideration by the Chief Financial Officer and/or the Superintendent, who shall respond to the protesting Bidder within ten (10) business days of receipt of the letter of protest. The initial written response may explain that the Chief Financial Officer and/or the Superintendent need additional time to review the Protest. In any event, a final decision will be issued on the Protest by the Chief Financial Officer and/or the Superintendent before the execution of a final contract with the successful Bidder. This written decision shall be final and conclusive.

X. Bidders Not Entitled to Reimbursement for their Costs Associated with Submitting Bids.

The District recognizes that participating in this ITB process, or any government procurement process, can be time consuming and expensive for Bidders. In participating in part of this process, Bidders acknowledge that their costs in participating in this process are the costs of attempting to do business with the District.

All Bidders or potential Bidders, including unsuccessful Bidders or Bidders or potential Bidders who file protests, agree that the District shall not be responsible for reimbursing the Bidder for any costs they may incur in connection with this ITB, including staff time, printing costs, attorneys' fees, or expenses of litigation.

Y. Gratuity Prohibition.

No Bidder shall offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this solicitation.

Z. Certification of Independent Submission of Bids.

By submitting a bid in response to this ITB, the Bidder must certify that:

1. The information in this bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition with any other Bidder or with any competitor;
2. The information in this bid has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the District's final determination regarding this ITB, directly or indirectly to any other Bidder or to any competitor;
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; and,
4. In the event the Bidder is a partnership or joint venture, each party thereto certifies the above.

[ITB Continues on Next Page]

III. ITB ATTACHMENTS, SPECIFICATIONS, SAMPLE CONTRACTS, AND FORMS

The following attachments, specifications, sample contracts and forms are part of this ITB and are herein incorporated by this reference.

A. Attachment A: Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.

B. Attachment B: Forms to be submitted with this ITB.

1. Solicitation Form 1: **Bid Submission Checklist.** A checklist to help Bidders and Purchasing Agents determine that all required information is submitted with this Bid. (to be included on the front of any bid)
2. Solicitation Form 2: **Bid:** The form to be used for the Bid actually submitted by the Bidder.
3. Solicitation Form 3: **Bid Certification Form.** Certifies that the Bidder has carefully reviewed all provisions of the solicitation and hereby agrees to be bound by said provisions of this package.

DUE TO COVID-19, OFFERORS CAN SIGN THIS FORM WITHOUT BEING NOTARIZED AND RESUBMIT A NOTARIZED FORM IF AWARDED A CONTRACT WHEN NORMAL OPERATIONS RESUME
4. Solicitation Form 4: **Bidder's References.** Form for providing contact information for the owners of past projects that Bidder has provided work for.
5. Solicitation Form 5: **Contractor Affidavit Under O.C.G.A. § 13-10-91.** Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (1) for all firms providing service(s) to public sector entities. This form requires compliance regarding hiring and verification of employees.

DUE TO COVID-19, OFFERORS CAN SIGN THE AFFIDAVIT WITHOUT BEING NOTARIZED AND RESUBMIT A NOTARIZED AFFIDAVIT IF AWARDED A CONTRACT WHEN NORMAL OPERATIONS RESUME
6. Solicitation Form 6: **Subcontractor Affidavit Under O.C.G.A. § 13-10-91.** Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (3) for all subcontractors providing service(s) to public entities. This form requires compliance regarding hiring and verification of employees.

(For reference only- not required to be submitted with Bid- Successful Bidder will obtain from any subcontractors hired after award).
7. Solicitation Form 7: **Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91.** Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (4) for all sub-subcontractors providing service(s) to public entities. This form requires compliance regarding hiring and verification of employees.

(For reference only- not required to be submitted with Bid- Successful Bidder will obtain from any subcontractors hired after award).
8. Solicitation Form 8: **Disclosure of Responsibility Statement.** Certifies and documents Bidder's ability or responsiveness to provide services in accordance with governmental business practices.

9. Solicitation Form 9: **Local and MWBE Good Faith Efforts Requirements.** Required for certifying and documenting evidence of good faith efforts to utilize local and Disadvantage Business Enterprises on this contract.
10. Solicitation Form 10: **Local MWBE Development Documentation:** Required for certifying LWMBE firms contracted as a result of good faith efforts to utilize local and Disadvantaged Business Enterprises on this contract. **The use of LWMBE firms contacted is encouraged but not required.**
- DUE TO COVID-19, OFFERORS CAN SIGN THE FORM WITHOUT BEING NOTARIZED AND RESUBMIT A NOTARIZED FORM IF AWARDED A CONTRACT WHEN NORMAL OPERATIONS RESUME
11. Solicitation Form 11: **Form of Business Disclosure Statement and Insurance Coverage Statement:** Confirms identify and legal status of Bidder and insurance coverage.
- DUE TO COVID-19, OFFERORS CAN SIGN THE FORM WITHOUT BEING NOTARIZED AND RESUBMIT A NOTARIZED FORM IF AWARDED A CONTRACT WHEN NORMAL OPERATIONS RESUME
12. Solicitation Form 12: **Non-Influence Affidavit:** While not every construction contract for the District is subject to the requirements of O.C.G.A. § 36-91-21, O.C.G.A. § 36-91-21(d) prohibits prospective bidders from attempting to prevent competition for a public works construction project. As the bid amount may determine the applicability of O.C.G.A. § 36-91-21, the District requires O.C.G.A. § 36-91-21(d) compliant affidavits for all construction projects.
- DUE TO COVID-19, OFFERORS CAN SIGN THE AFFIDAVIT WITHOUT BEING NOTARIZED AND RESUBMIT A NOTARIZED AFFIDAVIT IF AWARDED A CONTRACT WHEN NORMAL OPERATIONS RESUME
13. Solicitation Form 13: **Statement of Bidder's Qualifications:** Form for providing information regarding Bidder's qualifications for the project.
- DUE TO COVID-19, OFFERORS CAN SIGN THE FORM WITHOUT BEING NOTARIZED AND RESUBMIT A NOTARIZED FORM IF AWARDED A CONTRACT WHEN NORMAL OPERATIONS RESUME
14. Solicitation Form 14: **Bid Security Form:** Sample Bid Bond form showing material terms for a bid bond, if one is required because the bid exceeds \$100,000.00.
- DUE TO COVID-19, OFFERORS CAN SIGN THE FORM WITHOUT BEING NOTARIZED AND RESUBMIT A NOTARIZED FORM IF AWARDED A CONTRACT WHEN NORMAL OPERATIONS RESUME
15. Solicitation Form 15: **OPTIONAL: NO BID STATEMENT** - Optional form for non-bidders to express interest in future solicitations

Forms 1 through 5, and 8 to 13, must be completed, fully executed and submitted with the BID. BID Form 14 must be completed if applicable. Failure to submit and execute the required Forms shall result in a status of non-responsive. Form 15 is optional for non-bidders.

C. Attachment C: Sample Contract

D. Attachment D: Drawings

E. Attachment E: Project Manual

**INVITATION TO BID (ITB): #C21-13
(ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement**

Attachment A

**Goods and/or Services Requested, Format of Bids,
Evaluation Criteria for Award, and Contract Requirements.**

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

1.0 GENERAL INTENT.

The intent of these specifications is to solicit formal sealed bids from qualified firms to establish a contract, through competitive bidding, to obtain services for the **Bid C21-13 (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement**. Services/Goods will be provided on a one-time purchase basis. The resulting contract will be used by and administered by the Facilities Department of the Savannah Chatham County Public School System, as assigned by the Savannah Chatham County Public School System (SCCPSS) or its representative as detailed in the specifications in Attachment A.

2.0 SUBMITTALS AND ATTACHMENTS.

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

- A. Forms 1 through 5, and 8 through 13.
- B. Form 14, if applicable.
- C. Certificate of Insurance showing that Bidder can obtain has or can obtain all required insurance coverages and Payment and Performance Bonds in the required amount. (Limits stated in Section on Insurance; Bidder will list the District as an additional named insured and certificate holder).
- D. Copy of Current Business License/Tax Certificate/or equivalent.
- E. State of Georgia License (As Applicable)
- F. Completed W-9 Form
- G. Two (2) copies of bid submittal

For bids to be considered, bidders shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

3.0 DESCRIPTION.

The successful bidder will be required to provide the products and/or services requested herein. This procurement will result in a **ONE-TIME** contract, substantially similar to the attached Sample 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.

4.0 SCOPE OF SERVICES.

Contracting services meeting the requirements of the plans and specifications referenced in this solicitation.

5.0 BIDDING DOCUMENTS, PLANS, AND SPECIFICATIONS.

Bidding Documents, including plans and specifications, may be viewed and purchased at www.cdrepro.com. (Click on Login to DFS and register as a new user.) For technical support, please contact Larry Arkwright at Clayton Digital Reprographics, 912-447-0708 or 912-447-5445. The “Public Inspection” Bidding Documents are not to be used as working sets but are for informational purposes and bidding sets are available as described previously.

6.0 VENDOR QUALIFICATIONS.

In judging whether the Bidder is “responsible” for the purposes of this solicitation, the District will consider, but is not limited to, the following:

- a) Whether the Bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- b) Whether the Bidder or its principals have been terminated for cause or are currently in default on a public works contract;
- c) Whether the Bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- d) Whether the Bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.0; and
- e) Whether the Bidder's past work and experience over the past ten (10) years provides evidence of an ability to successfully complete public works projects similar in scope and nature within the established time, quality, or cost, or to comply with the Bidder's contract obligations. Bidder's past experience will be evaluated consistent with the requirements of O.C.G.A. § 36-91-23.
- f) Whether the Bidder's workload will allow the Bidder to complete this project within the established time, quality, or cost, or to comply with the Bidder's contract obligations. In evaluating the Bidder's workload, the District may consider whether the Bidder has submitted bids on other District projects and whether the award of multiple projects to the Bidder may impair the Bidder's ability to complete this project within the established time, quality, or cost, or to comply with the Bidder's contract obligations or may otherwise pose a risk to the District.
- g) Whether the Bidder can satisfy the licensing, insurance, and bonding requirements for the project at the time of bid submission, as evidenced by the documents requested by this solicitation, including, but not limited to, the Bidder's Georgia Contractor's license, business licenses, corporate registration documents, and insurance letters.
- h) Bidders' refusal to provide any documentation requested by the District to assess whether the Bidder is responsive and responsible, including, but not limited to, financial information, other project information, license suspension/terminations, or insurance/bonding documentation etc., may itself be sufficient grounds for the District to deem a Bidder to be non-responsive and/or not responsible.

7.0 EXAMINATION OF THE SITE.

In undertaking the work under this Contract, the Bidder acknowledges that he has visited the Project Site and has taken into consideration all observed conditions that might affect his work. The project site is property of the District. No easements or rights-of-way are required on the site. The Design Professional shall file for all applicable Permits prior to award of the Contract. The Bidder shall be responsible to obtain all applicable permits from the jurisdiction prior to commencing work governed by permit.

8.0 INSURANCE REQUIREMENTS

The Contractor shall procure and maintain throughout the term of this Agreement the following insurance limits and coverages set forth in Section 1.5.3.3 of the attached sample contract. Upon executing this Agreement, provide the District a certificate(s) of insurance evidencing the same, showing that the “Board of Public Education for the City of Savannah and the County of Chatham, the body corporate responsible for public education in the City of Savannah and the County of Chatham commonly known as the Savannah Chatham County Public School System (“SCCPSS”) and all of its elected school board members, administrators, officers, employees, agents, attorneys, heirs, successors, and assigns,” are listed as additional named insureds on all insurance policies except for Contractor’s workers’ compensation and professional liability policies. 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.

For convenience, the required coverages from the Sample Contract are reproduced below:

1.5.3.3.1 Workers’ Compensation Insurance. The Contractor agrees to provide at minimum Workers’ Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers’ Compensation stating the Contractor qualifies to pay its own workers’ compensation claims. The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers’ Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all Subcontractors performing work on this Project are covered by their own workers’ compensation insurance or are covered by the Contractor’s workers’ compensation insurance.

1.5.3.3.2 Employers’ Liability Insurance. The Contractor shall also maintain Employer’s Liability Insurance Coverage with limits of at least:

- (i) Bodily Injury by Accident - \$1,000,000 each accident; and
- (ii) Bodily Injury by Disease - \$1,000,000 each employee.

The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all Subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor’s Employers Liability Insurance Coverage.

1.5.3.3.3. Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$ 2,000,000.00 per Occurrence
2. Products and Completed Operations	\$ 2,000,000.00 per Occurrence
3. Personal Injury	\$ 2,000,000.00 per Occurrence
4. Contractual	\$ 2,000,000.00 per Occurrence
5. General Aggregate	\$ 2,000,000.00 per Project

Additional Requirements for Commercial General Liability Insurance are shown below at Paragraph 1.5.3.3.6.

1.5.3.3.4 Commercial Business Automobile Liability Insurance. The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence. Additional Requirements for Commercial Business Automobile Liability Insurance are shown below at Paragraph 1.5.3.3.6. **This requirement may be satisfied without a separate auto policy, if the required owned, non-owned, and hired automobile coverage is included as part of the Contractor’s Commercial General Liability Insurance coverage.**

1.5.3.3.5 Commercial Umbrella Liability Insurance. The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

<i>For Contract Amounts Less Than \$5,000,000.00:</i>	<i>For Contract Amounts Equal to or Greater than \$5,000,000:</i>
\$ 2,000,000 per Occurrence	\$2,000,000 per Occurrence
\$ 4,000,000 Aggregate	\$10,000,000 Aggregate

1.5.3.3.7 Builders Risk Insurance. Contractor shall provide a Builder’s Risk Policy to be made payable to the Owner and Contractor, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder’s Risk “All Risk”, or its equivalent. The policy shall be endorsed as follows: The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Owner; and
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other Contractors of the Owner.

In the event that the Contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsements in lieu of the Builders’ Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

9.0 BASIS OF CONTRACT AWARD.

Award shall be made on a base bid basis plus selected alternates basis (if any) to the responsive and responsible bidder with the lowest total bid. To the extent the Bid Form also requests unit prices, Bidder agrees to be bound by its stated unit price even if the quantities of the of the items requested varies. No bid may be withdrawn for a period of 120 days after time has been called on the date of opening except in accordance with the provisions of law.

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

In the event all responsive and responsible bids are in excess of the budget, the District, in its sole and absolute discretion and in addition to rejecting all bids, reserves the right either to supplement the budget or to negotiate with the lowest responsive and responsible Bidder pursuant to O.C.G.A. § 36-91-21. Such negotiations may include changes in the scope of work and other bid requirements to obtain a contract price within the budgeted performed by the contract representative and/or his/her designee. In the event of a tie between the two responsive and responsible bidders with the lowest total bid, the District shall resolve the tie with a coin flip by the Director of Purchasing (or her designee), witnessed by at least one other District employee. In the event of a tie between three or more responsive and responsible bidders with the lowest total bid, the winner will be declared by drawing lots in the presence of at least one other District employee in a manner by which the person drawing the lots cannot distinguish between bidders. In light of COVID-19, the District may, in its discretion, find another randomized method of distinguishing among tied bidders to comply with social distancing directives.

10.0 LIQUIDATED DAMAGES.

The bid amount acknowledges the contract date for material completion and an amount of **\$5,000/per calendar day** for failure to meet the **July 22, 2022** date of Material Completion. Bidder agrees that the injury resulting to the District from failure to meet the material completion date is difficult, if not impossible, to accurately estimate, the parties intend this Liquidated Damages provision to be liquidated damages, not a penalty, and the bidder agrees that this is a reasonable pre-estimate of the District's damages resulting from a failure to meet the material completion date.

11.0 DISTRICT REPRESENTATIVE.

The Board has selected **Kevin Ralston, Sr. Director – Capital Projects** as contract representative. After award, supervision of the contract will be performed by the contract representative and/or his/her designee.

The Bidder shall have a communication device that will allow the District's representative and/or his designee to contact him directly in the event of an emergency. The Bidder is required to provide the District's representative will all emergency telephone numbers. It will be the Bidder's responsibility to immediately notify the District's representative of any changes in contact numbers.

12.0 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 shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

13.0 LITIGATION HISTORY.

In response to the Bidder's Disclosure of Responsibility Form, please list any pending criminal actions, civil actions, or other lawsuits against the company in the past three (3) years, including lawsuits by current or former customers or clients.

14.0 TERMS OF CONTRACT.

For this solicitation, the District has attached a Sample Contract as Attachment C for the provision of the goods and/or services requested by this ITB. By submitting a bid, the Bidder agrees that all the terms of the Sample Contract are acceptable to the Bidder and agrees to enter a contract as a result of this solicitation substantially similar to the attached Sample Contract.

The District reserves the right to reject any Bid that does not contain the terms of the Sample Contract or contains other terms unacceptable to the District. The District reserves the right to decline to enter into a contract with any Bidder that refuses to enter into a contract substantially similar to the Sample Contract attached hereto. The District reserves the right to negotiate all terms of any contract proposed by a Bidder up until any point before the School Board awards a contract to a Bidder.

**End of Attachment A
Forms to Follow**

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C21-10 - ATTACHMENT B**

SOLICITATION FORMS

1. Solicitation Form 1: Bid Submission Checklist.
2. Solicitation Form 2: Bid.
3. Solicitation Form 3: Bid Certification Form.
4. Solicitation Form 4: Bidder's References.
5. Solicitation Form 5: Contractor Affidavit Under O.C.G.A. § 13-10-91.
6. Solicitation Form 6: Subcontractor Affidavit Under O.C.G.A. § 13-10-91.

(For reference only- not required to be submitted with Bid-Successful Bidder will obtain from any subcontractors hired after award).
7. Solicitation Form 7: Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91.

(For reference only- not required to be submitted with Bid-Successful Bidder will obtain from any subcontractors hired after award).
8. Solicitation Form 8: Disclosure of Responsibility Statement.
9. Solicitation Form 9: Local and MWBE Good Faith Efforts Requirements.
10. Solicitation Form 10: Local MWBE Development Documentation:
11. Solicitation Form 11: Form of Business Disclosure Statement and Insurance Coverage Statement:
12. Solicitation Form 12: Non-Influence Affidavit
13. Solicitation Form 13: Statement of Bidder's Qualifications:
14. Solicitation Form 14: Bid Security Form: Sample Bid Bond form showing material terms for a bid bond, if one is required because the bid exceeds \$100,000.00.
15. Solicitation Form 15: OPTIONAL: NO BID STATEMENT - Optional form for non-bidders to express interest in future solicitations

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 1**

Bid Submission Checklist

Please include this Bid Submission Checklist on the front of your Bid **and check which documents are included.**

- Solicitation Form 1: Bid Submission Checklist
- Solicitation Form 2: Bid.
- Solicitation Form 3: Bid Certification Form.
- Solicitation Form 4: Bidder's References.
- Solicitation Form 5: Contractor Affidavit Under O.C.G.A. § 13-10-91
- Solicitation Form 8: Disclosure of Responsibility Statement
- Solicitation Form 9: LMWBE Good Faith Requirements
- Solicitation Form 10: Documentation of Good Faith Efforts to Involve LMWBE
- Solicitation Form 11: Form of Business Disclosure Statement and Insurance Coverage Statement.
- Solicitation Form 12: Non-Influence Affidavit
- Solicitation Form 13: Statement of Bidder's Qualifications:
- Solicitation Form 14: Bid Security Form (if bid exceeds \$100,000.00)
- Bidder's Certificate of Insurance: Documents showing that Bidder has or can obtain the minimum insurance required by this solicitation, including Payment and Performance Bonds in the required amounts.
- A copy of the Bidder's Current Business License/Tax Certificate
- Any State of Georgia licenses required to provide the goods and/or services requested by this ITB.
- A copy of the Bidder's W-9, showing its Federal Tax Id. Number and Certification
- Additional Documents Submitted by Bidder in Support of its Bid, including

If the Bidder does not wish to submit a Bid for this ITB but would wish to remain on the District's list of interested Bidders, please submit only Form 15 in an enveloped mark "No Response."

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 2
BID FORM**

To: Savannah-Chatham County Public School System From: _____

Re: Bid # C21-13 – (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement

Bid: Having carefully examined the Bidding Documents describing **Bid # C21-13 – (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement** including all addendums, as well as the site and conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the entire sum of the Work which sum is hereunder called the Bid.

Base Bid for STEM Academy at Bartlett Cooling Tower Replacement

_____ Dollars (\$ _____)

Receipt of the following Addenda is hereby acknowledged: # _____ # _____ # _____ # _____ # _____

Liquidated Damages: The bid amount acknowledges the contract date for material completion and an amount of **\$5,000/ per calendar day** for failure to meet the date of material completion. Bidder agrees that the injury resulting to the District from failure to meet the material completion date is difficult, if not impossible, to accurately estimate, the parties intend this Liquidated Damages provision to be liquidated damages, not a penalty, and the bidder agrees that this is a reasonable pre-estimate of the District’s damages resulting from a failure to meet the **Material Completion date of July 22, 2022.**

Errors or Revisions: Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on this bid form with sufficient clarity to be easily understood. All such annotations shall be made by the authorized representative of the bidder and identified as such. These annotations shall be binding on the bidder. **No revisions will be allowed or accepted on the outside of the envelopes.**

No Withdrawal: The bidder and District agree that this bid may not be revoked or withdrawn after the time set for the opening of bids, except as provided in Georgia law, but is an irrevocable offer that shall remain open for acceptance for a period of 120 days following the time set for the opening of bids. **By signing and submitting this bid form, Bidder is providing written consent pursuant to O.C.G.A. § 36-91-20 to hold its bid open longer than 60 days after the date of bid opening**, unless it may be properly withdrawn for other reasons allowed by law, such as an appreciable error.

Execution of the Contract: If bidder is notified in writing by statutory mail of the acceptance of this bid within thirty five days after time set for the opening of bids, bidder agrees to execute within twenty-one (21) days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to the District a Performance Bond and a Payment Bond on forms shown in Section 7 of the General Conditions of the Contract, both in an amount of equal to 100 percent of the Contract Sum.

Commencement and Completion of Work: Upon the Effective Date of the Contract, bidder agrees to commence all Preconstruction Activities. Within ten days of the date specified in the Proceed Order, bidder agrees to commence physical activities on the Site with adequate forces and equipment to reach **Final Completion by 30 Days AFTER Material Completion.**

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 3
Bid Certification Form**

Please complete this form and sign it in the presence of a notary:

A. 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, Bids or Statements of Qualifications are required to report ownership status.

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

B. How Did You Hear About This ITB? (This information is for statistical use only.)

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

C. Bidder's Certification.

This is to certify that I, on behalf of the undersigned Bidder, have read this ITB in its entirety (including all attachments) and agree to be bound by the provisions of the contained herein.

This ____ day of _____ 20 ____ By: _____
Name (printed)

Title *Signature*

Company

Address (Street, City, State, Zip)

Phone No. *Fax No.*

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

Contact Person for This Bid *Phone Number*

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

D. NOTARY:

Subscribed and sworn before me on

This the ____ day of _____, 20____

Notary public

My commission expires

Due to COVID-19, Bidder may submit this form without a notary but will be required to submit a notarized version when normal business operations resume.

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 4**

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____

2. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____

3. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____

4. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 5**

Contractor Affidavit Required by O.C.G.A. § 13-10-91(b)

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, if awarded a contract, 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

BID #C21-13 (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement

Name of Project

The Board of Public Education for the City of Savannah and the County of Chatham

Name of Public Employer

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

_____, 20____ in _____, and _____
City *State*

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE ____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 6**

(Required only if the Bidder may use subcontractors)

Subcontractor Affidavit Required by O.C.G.A. § 13-10-91(b)

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, if awarded a contract, 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

BID #C21-13 (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement *Name of Project*

The Board of Public Education for the City of Savannah and the County of Chatham

Name of Public Employer

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

_____ in _____, and _____
Date 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 _____, 20_____

Notary Public

My commission expires

Solicitation Form 6

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 8**

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.
3. List any convictions or civil judgments under state or federal law.
4. 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.
5. List any prior suspensions or debarments by any government agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of material and workmanship.
8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
9. List any pending criminal actions, civil actions, or other lawsuits against the company in the past three (3) years, including lawsuits by current or former customers or clients.
10. List any and all other contracts that you are actively seeking to be awarded by the District that may require your performance concurrently with your performance on this project or any other contracts that you currently have or are currently seeking with other customers that you believe may interfere with your timely provision of the goods and/or services sought in this solicitation if you are awarded contract.

I, _____, of

Name of Individual Title & Authority

Company Name

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

Signature

_____ in _____, and _____
Date City State

Subscribed and sworn before me on

This the _____ day of _____, 20_____

Notary Public

My commission expires

Due to COVID-19, Bidder may submit this form without a notary but will be required to submit a notarized version when normal business operations resume.

Solicitation Form 8

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 9**

Local and MWBE Good Faith Efforts Requirements

Bidders are required to submit with their Bid 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.	<input type="checkbox"/> Yes or <input type="checkbox"/> 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.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	<input type="checkbox"/> Yes or <input type="checkbox"/> 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.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 12**

NON-INFLUENCE AFFIDAVIT

Certification under Oath:

O.C.G.A. § 36-91-21 provides in pertinent part:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefore by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

(e) Before commencing the work, any person who procures such public work by bidding or proposal shall make an oath in writing that he or she has not directly or indirectly violated subsection (d) of this Code section. The oath shall be filed by the officer whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

STATE OF GEORGIA
COUNTY OF _____

I do solemnly swear on my oath that, as to the Contract dated _____, 20_____,
between

_____ and The Board of Public Education for the City of Savannah and the County of Chatham, Georgia, I have not directly or indirectly influenced or the attempted exertion of any influence on behalf of the firm on behalf of which this affidavit is made, in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid Contract by or on any employee, officer, or agent of the Board, or any person connected with SCCPSS in any way whatsoever and I have not directly or indirectly violated subsection (d) of OCGA 36-91-21.

BY: _____
Authorized Signature (BLUE INK PLEASE)

Printed Name Title

Sworn to and subscribed before me this ____ Day of _____, 20_____.

Notary Public

My commission expires: _____
(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM

SOLICITATION FORM 13

STATEMENT OF BIDDER'S QUALIFICATIONS:

(To be subscribed and sworn to before a Notary Public)

The bidder submits the following Statement of Bidder's Qualifications for consideration by the District.

Bidder's Name: _____
LEGAL NAME OF BUSINESS

Bidder's Address: _____
LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

CITY STATE ZIP

MAILING ADDRESS IF DIFFERENT FROM ABOVE

Telephone Number: _____ Fax Number: _____
Area Code Number Area Code Number

The full names of persons and firms interested in the foregoing bid as principals are as follows:

(1) _____
Circle One: President Partner District Other

(2) _____
Circle One: Vice President Secretary Partner Other

(3) _____
Circle One: Vice President Secretary Partner Other

Note: If incorporated: The names of both the President and Corporate Secretary must be indicated. If a partnership, all partners must be indicated.

Social Security Number or FEIN: _____

State Where Organized or Incorporated: _____

Georgia Contracting (O.C.G.A. § 43-41 et. Seq.) Licensee: _____

Licensure as: _____ License #: _____

Plan of Organization: (Circle One) Proprietorship Corporation Partnership Joint Venture Other
(Describe)

Years Engaged in Construction Contracting in Present Firm/Organization: _____ years.

[Form Continues on Next Page]

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 13 (Continued)**

Bidder Hereby Certifies that Bidder:

- a. Has never refused to sign a contract after the original bid on a public works contract except as allowed under Georgia law.
- b. Has never been terminated for cause on a public works contract.
- c. Has had no (criminal or felony) convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging, or bribery in the last ten years.
- d. Is not and neither its organization nor its principals are debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.
- e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the State of Georgia.
- f. Has sufficient bonding capacity to obtain a payment and performance bond from a surety meeting the requirements of the Contract Documents and authorized to do business in the State of Georgia.
- g. Has sufficient cash flow to perform this Project.

Remarks or explanations of the above paragraph a through g:

ENCLOSE WITH THIS BID IN A SEPARATE SEALED ENVELOPE A COPY OF YOUR FIRMS MOST RECENT AUDITED FINANCIAL STATEMENT AND A LETTER FROM YOUR INSURER IDENTIFYING YOUR EMR RATES FOR THE PAST THREE YEARS.

REFERENCES: Provide a minimum of three (3) references for construction services for facilities comparable in complexity, size and function for the past ten (10) years. Complete the BIDDERS REFERENCE FORM to be submitted with bid package.

[Form Continues on Next Page]

Solicitation Form 13

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 13 (Continued)**

Bidder Certification

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing Statement of Bidder's Qualifications is true and correct, including any explanation above and submitted under oath.

BY: _____
Authorized Signature (BLUE INK PLEASE)

Printed Name Title

Sworn to and subscribed before me this ____ Day of _____, 20_____.

Notary Public

My commission expires: _____

(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

Statistical Information. This request is made for statistical purposes only.

PLEASE INDICATE BELOW WHICH DESCRIPTION APPLY TO YOUR COMPANY:

____ **LOCAL AND MINORITY/WOMAN BUSINESS ENTERPRISES (LMWBE)** – One of the following statements describes this business: **a)** Owned by a member of a minority race; or **b)** a partnership of which a majority of interest is owned by one or more members of a minority race; or **c)** a public corporation of which a majority of the common stock is owned by one or more members of a minority race. A member of a minority race is defined as a person who is a member of a race that comprises less than fifty percent of the total population of the State of Georgia. For recordkeeping purposes, this includes, but is not limited to, persons who are African American, Hispanic, and Woman.

____ **DESCRIPTION DOES NOT APPLY TO YOUR COMPANY**

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 14**

BID SECURITY FORM

NOTE TO CONTRACTOR: Use of Surety's standard Bid Bond form is acceptable as long as it substantially complies with the following form.

KNOW ALL BY THESE PRESENTS, That we, {Insert Contractor's Legal Name and Address} as Bidder, hereinafter called the Principal, and {Insert Legal Name and Address of Surety}, a corporation duly organized under the laws of the State of {Insert State of Corporate Organization}, as Surety, are held and firmly bound unto:

DISTRICT: _____
Attention: _____
Phone Number: _____
Facsimile Number: _____

as Obligee, hereinafter called the Obligee in the sum of _____ (Not less than five percent of the Bid) Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for: **BID #C21-13 (ESPLOST) Early Learning Center @ Henderson Formey – HVAC Replacement**

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and (1) the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and the Principal shall execute the Contract and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, and the Principal shall pay to the Obligee the difference not to exceed the difference hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid; then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ Day of _____, 20____

Name of Contractor _____

By: **[Insert Name of Contractor's Principal]** (Seal)

Title: _____

Name of Surety: _____

By: **[Insert Name of Surety's Agent]** (Seal)(*)

Title: _____

(*) Attach Power of Attorney

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission expires this _____ day of _____, 20____

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 15**

No Bid Statement Form

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

In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

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

VENDOR STATEMENT:

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

- Prime Contractor Sub-Contractor Supplier/Distributor

Signature/Title

Company Name

Telephone Number

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

Solicitation Form 15