Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Building Fire Alarm Inspection Services (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 2/2/2016 11:00:00 AM**, 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.**

All bidders are encouraged to attend a pre-bid conference at 10:00 A.M. on Wednesday, January 20, 2016 in Room 306 of the SCCPSS Central Offices Building located at 208 Bull Street, Savannah, Georgia, 31401.

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 the attention of Margaret Disher, CPPB, Purchasing Agent, 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 # Bid 16-19

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 Building Fire Alarm Inspection Services (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.
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.

C. 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.

D. 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.

E. 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: Margaret Disher, CPPB, Purchasing Agent
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, on January 21, 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.

F. 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”.

Bid # Bid 16-19 | Page 3
G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.
M. 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.

N. “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

O. 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.

P. Bid Clarification

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

Q. 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.

R. 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 “C” 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.

S. 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.

T. 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 Bid 16-19 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 # Bid 16-19

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 __________ day of ______________________, 20 ____, By __________________________________________

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

Acknowledged 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.

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

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

☐ City of Savannah, Dept. of Economic Development
☐ The Herald Legal Ad
☐ Received Request by Mail
☐ The Savannah Tribune Legal Ad
☐ Visiting the Purchasing Office
☐ Savannah News Press Legal Ad
☐ Other: __________________________

Name, Title

________________________________________

Authorized Signature

________________________________________

Date

/ ___/20 ___

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE____________________DAY OF___________________, 20___

__________________________
Notary Public; My Commission Expires: ____________________________

FORM 1
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:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

FORM 2
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: ________________________________

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

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:

Date__________________________, 201____

in ________________________________, and ________________________________

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 REPUBLIC

______________________________

My Commission Expires

FORM 4
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

FORM 5
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 ________________________, 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

FORM 6
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 # Bid 16-19

BID FORM

I. ANNUAL FIRE ALARM SYSTEM INSPECTION SERVICES:

<table>
<thead>
<tr>
<th>System Manufacturer</th>
<th>&quot;All Inclusive&quot; Annual Inspection Cost (Per Unit)</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADT</td>
<td>/Per System</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Edwards</td>
<td>/Per System</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>EST</td>
<td>/Per System</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Howard</td>
<td>/Per System</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Notifier</td>
<td>/Per System</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>Simplex</td>
<td>/Per System</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Other- Not specified above</td>
<td>/Per System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. "AS NEEDED" CLEANING OF SMOKE DETECTOR UNITS:

<table>
<thead>
<tr>
<th>&quot;As Needed&quot; Cleaning of Smoke Detector Unit</th>
<th>/Per Detector</th>
</tr>
</thead>
</table>

III. "ON CALL" REPAIR SERVICES (ABSOLUTELY NO TRAVEL TIME WILL BE ALLOWED- ONLY ACTUAL HOURS SPENT ON JOB SITE PERFOMING REPAIRS WILL BE PAID BY THE DISTRICT):

<table>
<thead>
<tr>
<th>Labor Rate Description</th>
<th>/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman- Standard Labor Rate (Monday through Friday, Normal Working Hours)</td>
<td></td>
</tr>
<tr>
<td>Journeyman- Overtime Labor Rate (Evenings, Weekends, Holidays)</td>
<td></td>
</tr>
<tr>
<td>Apprentice- Standard Labor Rate (Monday through Friday: Normal Working Hours)</td>
<td></td>
</tr>
<tr>
<td>Apprentice- Overtime Labor Rate (Evenings, Weekends, Holidays)</td>
<td></td>
</tr>
<tr>
<td>Percent (%) Mark-Up on Repair Parts or Equipment</td>
<td>%</td>
</tr>
</tbody>
</table>

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 hold my prices firm for the duration of the contract.

Available to Commence Services ___________/Days from receipt of Notice to Proceed and/or an Authorized purchase order.

Signature: ____________________________________________

Name of individual submitting bid: ____________________________________________

Title of individual submitting bid: ____________________________________________

Firm submitting bid: ____________________________________________
Address: __________________________________________

City: ___________________________ State: _______ Zip: _______

Telephone Number: ________________________________

Fax: ________________________________
ATTACHMENT “A”

SPECIFICATIONS

ITB # Bid 16-19

Building Fire Alarm Inspection Services (Annual Contract)

The specifications listed in this section and on the Bid Submittal Form supersede any contradictory references made in the General Terms and Conditions of this solicitation package.

1.0 GENERAL INTENT:

The purpose of this solicitation is to establish specifications and solicit bids for an annual contract for the inspection, testing, repair and certification of Building Fire Alarm Systems for the Savannah-Chatham County Public School System, herein after referred to as the “District”. Services provided under a resulting contract will comply with the Life Safety NFPA 72 Codes and Guidelines. The terms Bidder, Service Provider, Contractor, Vendor and Offeror may be used herein interchangeably.

2.0 PERFORMANCE PERIOD:

The successful bidder, herein after referred to as the “Service Provider” will be required to provide all equipment, labor and materials required to perform the Scope of Service requirements stated herein. This procurement will result in an “annual” service contract which will be in effect for a period of one (1) year with the option to renew for two (2) additional one year terms. The successful Service Provider will be required to provide the services as outlined in this document and will adhere to all provisions which include insurance and licensing requirements. This bid will establish a contract to be in effect for a period of one (1) year, to become effective the date of contract award. The “District” reserves the right to renew the contract for two (2) additional one year terms provided that all prices, terms and conditions remain unchanged and both parties agree to each contract renewal. Prices submitted in bid shall remain firm for the contract period.

3.0 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.

4.0 TRANSITION PERIOD:

Due to the nature of the procurement process, often times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The Service Provider will agree to maintain the same terms and conditions as the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the current Service Provider is not the Service Provider, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days to allow for an orderly transition.

5.0 INSURANCE:

Bidders shall submit proof of insurance as listed in Attachment “B” with their bid submittal. Upon notification of award the Service Provider will be given seven (7) days to supply insurance certificates with the District 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.
6.0 OCCUPATIONAL SAFETY AND HEALTH ACTS:

Service Provider(s) who perform any work under this bid shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and all regulations pursuant in the act.

7.0 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.

8.0 DAMAGE:

The Service Provider shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.

9.0 SITE VISITATIONS/PRE-BID CONFERENCE:

Bidder is encouraged to familiarize himself with the job sites and all aspects of the scope of work requirements prior to submitting a bid. A pre-bid conference is scheduled for 10:00 A.M., on Wednesday, January 20, 2016, in Room 306 of the SCCPSS Central Office Building located at 208 Bull Street, Savannah, Georgia, 31401. Site visitations may be scheduled by contacting the District’s representative for this project, Mr. Arnold Jackson, Sr. Director, Maintenance and Operations, at (912) 395-5563. Please Note: The official view of the District is that which is provided to all interested bidders “in writing” in the form of a written addendum that is issued by the Purchasing Department. Due to school operational, scheduling and security requirements, all site visits must be arranged in advance through District’s Representative and/or his designee. Request for interpretations shall be submitted on or before the close of business January 21, 2016. All questions shall be faxed to (912) 201-7648. No verbal responses will be given.

10.0 MINIMUM QUALIFICATIONS:

10.1 The Service Provider must be fully certified by the State to perform Building Fire Alarm System Inspections.

10.2 The Service Provider must be bonded, registered and licensed within the State of Georgia.

10.3 All personnel used in conjunction with the resulting contract shall be fully trained and qualified to perform the work. The Service Provider must submit with his bid, a list of the technicians that will be assigned to a resulting contract.

10.4 Service Provider’s service technicians who will have the responsibility of providing the services requested must have a minimum of three (3) years verifiable experience with the types of equipment, manufacturers, and services described herein.

10.5 The Service Provider 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 the Service Provider has provided Fire Alarm Inspection Services to in the past five (5) years that are similar to or the same as that requested herein.

10.6 The Service Provider must be qualified and familiar with all types of fire alarm systems and must have demonstrated a past history of responsiveness, technical expertise and professionalism.

10.7 The Service Provider will follow all guidelines, rules and regulations as set forth in the most recent codes and will comply with any future local, State, or Federal laws and codes.
10.8 The Service Provider will be required to provide to the District, prior to contract execution, and will be required to maintain, for the contract duration, a valid Certificate of Insurance for the minimum coverage limits identified on Attachment “B”.

10.9 The Service Provider must be willing to perform inspections during half-day school days, one-day school holidays, and/or before and after normal school operational hours (with prior approval only).

11.0 WARRANTY REQUIREMENTS:

11.1 Standard manufacturer warranties shall apply to all parts used in repairs. All repair work shall carry a minimum of a twelve (12) month warranty.

11.2 Service Provider must provide a copy of the manufacturer warranty to the District covering all parts and labor for any new parts and/or equipment provided.

11.3 All parts and repair work provided under a resulting contract must conform to manufacturer specifications when applicable.

12.0 PRICING AND DELIVERY:

All Bid prices will be “all inclusive” and will include all labor, overhead, supplies, equipment, travel time, per diem, insurance, licensing, standard manufacturer warranty (if applicable) on new parts and equipment for a minimum period of one (1) year, all taxes, and all applicable freight charges. Bid prices will be based on the following:

1. The “All Inclusive” annual inspection cost for all sites, with a unit cost stated for each System Manufacturer (i.e. Simplex, Notifier, Edwards, Howard, etc.) and the current quantity for each type of system (by Manufacturer) extended and totaled.

2. The “All Inclusive” annual unit cost to “add” a school or site to the inspection schedule.

3. An “All Inclusive” hourly rate to clean any smoke detector in accordance with the manufacturer cleaning recommendations.

4. An hourly labor rate schedule for any “on call” repair services. (Must be submitted in the form of a quotation and preapproved). The District reserves the right to accept or reject any repair quotation.

5. The percent (%) mark-up from the cost of any repair part. The District reserves the right to accept or reject any repair part quotation. Service Provider is required to submit a copy of a dated sales slip/receipt, supplier invoice, and/or inventory price data sheet which identifies the original cost (without mark-up) for all repair parts with their invoice. Repair part cost and Percent (%) mark-up on repair parts shall be listed as a separate line items on invoices submitted for payment.

Please Note: The hourly “on call” service rates are for system repairs and will not be billed as an “add on” fee to the “all inclusive” annual inspection unit cost or “all inclusive” Smoke Detector Cleaning Cost and will be invoiced separately.

13.0 SITES/LOCATIONS:

Fire Alarm System Inspection and Repair Services will be conducted at each of the following sites. Identified herein is a list of each school site and the fire alarm system for each site. Successful Service Provider will be required to submit with each invoice, a current inventory list which identifies the Brand, Model Number, and Serial Number for each of the system inspected, and will provide the District with a complete and accurate inventory list upon the conclusion of all annual inspections.

<table>
<thead>
<tr>
<th>HIGH SCHOOLS</th>
<th>Manufacturer of Fire Alarm Control System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beach High School</td>
<td>Notifier AM2020</td>
</tr>
<tr>
<td>Groves High School</td>
<td>Simplex</td>
</tr>
<tr>
<td>New Hampstead High</td>
<td>Notifier</td>
</tr>
<tr>
<td>Island High</td>
<td>Notifier 5000</td>
</tr>
<tr>
<td>---------------------------------</td>
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</tr>
<tr>
<td>Jenkins High School</td>
<td>Edwards EST 2</td>
</tr>
<tr>
<td>Johnson High School</td>
<td>Notifier 2020</td>
</tr>
<tr>
<td>Savannah High School</td>
<td>Notifier AFP 400</td>
</tr>
<tr>
<td>Savannah Arts Academy</td>
<td>Edwards EST 2</td>
</tr>
<tr>
<td>Tompkins High School</td>
<td>Notifier</td>
</tr>
<tr>
<td>Windsor Forest High School</td>
<td>Simplex 4001</td>
</tr>
</tbody>
</table>

**MIDDLE SCHOOLS**

<table>
<thead>
<tr>
<th>Bartlett Middle School</th>
<th>Notifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coastal Middle School</td>
<td>Simplex 4100</td>
</tr>
<tr>
<td>DeRenne Middle School</td>
<td>Edwards EST 2</td>
</tr>
<tr>
<td>Hubert Middle School</td>
<td>Notifier 400</td>
</tr>
<tr>
<td>Mercer Middle School</td>
<td>Notifier 400</td>
</tr>
<tr>
<td>Myers Middle School</td>
<td>EST 2</td>
</tr>
<tr>
<td>Oglethorpe Academy</td>
<td>EST</td>
</tr>
<tr>
<td>Southwest Middle School</td>
<td>EST IRC3</td>
</tr>
<tr>
<td>West Chatham Middle School</td>
<td>EST IRC3</td>
</tr>
</tbody>
</table>

**ELEMENTARY SCHOOLS**

<table>
<thead>
<tr>
<th>Brock Elementary School</th>
<th>Simplex 4100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bloomingdale Elementary School</td>
<td>Simplex 2001</td>
</tr>
<tr>
<td>Butler Elementary School</td>
<td>Edwards</td>
</tr>
<tr>
<td>East Broad Elementary School</td>
<td>Edwards 5721B</td>
</tr>
<tr>
<td>Ellis Elementary School</td>
<td>Notifier AFP300</td>
</tr>
<tr>
<td>Gadsden Elementary School</td>
<td>Edwards 5721B</td>
</tr>
<tr>
<td>Garden City Elementary School</td>
<td>Simplex 4100B</td>
</tr>
<tr>
<td>Garrison Elementary School</td>
<td>Simplex 4002B</td>
</tr>
<tr>
<td>Georgetown Elementary School</td>
<td>Notifier AFP 1010</td>
</tr>
<tr>
<td>Godley Station K-8</td>
<td>EST 10500</td>
</tr>
<tr>
<td>Gould Elementary School</td>
<td>Notifier 5000</td>
</tr>
<tr>
<td>Haven Elementary School</td>
<td>Simplex 4100</td>
</tr>
<tr>
<td>Heard Elementary School</td>
<td>Simplex 4100</td>
</tr>
<tr>
<td>Hesse Elementary School</td>
<td>Simplex 4100</td>
</tr>
<tr>
<td>School Name</td>
<td>Manufacturer of Fire Alarm Control System</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Hodge Elementary School</td>
<td>Notifier</td>
</tr>
<tr>
<td>Howard Elementary School</td>
<td>Howard EST LSS1</td>
</tr>
<tr>
<td>Isle of Hope Elementary School</td>
<td>Simplex 4100</td>
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<td>Largo-Tibet Elementary School</td>
<td>Simplex 4020</td>
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<tr>
<td>Low Elementary School</td>
<td>Notifier AFP300</td>
</tr>
<tr>
<td>Marshpoint Elementary School</td>
<td>Simplex 4020</td>
</tr>
<tr>
<td>Old Pulaski ES</td>
<td>Simplex</td>
</tr>
<tr>
<td>New Hodge Elementary School</td>
<td>Notifier</td>
</tr>
<tr>
<td>Pooler Elementary School</td>
<td>Simplex 2001-8023</td>
</tr>
<tr>
<td>Port Wentworth Elementary School</td>
<td>Edward EST2</td>
</tr>
<tr>
<td>New Pulaski</td>
<td>Simplex 4100</td>
</tr>
<tr>
<td>Shuman Elementary School</td>
<td>Notifier 5000</td>
</tr>
<tr>
<td>Smith Elementary School</td>
<td>Notifier AFP400</td>
</tr>
<tr>
<td>Southwest Elementary School</td>
<td>Notifier AFP300</td>
</tr>
<tr>
<td>Spencer Elementary School</td>
<td>Notifier MPS-24A</td>
</tr>
<tr>
<td>Thunderbolt Elementary School</td>
<td>EST 2</td>
</tr>
<tr>
<td>West Chatham Elementary School</td>
<td>Notifier AFP 400</td>
</tr>
<tr>
<td>White Bluff Elementary School</td>
<td>ADT Unirode</td>
</tr>
<tr>
<td>Windsor Forest Elementary School</td>
<td>Simplex 420</td>
</tr>
<tr>
<td><strong>OTHER EDUCATIONAL CENTERS</strong></td>
<td><strong>Manufacturer of Fire Alarm Control System</strong></td>
</tr>
<tr>
<td>Coastal Georgia Com. Academy</td>
<td>Edwards</td>
</tr>
<tr>
<td>Massie Heritage Center</td>
<td>EST</td>
</tr>
<tr>
<td>Oatland Island</td>
<td>EST10500</td>
</tr>
<tr>
<td>Woodville-Tompkins Annex</td>
<td>Notifier AFP 300</td>
</tr>
<tr>
<td>Lower Woodville-Tompkins</td>
<td>Simplex 4020</td>
</tr>
<tr>
<td>Whitney Elementary School</td>
<td>Simplex 4100</td>
</tr>
<tr>
<td>SCCPSS Administrative Center</td>
<td>Simplex</td>
</tr>
<tr>
<td>Maintenance and Operations</td>
<td>None</td>
</tr>
</tbody>
</table>

14.0 **ADDITION OF AND DELETION OF EQUIPMENT AND/OR SITES:**

The District reserves the right to add or delete any service requirement during the term of the contract. Any site and/or equipment additions will be serviced at the contracted rates. The District also reserves the right to accept and/or reject any repair and/or repair and maintenance service quote provided by the successful Service Provider and to obtain competitive sealed bids and/or quotes for any requirement when it is deemed in its best interest to do so. Service Provider is required to immediately notify the
District, at time of discovery, of any non-compliant inspection finding, operational deficiency with and/or any equipment that requires repairs or replacement and will provide a repair quote (at the contracted labor and material mark-up rates) to the District. Service Provider will not proceed with any service, replacement and/or repair at any site without prior authorization from the District Representative.

15.0 BASIS OF AWARD:

If awarded, consideration will be given to any previous performance for the District as to the quality of service and with regard to the bidder’s qualifications and ability to perform, should he be awarded the bid. The District 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. The District also reserves the right to split the award if in the best interest of the District.

16.0 DISTRICT REPRESENTATIVE:

The District has selected Mr. Arnold Jackson, Sr. Director, Maintenance and Operations, as its contract representative. After award, supervision of the contract will be performed by the contract representative and/or her designee.

17.0 SCHEDULING OF INSPECTIONS:

The Service Provider will, within seven (7) days of contract execution, submit to the District’s contract representative, a proposed schedule for all inspections and system testing. Service Provider will begin inspections and system testing no later than thirty (30) days from contract award and will complete all inspections and system testing within one-hundred twenty (120) days. It is the sole responsibility of the Service Provider to adhere to the inspection schedules and procedures according to the NFPA 72 Codes, Local Fire Marshall Inspector Standards and all County, State and Federal Guidelines for the initial inspections and all inspections performed thereafter.

18.0 SPECIAL TERMS AND CONDITIONS:

The District reserves the right to terminate any contract if and when services are determined to be unsatisfactory. The District’s Purchasing Department and the Maintenance Department will be the sole judge in this matter.

All fire alarm systems have been consistently maintained annually. The Principal at each school site is the respective Fire/Safety Officer for their respective location.

There are not sets of “as built” plans or a master list of all of the panels which reflect the make, model, and last inspection/repairs available for many of the sites. In accordance with Section 13.0, the Service Provider will be required to submit with each invoice, a current inventory list which identifies the Brand, Model Number and Serial Number for each system inspected, and will provide the District with a complete and accurate inventory list upon the conclusion of all annual inspections.

As stated in Section 12.0, a separate bid price is required for all labor rates required for the replacement or the repair of any non-functioning or faulty equipment. Labor rates will only be billed for pre-approved repair services. All Inspection costs are “All Inclusive”.

19.0 VERIFICATION/LABELING OF WORK:

The Service Provider shall verify each system to be cleaned. The Service Provider will place or display within the system area, a label indicating the date cleaned and the name of the servicing company (company # and individual’s certification #). It shall also indicate areas that are deficient. The Fire Marshal’s Office recommends the label be attached to the exterior of the unit in a visible location. The inspection service reports shall identify all deficiencies that are recommended for repair. Submit all changes, if any, in writing to the board office at 208 Bull Street, room 308, Savannah, Georgia 31401.
20.0 DETAILED SCOPE OF SERVICES:

20.1 Service Provider will provide a single point of contact, with which the Savannah-Chatham County School District shall conduct all contract related business. Full contact information, including emergency/after normal working hour contact information will be provided for said representative.

20.2 Initial inspections will commence 30 days from notification of bid award and shall be completed within 120 days. Initial inspections and inspections, testing and certifications thereafter shall be performed in accordance with and meet the requirements of all NFPA Fire Preventions Codes and Sections, local Fire Marshal Inspector Standards, County, State, and Federal guidelines.

20.3 The Savannah-Chatham County School District Maintenance & Operations Department shall inspect the work quality, completeness, timeliness, and cleanup of job site. All invoices will be compared to the work performed, must identify by line item correct contract rates and must include all required documents (i.e. sales invoices/slips for repair parts) before payment will be approved.

20.4 Service Provider must submit a weekly schedule, no less than one week prior to the commencement of said weekly schedule, to the District’s Maintenance & Operations Department which identifies all school sites to be inspected. Service Provider is required to leave documentation “on site” the date that the actual inspection is performed, and the date for the follow-up and/or subsequent annual inspection.

20.5 Service Provider documentation must satisfy all NFPA, local and state Fire Marshall Inspector standards to ensure safety and compliance.

20.6 All inspections and system testing will be performed at a time that does not interfere or disturb the instructional programs. The Service Provider will be responsible for coordinating the time of the inspection and testing with each local school principal and with District Campus Security.

20.7 Upon arrival and on departure at each location, Service Provider must sign in and out at the school office.

20.8 Service Provider is required to call the appropriate County, City offices, including Campus Security, each morning to notify them of the alarm systems that will be inspected that day.

20.9 Inspection reports will be delivered to the District’s Maintenance & Operations Department no later than two (2) weeks following the completion of the annual inspection.

20.10 Service Provider will contact the Chatham County or City of Savannah Fire Department Inspections Division for clarification of any questions regarding technical requirements of Fire Prevention Codes and Sections or any other requirements.

20.11 In the event that any System or equipment does not comply with Fire Codes and Standards, the District will be notified/faxed in writing immediately. Major repairs or modifications to a fire alarm system will not be made without prior approval by a representative of the Board’s Maintenance and Operations Department.

20.12 Failure of the Service Provider to comply with NFPA Fire Prevention Codes and Sections, Local Fire Marshal Inspector standards, County, State and/or Federal guidelines will result in immediate termination of by the District.

21.0 INVOICES:

The District’s payment terms are Net 40. Successful Service Provider will submit all invoices, along with required acceptance documents and required reports:

Savannah-Chatham County Public School System
Accounts Payable
208 Bull Street, Room 10
Savannah, Georgia 31401
A copy of all invoices will be mailed to:

Savannah-Chatham County Public School System    
Maintenance and Operations Department
Attention: Arnold Jackson, Sr. Director
2219 Gamble Road
Savannah, GA 31405
(912) 201-5494 Fax

22.0 SERVICE HOURS/WORK SCHEDULE:

22.1 All inspection services will be scheduled within 48 hours of contract award and for any additional inspection requests during the term of the contract and will be arranged with the District’s contract representative and/or his designee.

22.2 All work will be performed during regular working hours, Monday through Friday, except for emergency cleaning services. Service Provider will respond to all emergency calls within one (1) hour.

23.0 CONTRACT CHANGES:

By written notice to the Service Provider, the District may make changes, within the general scope of the contract.

24.0 TAXES:

Nothing in these Conditions and Specifications shall be construed as relieving the Service Provider of his responsibilities in paying all applicable taxes.

25.0 SAFETY:

The safety of the students, faculty and staff must be maintained at all times; therefore, the successful Service Provider will be required to erect safety barricades and signs during each service visit. The work shall not have a negative effect upon the daily operation of each school site. Each work site will be free and clear of all Service Provider equipment, tools, chemicals and supplies at the end of each work day.

26.0 SITE SECURITY:

All Service Provider personnel must coordinate with the school’s front office or security personnel prior to entering District property. The Service Provider’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 Service Provider to safeguard his materials, tools, supplies and equipment while on District property. The District will not assume any responsibility for vandalism and/or theft of materials, tools, supplies and/or equipment.

27.0 SERVICE PROVIDER PERSONNEL:

27.1 Service Provider’s staff is expected to present a professional appearance. All personnel of the Service Provider will be neat, well-groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on District property. The following code of conduct will be adhered to by the Service Provider, his agent(s) and/or his employees:

27.2 The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the District prior to entering District property to supply 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.
27.3 All employees of the Service Provider 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 District Staff upon request. This provision will be strictly enforced.

27.4 The use of tobacco or tobacco products on District property is not allowed.

27.5 The Service Provider will not be permitted to utilize Day Labor or Temporary Workers to supply services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Service Provider liable for any liquidated damages.

27.6 The Service Provider, or employees of the Service Provider are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

27.7 The employment of unauthorized or illegal aliens by the Service Provider is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Service Provider knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

27.8 Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable District 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 District property.

Please Note: If any employee of the Service Provider or Sub-Service Provider is found to have brought a firearm on District property, said employee will be terminated from the District contact by the Service Provider.

28.0 SUPERVISION OF SERVICE PROVIDER PERSONNEL:

The Service Provider must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

29.0 PROTECTION AND STORAGE OF MATERIALS:

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 District.

30.0 WORKSITE DEBRIS REMOVAL:

The Service Provider shall keep the premises clean and free from the accumulation of waste materials and rubbish. This shall be done on a daily basis. At the completion of the work, Service Provider will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

31.0 REQUIRED SCHEDULES AND ATTACHMENTS:

In addition to the instructions set forth in Section II, Item A of the IFB document, a provision for the following forms, certifications and licenses is required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

- Bid Forms 1-7 (Notarized and Sealed as applicable)
- References
- Disclosure of Responsibility Statement
- Contracting Affidavit and Agreement
- Certificate of Insurance (The District shall be listed as a Certificate Holder)
• Copy of current State of Georgia Fire Inspector Certification
• Copy of 2016 Business License/Tax Certificate
• Contracting Affidavit
• List of Shop Personnel to be assigned to a resulting contract. Classifications/Certifications to be identified.
• Copy of proposed product specifications/data sheets (MSDS) Sheets- as applicable
• Copy of Standard Manufacturer Warranty (to be provided with all new parts and/or equipment purchases)
• Completed W-9 Form

32.0 **DAMAGE:** (As applicable)

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

33.0 **ROYALTIES & PATENTS:**

The Service Provider shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the District harmless from loss and account thereof.

34.0 **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 addenda 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 District 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).

35.0 **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.

36.0 **INDEMNIFICATION:**

The Service Provider 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 Service Provider, its agents, employees or others working at the direction of the Service Provider or on its behalf, or due to any breach of this Contract by the Service Provider, 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 Service Provider. This indemnification obligation will survive the termination of the contract with the Service Provider 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 Service Provider 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 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.

Service Provider 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 Service Provider.

37.0 LITIGATION HISTORY:

Service Provider must 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.

38.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:

Vendors are required to complete the Service Provider 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 digits numbers. All forms must be notarized and all affidavits are subject to open records.

39.0 LIQUIDATED DAMAGES:

Inspection of all fire alarm systems and each annual inspection thereafter will be completed within four (4) months after the receipt of an authorized Notice to Proceed. All inspections that are not completed within the stated timeline will be liable for liquidated damages in the amount of One Hundred ($100) per consecutive calendar day until all inspection services have been completed and accepted by the District.

40.0 ASSIGNMENT OF CONTRACT:

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

41.0 FISCAL FUNDING:

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Service Provider 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 Service Provider the occurrence thereof.

Bid # Bid 16-19 | Page 29
42.0 TERMINATION FOR CONVENIENCE:

SCCPSS 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 SCCPSS. Any such termination shall be effected by delivery to the Service Provider, 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 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 the 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.

43.0 TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, SCCPSS, after due oral or written notice, may procure them from other sources and hold the Service Provider(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which SCCPSS may have. Specifically, if, through any cause, the Service Provider(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Service Provider violates any of the covenants, agreements, or stipulations of this contract, SCCPSS 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 Service Provider shall not be relieved of liability to SCCPSS for damages sustained by SCCPSS by virtue of any breach of contract by the Service Provider. SCCPSS 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 SCCPSS from the vendor is determined.

44.0 TERMINATION FOR LACK OF FUNDING:

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Service Provider 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 Service Provider the occurrence thereof.

END OF ATTACHMENT “A”
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 ensure 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 (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 Woman Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

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

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

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.
NAME OF BIDDER/PROPOSER: ____________________________  BID #: Bid 16-19

PROJECT TITLE: ____________________________  TOTAL BID AMOUNT: $ ______

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<th>TYPE OF WORK SUB-CONTRACTED</th>
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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.
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

NAME OF BIDDER/PROPOSER: _____________________________________________  BID #: Bid 16-19

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.

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<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
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ATTACHMENT “C” – Exhibit #4
LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: ___________________________ BID #: Bid 16-19

PROJECT TITLE: ____________________________________________

DATE: _______________ PROJECT LOCATION: _______________________

CONTRACT AMOUNT: $ ________________________________

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<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>MONTHLY PAYMENTS</th>
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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 Exhibit 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.