

<b>REQUEST FOR QUOTATION</b> <b>M#19420</b> <b>Furniture for Culinary Lab @ SHS</b>	<b>Savannah-Chatham Board of Education</b> <b>208 Bull Street – Room 213</b> <b>Savannah, GA 31401</b>
<b>VENDOR:</b> <b>Attn:</b> <b>PHONE #</b> <b>FAX #</b>	<b>RETURN VIA EMAIL TO:</b> <b>Teresa Jayne Phillips, Purchasing Agent</b> <b>Savannah-Chatham Co. Board of Education</b> <b>(912) 395-1097 (PHONE)</b> <b>Teresa.Phillips@sccpss.com</b>
<b>ORDER PLACED BY: Facilities Construction</b>	<b>DELIVERY/INSTALL COMPLETE:</b>
<b>TERMS: 2% 10, NET 40 days</b>	<b>FAX RFQ RESPONSE BY: 08/10/2018 @ 11:00 A.M.</b>

**GENERAL SCOPE OF WORK**

The Savannah Chatham County Public School System (SCCPSS) intends to purchase Fifty Two (52) dining room chairs for the Culinary Lab at Savannah High School. Delivery shall include assembly (if required), installation/set up, and removal of all debris from site. The Specifications are as follows:

- Chair Manufacturer: Grand Rapids Chair Company
- Series: Molly
- Model#: W507
- Grade: 60
- Wood Frame Color: ALMOND
- Description: Solid European Beech frame, Upholstered model features 2” of High Resilience Foam, and Metal Carpet Glides
- Warranty: Wood Chairs: One year free from defects and workmanship; 10 years structural integrity
- Upholstery Pattern: Pitch466186
- Upholstery Color: Pitch Aura 016
- Content: 100% Vinyl
- Finish: Antimicrobial Ink-Resistant Protective Topcoat
- Backing: Polyester
- Bolt Size: 54” (137 cm)
- Repeat: None
- Durability: 100,000 double rubs
- Flammability: Textile meets all appropriate flammability requirements, including California Bulletin #117-2013 and NFPA 260
- Lightfastness: 1000+ Hours
- Maintenance: W/B Clean with water-based cleanser or diluted household bleach
- Reduced Environmental Impact: Environmentally Improved Manufacturing Process: PFC-Free

The work is intended to be performed during normal business hours (8:00 am to 5:00 pm), Monday through Friday; however additional hours and/or weekend access can be made available with prior approval by SCCPSS Design Project Manager, Duane Shore

All contractor employees shall comply with SCCPSS policies and regulations as listed on the District’s website **www.sccpss.com**.

Contractor shall remove and properly dispose of all construction debris on a daily basis.

Contractor shall provide all labor, materials, equipment and supervision as necessary to perform the work.

**REQUEST FOR INTERPRETATION/EQUIVELANT EQUAL SUBSTITUTION**

Interested Bidders may contact the District to obtain clarification of this Request For Quote (RFQ). All questions/requests 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 **by close of business on August 3, 2018**. 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 as well as posted to the Georgia Procurement Registry (GPR). **No questions will be answered by telephone or emails**. Addendum will be posted **by close of business on Wednesday, August 8, 2018**. Interested Bidders must submit quote **no later than Friday, August 10, 2018 @ 11:00 A.M.**

**BASIS OF CONTRACT AWARD**

Award will be issued to the bidder(s) who meet or exceed specifications and offer the lowest net cost to the District.

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No bid may be withdrawn for a period of one hundred twenty (120) days after time has been called on the date of opening except in accordance with the provisions of law.

The District reserves the right to reject all bids or any bid that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this Request for Quote at any time before the District 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 District, without regard to the same being the lowest bid.

**SUBCONTRACTING**

The Contractor shall not subcontract any part of the work to be covered by this contract without the District's prior written approval. All approved subcontractors and sub-subcontractors must be listed on the attached Subcontractor Affidavit and Sub-Subcontractor Affidavit.

The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors City/County Business License must be attached.
- Documentation of each sub and sub-subcontractor's manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

**INDEMNIFICATION**

The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the "Board"), the Savannah-Chatham County Public School District, 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 arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the 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 will survive the termination of the contract with the Contractor 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 losses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification does not extend beyond the scope of this contract awarded to the Contractor and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

This indemnification does not extend to claims for losses 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. Contractor shall indemnify and hold the Indemnitees 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.

**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.

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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 and additional insured. 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.

**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.

**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.

**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.

**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.

**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 Owner's Right to Terminate for Convenience and without any other damages or relief.

**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

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<p>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.</p> <p><b><u>OWNER’S RIGHTS TO TERMINATE FOR CONVENIENCE</u></b></p> <p>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.</p> <p>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.</p> <p><b>Required Submittals:</b></p> <ol style="list-style-type: none"> <li>1. <b>Contractor Affidavit Form</b></li> <li>2. <b>Subcontractor Affidavit (if needed)</b></li> <li>3. <b>Sub-Subcontractor Affidavit (if needed)</b></li> <li>4. <b>Current Business License</b></li> <li>5. <b>Certificate of Insurance (with limits as stated above)</b></li> </ol>	
<b>LUMP SUM COST PROPOSAL</b>	\$

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

COMMENTS: PLEASE ADVISE PRICING & AVAILABILITY AS SOON AS POSSIBLE. THANK YOU FOR YOUR QUICK RESPONSE. QUOTE **F.O.B. DELIVERED PRICES**. PRICES MUST STAND ALONE.

**SCCPSS IS EXEMPT FROM STATE OF GEORGIA- SALES AND USE TAX**

**Name of Firm Submitting Bid** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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*

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

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

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