



an equal opportunity employer

Ladies and Gentlemen:

## The Board of Public Education

208 Bull Street, Savannah, Georgia, 31401 912/201-5600

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Emergency Bid - Largo Tibet Elementary Bus Canopy Refurbishment**. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to **08/14/2014 11:00:00 AM** at which time they will be publicly opened and examined. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development Information (LMWBE) document found in this packet marked "No Bid". All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Friday, 08/08/2014 at 10:00:00 AM in 430 Tibet Avenue, Savannah, GA 31406.

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

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

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

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

Sincerely,

Sabrina Scales  
Purchasing Director

## INVITATION TO BID #EB 15-01

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 **Emergency Bid - Largo Tibet Elementary Bus Canopy Refurbishment** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

### I. Standard Terms and Conditions of Bid

#### A. Pricing

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

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

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

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

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

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

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

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

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

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

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

All invoices should be mailed to:

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

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

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

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

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

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

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

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

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

**D. Discontinuation of Equipment**

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

**E. Submittal of Objections**

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

**F. ITB Interpretations/Addenda**

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

Savannah-Chatham Board of Public Education

Attn.: Joan Carter  
Buyer  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will be 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, 08/08/2014 05:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the **close of business on 08/11/2014 10:00:00 AM.**

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

**G. *Failure to Bid***

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

**H. *Errors in Bids***

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

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

The Board reserves the right to reject any and all bids and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation shows 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 a bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part:

No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or

liability.

**L. Cancellation/Default of Contract**

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

**M. Certification of Independent Price Determination**

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

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

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

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

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

**O. "Responsive" Bidder Criteria**

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

**P. Qualification of Bidder**

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

**Q. Bid Clarification**

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

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

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

**S. Award of Contract**

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

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

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

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

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

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

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

**T. Vendor Performance**

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

**U. Signed Bid Considered Offer**

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

**II. Bid Submittal Instructions**

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

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

**Form**

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

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

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

**B. Completion of Bid Submittal Form**

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

**C. Bid Preparation and Submittal**

All bids shall be:

- \* Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.
- \* Submitted in the provided manila envelope, which is plainly marked with the bid number and title, and date and time of bid opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.
- \* Submitted on bid proposal forms as included in this ITB and in accordance with instructions stated above.
- \* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Opening date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the risk for having the bid deposited on time and at the place specified on the first page of this ITB. Late bids will be returned unopened to the bidder.
- \* Bids submitted by facsimile transmission will not be accepted.
- \* Considered an irrevocable offer for a period of sixty (60) days from the date of public bid opening.

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

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

**III. Special Terms and Conditions**

The bidder agrees that the Board shall have the right to place purchase orders referencing EB 15-01 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

**A. Pricing**

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

**OR**

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

**B. Performance Bonds**

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

**C. Samples/Demonstrations**

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

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

**D. Warranty**

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 24 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 # EB 15-01**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Please check ownership status as applicable:

- Local
- African American
- Majority
- Woman
- Hispanic
- Non-Local

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

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

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

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

(This information is for statistical use only.)

- City of Savannah, Department of Economic Development
- Received Request for Qualifications by Mail
- The Savannah Tribune Legal Ad
- Other \_\_\_\_\_
- The Herald Legal Ad
- Savannah News Press Legal Ad
- Visiting the Purchasing Office

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

My Commission Expires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISCLOSURE OF RESPONSIBILITY STATEMENT**

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

**BID SUBMITTAL FORM**

**ITB #EB 15-01**

<u>ITEM</u>	<u>UNIT PRICE</u>
<b>Largo Tibet Elementary School - Bus Canopy Refurbishment</b> Materials & Labor Cost to include: all labor services, materials and equipment required to complete the entire Scope of Work in accordance with the specifications outlined in the bid documents.	Lump Sum Fee \$ _____
<b>Deductive Alternate No. 1:</b> Delete all painting from project (with the exception of the painting in Section 32.2)	\$ _____
<b>Deductive Alternate No. 2:</b> Delete all painting and wet sandblasting of concrete deck (with the exception of the painting in Section 32.2)	\$ _____
<b>Unit pricing</b> Wood Nailer per LF	\$ _____ per LF

*\*All unit bid prices are "turn key" based on the Scope of Work requirements stated herein and include all overhead, labor, materials, supplies, insurance, licenses, taxes, per diem, fuel surcharges, etc. The District will not honor any price increases or additional costs during the term of the contract. All bids must be submitted on this form and in the format identified above. Failure to comply with this requirement will result in bid being deemed as "non responsive".*

Commencement of Services: \_\_\_\_\_ /Days from Notice to Proceed

Delivery of "New" Canopy Materials: \_\_\_\_\_ /Days from Notice to Proceed

"Best" Guaranteed Project Completion: \_\_\_\_\_ /Days from Notice to Proceed\*

\* Project completion cannot exceed 30 days from Notice to Proceed.

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 provide material/service in accordance with the contract documents and specifications.

**FIRM SUBMITTING BID:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STANDARD PAYMENT TERMS OF 2%10 NET 40 ACCEPTED Y \_\_\_ N \_\_\_**

**E-MAIL ADDRESS:** \_\_\_\_\_

## **ATTACHMENT "A"**

### **SPECIFICATIONS**

**ITB #EB 15-01**

#### **Emergency Bid - Largo Tibet Elementary Bus Canopy Refurbishment**

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

#### **1.0 GENERAL INTENT**

The Savannah-Chatham County Public School System "SCCPSS" is seeking sealed bids from qualified and certified contractors to re-roof and refurbish the concrete bus canopy located at the west end of the gymnasium at Largo Tibet Elementary School located at 430 Tibet Avenue, Savannah, GA 31406

The intent of these specifications is to describe the quality and type of re-roof and refurbishment to be completed at Largo Tibet Elementary. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow Savannah-Chatham County Public Schools to evaluate those exceptions must be submitted with the bid.

**All specifications listed herein shall supercede any specifications previously stated in general terms and conditions.**

#### **2.0 METHOD OF BIDDING**

Bids must be submitted on the basis of Total Base Bid as outlined on Bid Submittal Form of this document. Deductive alternates and unit pricing must be priced as requested on the Bid Submittal Form.

#### **3.0 PRICING AND PROJECT COMPLETION DATE**

Lump Sum bid prices must include all applicable equipment, tools, supplies, labor, travel time, fuel cost, per diem, insurance, taxes, licenses, etc. required by the Contractor to perform the scope of work and specifications provided herein will be "turn-key". Bidder must state their "best" guaranteed delivery period and project completion (upon the receipt of Notice to Proceed) on the Bid Submittal Form. Material completion date will not exceed thirty (30) days from Notice to Proceed.

#### **4.0 PERFORMANCE PERIOD**

This bid will establish a contract to remain open until the project has been completed and accepted by the Savannah-Chatham County Public School System representative.

#### **5.0 BASIS OF AWARD**

The contract will be awarded to the responsive and responsible bidder offering the lowest net cost to SCCPSS and meeting or exceeding specifications. The Board reserves the right to make the award it deems to be in the best interest of the District.

#### **6.0 REFERENCES**

Contractors submitting bids shall include a minimum of three (3) references from similar jobs completed within the past three (3) years. Contractors must provide, upon request, information on any projects they have previously worked on which were prematurely terminated. Contractor must provide, upon request, a list of any contractual penalties they have paid for breach or non-compliance with contract specifications such as overruns or liquidated damages.

#### **7.0 STANDARDS AND GUIDELINES**



The successful Contractor shall follow all guidelines, rules, and regulations set forth in the most recent National and State of Georgia codes.

### **8.0 SITE SECURITY**

All Contractor personnel must coordinate with the school's front office or security personnel prior to entering Board property. The successful Contractor's employees must present an i.d. and must sign in and out when working and/or making deliveries to job site during operational hours. All personnel must remain in assigned work area. It shall be the sole responsibility of the successful Contractor to safeguard his materials, tools, supplies and equipment while on Board property. The Board will not assume any responsibility for vandalism and/or theft of materials, tools, supplies and/or equipment.

### **9.0 QUALIFICATIONS**

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

### **10.0 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.

### **11.0 CONTRACT CHANGES**

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

### **12.0 INSURANCE**

Bidders shall submit proof of insurance as listed in Attachment "B" with their bid submittal. 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.

### **13.0 INVOICES**

Original Copies should be mailed to :

Savannah-Chatham Board of Public Education  
ATTN: Accounts Payable  
208 Bull Street, Room 119  
Savannah, Georgia 31401

Copies should be mailed to:

Mr. Carey Stark  
Board of Education - Maintenance & Operations  
2219 Gamble Road  
(912) 395-5563 Phone  
(912) 201-5494 Fax

### **14.0 TAXES**

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

### **15.0 SAMPLES**

Upon notification by the Board the apparent successful bidder shall provide, **within thee (3) days**, samples as requested. Samples will be provided at the expense of the bidder.

### **16.0 WARRANTY**

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of **at least twenty (24) 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, any faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

### **17.0 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.

### **18.0 COMPLIANCE WITH LAWS**

Bidder shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. Bidder shall agree that in the performance of the contract, they 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.

### **19.0 ASSIGNMENT OF CONTRACT**

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

### **20.0 PERSONNEL REQUIREMENTS**

The Contractor will use only properly trained personnel and certified technicians on any District requirement. Contractor will be required to supervise all personnel working on any District site.

### **21.0 DAMAGE**

The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of the contract.

### **22.0 DISPOSAL OF DEBRIS**

The Contractor shall keep the premises clean and free from accumulation of waste materials and rubbish. This shall be done on a daily basis. At the completion of the work, he shall remove all waste materials and rubbish as well as all his tools, equipment, and surplus materials. The Contractor will be responsible for providing any dumpsters for the waste materials and rubbish and will pay all costs associated with disposal.

### **23.0 PROTECTION AND STORAGE OF MATERIALS**

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

### **24.0 SUPERVISION**

The Contractor shall provide all necessary and sufficient supervision over the work being performed and shall be held solely responsible for the conduct and performance of his employees (agents) involved in work under this contract.

### **25.0 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.

### **26.0 CERTIFICATIONS/PERMITS**

The Contractor shall obtain and pay for all permits required by law for the execution of this work. The Contractor will also obtain and pay for all certificates, inspections and other legal fees required for the execution of this work.

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

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the ITB, it 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 amendment and shall be given by written notice to all parties who have received this ITB 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 ITB prior to submitting the proposal or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the bidder(s).

### **28.0 INQUIRIES**

Interested bidders may contact the District get clarification of the bid proposal. ALL INQUIRIES MUST BE RECEIVED NOT LATER THAN 5:00 P.M., August 8, 2014. All questions will be directed in "writing" to the attention of the Purchasing Director of the Savannah-Chatham County Public School System, 208 Bull Street, Room 213, Savannah, Georgia, 31401 or by fax to (912) 201-7648. EMAIL INQUIRIES WILL NOT BE ACCEPTED. No employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to each bidder by written addendum. No questions will be answered by phone.

### **29.0 BID SUBMITTAL**

Bidder(s) shall submit two (2) original documents of the Bid response. The bid response should be returned in a sealed envelope or package, addressed as directed on the Cover Page, and identified with the following information clearly marked on the outside on the envelope.

1. Name and Address of Bidder
2. ITB #
3. ITB Title
4. Due Date and Time

Savannah Chatham County School System will not accept bids submitted by facsimile.

### **30.0 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 canceled.

### **31.0 PROJECT DESCRIPTION/SPECIFICATIONS**

Labor and materials to re-roof and refurbish the concrete bus canopy located at the west end of the gymnasium.

### **32.0 SCOPE OF WORK**

#### **32.1. Roofing**

- a. Remove existing roofing materials down to concrete deck and edge flashing from wood nailers.
- b. Inspect wood nailers and replace where necessary per unit pricing.
- c. Install new edge metal in a gravel stop detail on the west, north and south sides of the canopy.

Install a drip edge detail on the east side of the canopy.

- d. Inspect and prepare substrate to meet manufacturer's requirements for installation.
- e. Install new 60 mil TPO/PVC membrane in cold adhesive.
- f. Hot air weld seams and perimeter per manufacturer's written instructions.
- g. Provide a twenty (20) year warranty from manufacturer.
- h. Provide a two (2) year workmanship warranty from installer.

32.2. **Structural Repairs**

- a. Re-enforce one metal support frame.
- b. Follow written instructions provided by structural engineer. All steel preparations and painting for this single support re-enforcement shall be included in the turn-key pricing and separate from any deduct alternate. See PDF document attached below (EB 15-01 Largo Tibet Canopy Structural Engineer Comments.pdf) for the structural engineer comments.



[EB 15-01 Largo Tibet Canopy Structural Engineer Comments.pdf](#)

32.3. **Painting**

- a. Wet sandblast or power brush steel structure to be free of rust and scale.
- b. Coat steel with an oil-based zinc rich primer.
- c. Paint steel structure with a high quality exterior oil based paint.

32.4. **Masonry**

- a. Wet sandblast the underside of concrete deck to remove all paint in a uniform fashion. Underside of concrete will remain unfinished.
- b. Check pointing between concrete panels and remove any loose mortar.
- c. Re-point joints between concrete panels where necessary to match existing.

**33.0 SITE VISITATIONS AND MATERIAL INSPECTION**

Bidders are required to familiarize themselves with the job site and all aspects of the scope of service requirements prior to submitting a bid. A site visitation will be conducted during the Pre-Bid conference. Bidders can arrange additional site visitations (by appointment only) by contacting Mr. Carey Stark, PE, Maintenance Director, SCCPSS at (912) 395-5563.

**34.0 CONTRACTOR'S USE OF PREMISES**

Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated. Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials and equipment on-site.

- Contractor shall coordinate use of premises under direction of Maintenance and Operation representative. All work under this contract shall be completed during the normal business hours Monday-Friday 8:00 am - 5:00 p.m.
- Work will be completed while the campus is occupied. It will be the Contractor's responsibility to ensure the safety of students and staff during the project.
- Contractor shall assume full responsibility for protection and safekeeping of Products under this Contract stored on the site.
- Contractor shall move any stored Products, under Contractor's control, which interfere with operations of the Owner.
- The Contractor must provide portable restroom facilities for their employees.
- All Contractor personnel must adhere to the District's tobacco free policy at all times while on SCCPSS property.

**35.0 SCHEDULE OF COMPLETION**

All Work shall be complete within 30 days after receipt of purchase order and/or Notice to Proceed notification.

### **36.0 LIQUIDATED DAMAGES**

Final Completion: Should the entire scope of Work not be performed on or before the time agreed upon, there will be deducted from the Contract Balance the sum of Five Hundred Dollars (\$500.00) per consecutive calendar days, as Liquidated Damages, but not as a penalty, for each day's delay after expiration of such period, and until final completion of the Work and its acceptance by the Owner. The date of Final Completion is defined as the date certified by Owner's representative as the date upon which the Work is completely finished.

### **37.0 PRECAUTION AND SAFETY**

The Contractor shall construct all barriers, air chambers, decontamination areas, etc., as required by OSHA, the Environmental Protection Agency and all other governing agencies.

Fire Protection: Provide and maintain an adequate number of hand fire extinguishers at convenient and appropriate locations during construction. Avoid all accumulations of flammable debris by removing rubbish promptly. Take all other precautions necessary to prevent fire. Supervise closely the storage of paint materials and other combustible products.

Accident Prevention and Safety: Comply with all applicable laws, ordinances, rules, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railings, barricades, lighting, posting of danger signs and other warnings against hazards. Where prevention of construction accidents is not regulated by code or ordinance, comply with AGC's "Manual of Accident Prevention in Construction." Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. All scaffolds shall be built in accordance with all requirements of local state, and Federal laws and regulations.

### **38.0 CONTRACTOR PERSONNEL**

All Contractor personnel and/or staff is to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves in a respectable and courteous manner while performing any work under a resulting contract and/or whenever they are on Savannah Chatham County Public School System property. The following code of conduct will be adhered to by the Contractor, his agents, and/or his employees.

### **39.0 PERSONNEL CODE OF CONDUCT**

- A. The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the Board prior to entering Board property to provide services. Bidder will submit with bid response a list of all employees, including back-up personnel, that will be providing services under a resulting contract.
- B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a picture ID that is issued by the State of Georgia. Service technician(s) will present ID to Board Staff upon request. This provision will be strictly enforced.
- C. The use of tobacco or tobacco products on Board property is prohibited.
- D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any Board facility. This includes any service technicians that are hired prior to and/or after contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.
- E. The Contractor, or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
- F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

- G. Possession of firearms will not be tolerated on Board property; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation. No person who has a firearm in their vehicle will be permitted to park on Board property.

#### **40.0 BACKGROUND CHECKS**

The successful Contractor shall not utilize, in the performance of this contract, any employee who has been convicted of a felony and/or crimes against children. Should there be a reasonable doubt regarding a particular person's suitability, the Board reserves the right to request a security/background check. All requests for background checks will be made through the District's Purchasing Department. The successful Contractor shall submit copies of all security/background checks requested within twenty-four (24) hours of a request by the District for such information. Failure to complete and/or to submit any security/background check requested by the District may result in immediate cancellation of the contract. The successful Contractor will also ensure that all employees adhere to the District's Drug Free Workplace policy.

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

Contractor is required to complete the Contractor Affidavit Form under O.C.G.A. § 13-10-91(b) (1) verifying its compliance with Georgia State Law. The State law requires that every employer and every private employer that contracts for the physical performance of services for all contract with the County must be registered with and use the E-Verify Program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual. Please note that all E-Verify numbers must be four-six digit numbers. All Contractor Affidavit Forms must be notarized and all affidavits are subject to open records.

#### **42.0 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.

#### **43.0 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.

#### **44.0 TERMINATION FOR LACK OF FISCAL FUNDING**

Notwithstanding any other provisions of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the 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 (hereafter to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

#### **45.0 TERMINATION FOR CAUSE/DEFAULT**

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

Specifically, if, through any cause, the bidder(s) shall fail to fulfill in a timely and proper manner their

obligations under this contract, or if the bidder violate any of the covenants, agreements, or stipulations of this contract, the Board shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the bidder shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of contract by the bidder. The Board may withhold any payments to the bidder for the purpose of set off until such time as the exact amount of damages due to the Board from the vendor is determined.

**46.0 TERMINATION FOR CONVENIENCE**

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

## **ATTACHMENT "B"**

### **INSURANCE REQUIREMENTS**

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

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



## **ATTACHMENT C**

### **LMWBE BUSINESS PARTICIPATION PROGRAM**

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

### **DEFINITIONS OF LMWBE**

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

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

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

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

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

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

**ATTACHMENT C - Exhibit #1**

**PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LMWBE FORM 1 BID#EB 15-01

**ATTACHMENT C - EXHIBIT #2**

**GOOD FAITH EFFORTS REQUIREMENTS**

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

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

**ATTACHMENT C - EXHIBIT #3**

**JOINT-VENTURE DISCLOSURE STATEMENT**

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

Joint venture firms	Level of work	Financial participation
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LMWBE FORM 2 & 3 BID #EB 15-01

**ATTACHMENT C - Exhibit #4**

**LMWBE MONTHLY REPORT**

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

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

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

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

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

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

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

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:**

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

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

LMWBE FORM 4 BID #EB 15-01