



*Savannah-Chatham County Public School System*

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

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Calculators (Annual Contract)**. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to **12/6/2016 3:00:00 PM**, at which time they will be publicly opened and examined. If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "No Bid".

Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will not be accepted. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered and will be returned unopened to the bidder.**

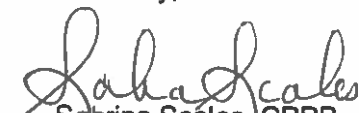
Enclosed is a bid packet, which outlines the items being solicited and instructions which describe the submission of the bid.

All bids must be submitted in a sealed envelope with the bid number, bid name, and the closing date and time clearly marked on the outside. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above. If you wish to receive a copy of the bid results, enclose a self-addressed stamped envelope and a bid tabulation will be returned to you.

Please include in the bid package a copy of firm's current business license and certificate of insurance. Bidders shall file all documents necessary to support their bid and include them with their submission.

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

Sincerely,

  
Sabrina Scales, 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 # 17-22

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for **Calculators (Annual Contract)** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

### I. Standard Terms and Conditions of Bid

#### A. Pricing

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

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

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

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

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

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

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

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

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

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

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

All invoices should be mailed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Savannah-Chatham Board of Public Education  
ATTN: Sabrina L. Scales, Purchasing Director  
208 Bull Street, Room 213  
Savannah, GA 314012  
FAX No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, Thursday, November 17, 2016. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the seventy-two (72) hours prior to the date and time set for opening bids.

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

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

If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "No Bid".

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

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

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

The Board reserves the right to reject any and all bids and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation show it is not in a position to perform the contract.

#### **J. Compliance With Laws**

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.

#### **K. Indemnity Provisions**

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Bidders should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

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

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

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

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

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

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

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

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

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

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

**O. "Responsive" Bidder Criteria**

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

**P. Qualification of Bidder**

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

**Q. Bid Clarification**

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

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

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

**S. Award of Contract**

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

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

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

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

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

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

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

**T. Vendor Performance**

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

## U. Signed Bid Considered Offer

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

## II. Bid Submittal Instructions

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

### A. Completion of Certification Form & LMWBE Program Information Form

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

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

2. Complete the LMWBE Information section with pertinent information for minority/women/majority designation.
3. Complete the "Where Did You Hear About This Bid" section. This information is for statistical use only.
4. Complete all pertinent documents within Attachment "C".

### B. Completion of Bid Submittal Form

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

### C. Bid Preparation and Submittal

All bids shall be:

- Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.** Facsimile, printed, copied or typewritten signatures are not acceptable.
- Submitted in a sealed envelope, which is plainly marked with the bid number and title, and date and time of bid closing. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above.
- Submitted on bid submittal forms as included in this ITB and in accordance with instructions stated above
- Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Closing date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility and risk for having the bid deposited on time and at the place specified on the first page of this ITB. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. Late bids will be returned unopened to the bidder.
- Bids submitted by facsimile transmission will not be accepted.
- Considered an irrevocable offer for a period of ninety (90) days from the date of public bid opening.

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

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

### III. Special Terms and Conditions

The bidder agrees that the Board shall have the right to place purchase orders referencing **17-22** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

#### A. Pricing

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

OR

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

#### B. Performance Bonds

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

#### C. Samples/Demonstrations

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

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

#### D. Warranty

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

**BOARD OF PUBLIC EDUCATION  
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 17-22**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**VENDOR STATEMENT:**

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

- Prime Contractor       Sub-Contractor       Supplier/Distributor

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
*Name of Contractor*

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

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

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

\_\_\_\_\_, 201\_\_\_\_\_  
*Date*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_, 201\_\_\_\_\_  
*Date*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_, 201\_\_\_\_\_  
*Date*

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

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

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

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

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

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

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

## DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

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

**BID SUBMITTAL FORM**

ITB # 17-22

Item	Item Description	Unit Price	Delivery
1	TI-30XS MultiView (single unit) Mfg _____ Model _____		
2	TI-30XS Teacher Kit Mfg _____ Model _____		
3	TI-73 Explorer (single unit) Mfg _____ Model _____		
4	TI-84 Plus (single unit) Mfg _____ Model _____		
5	TI-84 Teacher Kit Mfg _____ Model _____		
6	TI-84+ Emulator Mfg _____ Model _____		
7	TI-Nspire CX handheld (single unit) Mfg _____ Model _____		
8	TI-Nspire CX CAS handheld (single unit) Mfg _____ Model _____		
9	TI-Nspire CX EZ Spot Teacher Pack Mfg _____ Model _____		
10	Basic 4-Function Calculator with square root and percentage functions Mfg _____ Model _____		

**Bids will only be accepted on the models stated in the bid documents or any alternate items which have been approved in writing, in the form of an addendum to this solicitation.**

If a bid is submitted for an alternate item and the alternate item has not been approved, the bid shall be considered non-responsive for that line item.

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of one-hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To accomplish delivery in accordance with the contract documents and specifications.

Delivery can be made within \_\_\_\_\_ days After Receipt of an authorized Purchase Order.

Standard Payment Terms 2%10 Net 40 Accepted \_\_\_\_\_ Yes

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

**ATTACHMENT "A"**  
**SPECIFICATIONS**  
**ITB # 17-22**

**Calculators (Annual Contract)**

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

**1.0 GENERAL INTENT**

The intent of these specifications is to solicit formal sealed bids for calculators required on an "as needed" basis by sites within the **Savannah-Chatham County Public School System**, as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

**2.0 "CONE OF SILENCE" REQUIREMENTS**

A "Cone of Silence" is imposed upon this invitation to bid after advertising, and terminates at the time the Board of Education awards a contract. The Cone of Silence prohibits any communications by written, oral, or electronic form 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, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the bid, program managers, or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular vendor or vendors and to prevent prospective bidders from circumventing the process for selection set forth in this invitation to bid.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing's designees, at pre-proposal conferences, site visits (as applicable), presentations before selection committees, or contract negotiations with bidders selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid packet 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 prospective bidder may result in the rejection of the prospective bidder's bid response and disqualify the prospective 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.

**3.0 GRATUITY PROHIBITION**

The successful bidder shall not 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 bid.

**4.0 AUTHORITY**

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



## **5.0 SUBMITTALS AND ATTACHMENTS**

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

- A. Forms 1 through 7. (Forms 1, 3, 4, and 7 are required)
- B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder will list the District as a Certificate Holder).
- C. Copy of Current Business License/Tax Certificate.
- D. Standard Manufacturer's Warranty (minimum 1 year).
- E. Completed W-9 Form

For proposals or 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.

## **6.0 BASIS OF CONTRACT AWARD**

Award shall be made on a total bid basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty 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 proposals or any bid or proposal 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.

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

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

## **7.0 CONTRACT CHANGES**

By written notice to the contractor, SCCPSS may make changes, within the general scope of the contract.

## **8.0 ASSIGNMENT OF CONTRACT**

The contract shall not be assignable by the bidder in whole or in part without the written consent of the Savannah-Chatham County Public School System.

## **9.0 DESCRIPTION**

The successful bidder will be required to provide the products requested herein. This procurement will result in an annual contract. Any deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

In the event that a bidder is offering another manufacturer and/or model number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the bidder. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final.

Payment will not be released to the bidder until all equipment, services and supplies have been delivered to, accepted by, and to the satisfaction of the District.

## **10.0 SPECIFICATIONS**

See bid submittal form.

## **11.0 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.

## **12.0 BRAND NAME**

Any reference to brand names and code or model number in these specifications is offered as a point of reference in order for bidders to consider style, sizes, weights and similar characteristics. The use of Brand names within this document should not be interpreted as the exclusive brand desired. Bids for products that have been pre-approved by the District as Equal or Equivalent will be accepted.

Specifications used are intended to be open and non-restrictive. The successful bidder is invited to inform the SCCPSS Purchasing Department whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the Purchasing Department rules that it is in the best interest of SCCPSS to consider.

## **13.0 REQUEST FOR APPROVAL OF SUBSTITUTE PRODUCT**

All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Purchasing Department in writing. For the Purchasing Department to prepare an addendum properly, detailed specifications must be submitted for approval.

**All requests for product substitution must be submitted to the Attention of the Purchasing Director prior to the 5:00 pm Thursday, November 17, 2016. Requests must include full detailed specifications for the item being offered as an alternate or approved equal. The only official view of the District is that which is issued by and provided to all Bidders of record by the Purchasing Department in the form of a written addendum.**

## **14.0 INTERPRETATION OF THE TERM "EQUAL"**

The District reserves the right to determine the quality of articles bid as alternates, equal or approved equal, and further reserves the right to reject any and all articles so judged as not equal. If any person contemplates submitting a bid is in doubt as to the true meaning of any part of the conditions and/or specifications, he may submit to the District a written request for any interpretation thereof prior to the specified deadline to allow sufficient time, if required, for a reply to reach all those who received an invitation to bid and to be acted upon, if necessary, before the time and date of bid opening. The District will not be responsible for any other interpretations or explanation of the specifications.

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

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addendum and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System's Purchasing Department. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

## **16.0 REQUEST FOR INTERPRETATION**

Interested bidders may contact the District to obtain clarification of the bid. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648, prior to close of business on Thursday, November 17, 2016. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders who requested the bid. **No questions will be answered by telephone or emails.**

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

## **17.0 PROTESTS**

Any bidder who wishes to protest the handling or fairness of the solicitation shall express their concerns in writing to the Director of Purchasing within five (5) working days of the matter being protested. The formal written protest shall state with particularity the facts and law upon which the protest is based. The Letter of Protest shall be taken under consideration by the Chief Financial Officer and the District's Superintendent. The protesting bidder shall be notified within ten (10) business days the result of such consideration.

## **18.0 RIGHTS OF REJECTION**

The District reserves the right to reject all bids or proposals or any bid or proposal 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.

## **19.0 BID ACCEPTANCE PERIOD**

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

## **20.0 PERFORMANCE PERIOD**

This bid will establish an annual contract to remain open for one year beginning with contract execution. SCCPSS reserves the right to extend the contract for two (2) additional one-year periods with bilateral agreement.

**The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.**

## **21.0 TRANSITION PERIOD**

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

## **22.0 PRICING**

Price must include a standard 12 month manufacturer warranty, all applicable freight charges, inside delivery to the site as indicated on individual purchase orders entered by District sites.

**The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.**

### **23.0 ESCALATION/DE-ESCALATION CLAUSE**

All prices offered shall be firm against any increase for (1) year from the effective date of the contract. Thirty (30) days prior to renewal, SCCPSS may entertain a request for escalation in an award extension in accordance with the most recently published Producer Price Index at the time at the time the Bidder/contractor responds to the a request for extension.

For purposes of this section, PPI Index 1185, Engineering & Scientific Instruments as published by the United States of Department of Labor, Bureau of Labor Statistics will be the benchmark. SCCPSS reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for the one (1) year extension period. This clause also enables SCCPSS to seek de-escalation on the basis of the same cited index and terms.

### **24.0 DELIVERY AND INSTALL**

All deliveries made to District sites shall require inside delivery to the sites listed on individual purchase orders. Bid pricing must include all delivery charges. Delivery time must be stated on the Bid submittal form. Delivery must be during normal school/working hours. District staff will not participate in the removal of merchandise from any truck or transport vehicle.

If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor . If delivery of goods or services is not complete within the time specified. The District may, without liability and in addition to any other rights or remedies, terminate the agreement by notice, effective when received, as to goods not yet delivered or rendered. The District may purchase substitute goods or services and charge vendor for any additional expense incurred.

### **25.0 TERMS OF PAYMENT & INVOICING**

Bidders shall invoice the Board after the noted materials/supplies have been accepted by the requesting site representative and/or site administrator. Failure to ship orders in its entirety will prevent payment of invoice; moreover, per the Board backorder policy, no backorders will be accepted. **Payment terms are 2% 10 Net 40.**

When submitting invoice for payment, the vendor shall list the following items on his/her invoice. In addition, the bidder shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid Number

All original invoices should be mailed to:

Savannah-Chatham County Board of Education  
Attention: ACCOUNTS PAYABLE  
208 Bull Street Room 119  
Savannah, Georgia 31401

### **26.0 QUANTITIES**

The estimated quantities given are intended only as a guide for the bidder. The Board does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may

exceed the estimated annual quantities shown and the successful bidder shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract.

Bidders failing to honor or fulfill purchasing requirements during the established performance period are subject to be removed from the bidder's list for two (2) bid cycles.

### **27.0 WARRANTY**

A standard manufacturer warranty shall apply to all equipment, parts, and supplies provided under a resulting contract. The bidder will guarantee that all labor, products provided are free of material defects and/or workmanship for a minimum period of twelve (12) months from the date of acceptance. Any extended warranties offered after the standard manufacturer's warranty shall be stated in bid submittal and any cost associated therewith shall be clearly stated in the bid documents.

If, during the warranty and/or extended warranty period, such faults develop, the successful bidder agrees to immediately replace the unit or the part affected without any additional cost to the District. All equipment provided will be "new." Factory seconds, discontinued, re-manufactured, re-built, used and or surplus equipment will not be accepted. Bidder must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of the commodity or service.

### **28.0 DISCONTINUATION OF COMMODITY, EQUIPMENT, OR TECHNOLOGY UPGRADES**

In the event that configurations or models offered are discontinued or upgraded by the manufacturer, the bidder shall recommend an equivalent replacement item from the same manufacturer at equal or lower pricing. Bidder(s) shall advise SCCPSS' Purchasing Department and/or SCCPSS' Academics Division of any anticipated discontinuation along with a recommended replacement. The bidder(s) shall advise SCCPSS of any anticipated discontinuation or upgrades with thirty (30) days advance notice. New replacement of commodity, equipment, or technology upgrade shall be provided to the Academics Division for testing and evaluation. SCCPSS reserves the right to accept or reject the replacement item.

### **29.0 TAXES**

Bidder will timely pay all taxes lawfully imposed upon bidder with respect to this Contract. Bidder makes no representation whatsoever regarding any tax liability of bidder, nor regarding any exemption from tax liability related to this Contract.

### **30.0 DELAYS AND EXTENSION OF TIME**

If the bidder is delayed at any time in the progress of providing commodities/services by an act of or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fire, acts of God; unusual but well documented and excusable delays in performance, or other causes beyond the bidder's control, or by delay authorized by the District, then the contract term of service may be extended by a contract amendment for such reasonable time as the District and the bidder may agree.

### **31.0 LIQUIDATED DAMAGES**

The District will reduce the bidder's invoice in the amount of **\$50.00/PER DAY** for any failure to provide the delivery as specified in the bid documents and resulting contract.

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

### **32.0 SUBCONTRACTING**

The Contractor shall not subcontract any part of the work to be covered by this contract without the District's prior written approval.

### **33.0 OCCUPATIONAL SAFETY AND HEALTH ACTS**

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

### **34.0 FISCAL FUNDING**

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

### **35.0 INDEMNIFICATION**

Contractor hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the "SCCPSS," the "District, or the "Owner"), the Board of Education for the City of Savannah and the County of Chatham (the "Board of Education"), and any Program Manager serving as the Owner's representative for the Project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent they are caused by the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf., or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for loses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder. Nor do the parties intend this indemnification provision to require the Contractor to indemnify the District for claims for attorney's fees and expenses of litigation asserted by the District against the Contractor for the Contractor's alleged breach or default under the terms of this Contract, unless the Contractor is determined by a court of competent jurisdiction to be liable to the District and the District's recovery of attorney's fees and litigation expenses is otherwise permitted by applicable law.

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

Suits or Claims for Infringement. The Contractor shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

### **36.0 INSURANCE REQUIREMENTS**

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractors bid. Prior to the commencement of any work, the Contractor shall obtain and furnish

certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

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

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

Upon notification of award the successful bidder will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted bid. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

### **37.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION**

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual.

Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

### **38.0 LITIGATION HISTORY**

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

### **39.0 COMPLIANCE WITH LAWS**

Bidder will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations.

Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

#### **40.0 CONTROLLING LAW AND VENUE**

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

#### **41.0 OBLIGATION OF BIDDER**

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

#### **42.0 EFFECT OF LATER DETERMINATION**

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 44.0 and without any other damages or relief.

#### **43.0 OWNER'S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT**

In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold the successful bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the successful bidder(s) shall fail to fulfil in a timely and proper manner their obligations under this contract, or if the successful bidder violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the successful bidder shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the successful bidder. The District may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to the District from the vendor is determined.

#### **44.0 OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE**

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any Notice of Termination shall be issued in writing to the successful bidder at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, successful bidder must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve successful bidder of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service but no amount shall be allowed for anticipated profit on unperformed service.



## **ATTACHMENT "B"**

### **INSURANCE REQUIREMENTS**

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

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

**ATTACHMENT "C"**  
**LMWBE BUSINESS PARTICIPATION PROGRAM**

It is the policy of the Board of Public Education ("owner") that LMWBE's shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE's have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled "Good Faith Efforts" to select contractors, vendors, and suppliers from certified LMWBEs. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

**DEFINITIONS OF LMWBE**

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

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

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

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

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

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

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID #: 17-22

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

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

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

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

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

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

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

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

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

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

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

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

**NOTE:** The Savannah Entrepreneurial Center is available to identify qualified LMWBE's. Please contact the Office at (912) 652-3582.

**ATTACHMENT "C" – Exhibit #2  
GOOD FAITH EFFORTS REQUIREMENTS**

NAME OF BIDDER: \_\_\_\_\_ BID #: 17-22

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

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

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

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID #: 17-22

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

Joint venture firms	Level of work	Financial participation

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

NAME OF CONTRACTOR/CONSULTANT: \_\_\_\_\_ BID #: 17-22

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

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

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

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

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

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

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

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

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

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

**NOTES:**

- Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Exhibit 1, including an accounting for any changes in LMWBE firms employed.
- This report must be completed in duplicate and one copy submitted with CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS and the second copy directly to the district's program management firm.