Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Building Fire Alarm System 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 **04/07/2009 02:00:00 PM** at which time they will be publicly opened and examined. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development Information (LMWBE) document found in this packet marked “No Bid”. All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor’s name will not be removed from the subject commodity/service list. Late bids will not be considered.**

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director
INVITATION TO BID #09-89

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 System 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.) Serial Number (as applicable)
3.) Part Number/Description/Nomenclature
4.) Quantity Ordered
5.) Quantity Shipped
6.) Site Destination

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

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

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

C. General Specifications/Scope of Work

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

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

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

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

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

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

D. Discontinuation of Equipment

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

E. Submittal of Objections

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

F. ITB Interpretations/Addenda

If any questions should arise pertaining to the ITB documents, the bidder may mail or fax a written request for interpretation to:
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, 03/23/2009 05:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the close of business on 03/25/2009 05:00:00 PM.

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

G. Failure to Bid

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

H. Errors in Bids

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

I. Standards of Acceptance of Bid Proposal for Contract Award

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

J. Compliance With Laws

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

K. Indemnity Provisions

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

L. Cancellation/Default of Contract

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

M. Certification of Independent Price Determination

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

1. The pricing structure in this bid proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor;

2. The pricing structure which has been quoted in this bid proposal has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

O. “Responsive” Bidder Criteria

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

P. Qualification of Bidder

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

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

R. Compliance with Specification/Terms and Conditions

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

S. Award of Contract

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

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

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

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

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

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

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

T. Vendor Performance

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

U. Signed Bid Considered Offer

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

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

A. Completion of Certification Form and LMWBE Program Information Form

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

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

2. Complete the LMWBE Information Form with pertinent information for minority/women/majority designation.

3. Complete the “Where Did You Hear About This Bid” section. This information is for statistical use only.

4. Complete all pertinent documents within Attachment “C”.

B. Completion of Bid Submittal Form

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

C. Bid Preparation and Submittal

All bids shall be:

* Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.

* Submitted in the provided manila envelope, which is plainly marked with the bid number and title, and date and time of bid opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

* Submitted on bid proposal forms as included in this ITB and in accordance with instructions stated above.

* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Opening date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the risk for having the bid deposited on time and at the place specified on the first page of this ITB. Late bids will be returned unopened to the bidder.

* Bids submitted by facsimile transmission will not be accepted.

* Considered an irrevocable offer for a period of sixty (60) days from the date of public bid opening.
Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid proposal constitutes an offer and may not be withdrawn except as provided herein.

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

**III. Special Terms and Conditions**

The bidder agrees that the Board shall have the right to place purchase orders referencing 09-89 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an “all or nothing” basis or on an item by item basis, whichever in the best interest of the Board.

**A. Pricing**

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

**OR**

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

**B. Performance Bonds**

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

**C. Samples/Demonstrations**

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

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

**D. Warranty**

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 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.
CERTIFICATION FORM  
BOARD OF PUBLIC EDUCATION  
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 09-89

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

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

This __________ day of _________, 20 ______. By ____________________________________  
Name (printed)  
____________________________________ ________________________________________  
Title Signature  
____________________________________ ________________________________________  
Company  
____________________________________ ________________________________________  
Address (Street, City, State, Zip)  
____________________________________ ________________________________________  
Phone No. Fax No.  
____________________________________ ________________________________________  
Federal Taxpayer I.D. No. e-Verify No.  
____________________________________ ________________________________________  
Contact Person for This Bid Phone Number  

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS: 
1. Company Name:___________________________________________________________  
Contact Person: ___________________________________________________________  
Phone Number: ________________________ Fax Number: _______________________

2. Company Name:___________________________________________________________  
Contact Person: ___________________________________________________________  
Phone Number: ________________________ Fax Number: _______________________

3. Company Name:___________________________________________________________  
Contact Person: ___________________________________________________________  
Phone Number: ________________________ Fax Number: _______________________

Acknowledge Receipt of Addendum(s) #______ #______ #______
Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: __________________________________________________________ Bid # ____________

Please check ownership status as applicable:

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

________________________________ __________________________________ ______________
Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ________________, 201_____

_________________________________ Notary Public; My Commission Expires:__________________

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

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

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

___________________________________
Federal Work Authorization User Identification Number

___________________________________
Date of Authorization

___________________________________
Name of Contractor Name of Project

___________________________________
Name of Public Employer

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

______________________________________________
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: ______________________________

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

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

___________________________________
Federal Work Authorization User Identification Number

_________________________________

Date of Authorization

_________________________________

Name of Subcontractor

_________________________________

Name of Project

_________________________________

Name of Public Employer

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

Executed on _____, ___, 201__ in _____(city), ______(state).

_________________________________

Signature of Authorized Officer or Agent

_______________________________

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF ______________,201__.

_________________________________

NOTARY PUBLIC

My Commission Expires:

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

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

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

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 201__ in _____(city), ______(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF ______________,201__.

NOTARY PUBLIC
My Commission Expires:

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

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.

3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

4. List any prior suspensions or debarments by any government agency.

5. List any contracts not completed on time.

6. List any penalties imposed for time delays and/or quality of material and workmanship.

7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

8. List any pending civil actions against company for nonperformance of contract.

I, ______________________________________________________,
Name of Individual Title & Authority

Of _____________________________________________________
Company Name

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

_______________________________________________
Signature

State of ____________________________________________

County of ____________________________________________

Subscribed and sworn to before me on this _____ day of _____ 20____ by representing him/herself to be of the company named herein.
BID SUBMITTAL FORM

ITB #09-89

BUILDING FIRE ALARM SYSTEM INSPECTION SERVICES (ANNUAL CONTRACT)

A. ANNUAL COST FOR INSPECTION SERVICES
   FOR FIFTY-TWO (52) SCHOOL SITES: /YEAR 1*

   /YEAR 2*

B. ANNUAL COST FOR INSPECTION SERVICES
   FOR SCHOOLS/SITES "ADDED" DURING CONTRACT TERM:

   Annual Cost to "Add" an Elementary School /PER SCHOOL*
   Annual Cost to "Add" a Middle School /PER SCHOOL*
   Annual Cost to "Add" a High School /PER SCHOOL*
   Annual Cost to "Add" an "other" Facility /PER FACILITY*

C. LABOR RATES FOR "ON CALL" REPAIR SERVICES:

   Technician (Standard Labor Rate) /HOUR*
   Technician (Overtime Labor Rate) /HOUR*
   Apprentice/Helper (Standard Labor Rate) /HOUR*
   Apprentice/Helper (Overtime Labor Rate) /HOUR*

   **"All inclusive" unit prices to remain firm for the contract duration. Unit prices include all labor, equipment, supplies, per diem, travel time, freight, shipping, fuel surcharges, etc. The Board will absolutely not honor any "added" charges or increase in service fees which are not identified above. SERVICE PROVIDER ORDERING EQUIPMENT, SUPPLIES AND/OR PROVIDING SERVICES WITHOUT A PURCHASE ORDER DO SO AT THEIR OWN RISK AND THE BOARD WILL NOT BE HELD LIABLE.**

Available to commence services within /Days from receipt of contract award or "Notice to Proceed".

BY:
Signature Date

Company Name:

Representative/title:

Address:

City/State/Zip:
Telephone Number:
Fax Number:
Email Address:
Service Center Address:
City/State/Zip:
Customer Service Telephone Number:

AFTER HOURS/EMERGENCY CONTRACT REPRESENTATIVE:
Name/Title:
Phone Number:
Business License/Tax Certificate:
City/County/State of issuance:
Receipt of Addenda Acknowledged?
Payment Terms: NET 40 Other:
ATTACHMENT "A"

SPECIFICATIONS

ITB #09-89

Building Fire Alarm System Inspection Services (Annual Contract)

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

GENERAL INTENT: The purpose of this proposal is to establish specifications for a full service contract with a qualified firm, herein after referred to as “Service Provider”, for the inspection, testing, repair, and certification of various Building Fire Alarm Systems for the Savannah-Chatham County Public School System, herein after referred to as “Board” or “District”. All inspection services provided will comply with NFPA 72 Codes.

BACKGROUND: The Board enrolls approximately 35,000 students in grades kindergarten through twelve and employs more than 5,300 staff which are assigned to sixty-three work sites. The District currently has fifty-two (52) fire alarm systems which require testing and inspections. The systems to be serviced consists of various models manufactured by Simplex, Notifier, Edwards, EST and ADT. A list showing each facility location, the name and phone number for each site representative, and the manufacturer and model number for each system, and an excel report identifying the components included in each system is as attached herein on pages 20 and 21.

PERFORMANCE PERIOD: This bid will establish an annual contract that will be in effect for a period of one year (12 months). An option to extend the contract, for one (1) additional one year period, at the same terms, conditions and prices, will be contingent on the Service Provider’s performance during the initial contract term and mutual agreement between all parties, prior to each contract expiration. PRICES SUBMITTED IN THIS BID WILL REMAIN FIRM FOR THE CONTRACT DURATION.

BID ACCEPTANCE PERIOD: A ninety (90) day period from the date of bid opening is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time frame. If the Board envisions that the process will not be completed by the end of a ninety (90) day period, the Board will request a time extension. In the event no extension is requested, the solicitation shall be deemed cancelled unless the process is active.

TRANSITION PERIOD: Due to the nature of the procurement process, occasionally, a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful Service Provider shall agree to maintain the terms and conditions of the original contractual agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current/incumbent service provider is not the successful bidder, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, to allow for an orderly transition.
**MINIMUM QUALIFICATIONS:** All firms submitting a bid must meet, at a minimum, the following qualification requirements. Failure to meet minimum qualification requirements will result in the bid being deemed as “non responsive”.

A. Bidder must be an organization existing for the primary purpose of providing Building Fire Alarm System maintenance, repair and Inspection services.

B. Bidder must have a minimum of three (3) continuous years *prior* experience in providing Building Fire Alarm System maintenance, repair and inspection services.

C. Bidder must provide a minimum of three (3) references of current or past clients, with scope of service requirements that are similar to or the same as that requested by the Board, preferably of governmental, municipal, or educational agencies located within the Southeast Region of the State of Georgia.

D. Bidder must operate from a permanent place of business and submit with bid a copy of their 2009 Business License/Tax Certificate as proof of payment of the occupational tax where their office is located.

E. Bidder must be fully certified and qualified to perform Building Fire Alarm System inspection, maintenance and repair services. Copies of all applicable certifications and licenses must be submitted with bid.

F. Bidder must demonstrate it’s the ability to provide and maintain, for the contract duration, insurance coverage for the limits shown on Attachment B (Page 22).

**SPECIAL CONDITIONS:**

A. The Service Provider will, at it's own expense, obtain all necessary permits, give all notices, pay all applicable fees and taxes, and will comply with all Federal, State and Local ordinances, rules, and regulations.

B. The Service Provider will comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

C. The Service Provider will ensure that all of it's employees have undergone a criminal background check. No employee with a felony conviction is permitted to provide services under a resulting contract.

D. The Service Provider will ensure that all employees comply with Section 247A (E) of the National Immigration and Naturalization Act and that they have valid immigration status.

E. The Service Provider will not utilize Day Labor or Temporary Worker's to provide any services at any Board facility.

F. The Service Provider will acquire and maintain for the duration of the contract, insurance coverage for the limits stated on the insurance attachment (page 22). Failure to provide a current certificate of insurance at any time will result in contract termination.

G. The Service Provider and all employees of the Service Provider are expected to present a professional appearance. All personnel of the Service Provider will be neat, well groomed, and properly uniformed in industry standard uniforms. Uniforms will be kept in an acceptable manner and will clearly identify the Company Name and the employee name. Cut-off shorts, sandals, tank tops and/or inappropriate work attire will not be accepted.

H. Prior to the commencement of any work, the Service Provider is required to “check in” at the front desk or in the main office of each facility.

I. The Board reserves the right to cancel any contract if and when services are determined to be unsatisfactory. The Board’s Purchasing Department and Maintenance Designee shall be the sole judge in this matter.

J. All Fire Alarms have been consistently maintained annually; the principal at each school site is the Fire/Safety officer for their respective location.
K. Service Provider must comply with the Board’s zero tolerance, drug free workplace policy which is in effect, while performing any Board contract.

SCOPE OF SERVICE REQUIREMENTS:

A. Service Provider will provide a single point of contact, to act on behalf of the Firm as an account representative for the Board to conduct all contract related business.

B. Service provider must provide an emergency contract representative, to receive direct communications from the Board, twenty-four (24) hours per day, seven days a week for the duration of the contract. A phone number, radio or pager number will be provided to the Board by the Service Provider as a means to contact emergency contract representative. Contract representative will respond to all calls within a thirty (30) minute time frame.

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

D. Service Provider will, within seven (7) days of notification of contract award, contact the Director of Maintenance and Operations to coordinate a testing schedule. Initial inspections and all inspections, testing and certifications conducted thereafter will be in accordance with and will meet all requirements of NFPA Fire Prevention, Fire Alarm and Life Safety Codes and Requirements, all applicable State, County and City fire codes, Fire Marshall requirements, and all Federal, State and local guidelines. TO AVOID OVER SMOKING OF SMOKE DETECTORS, THE SERVICE PROVIDER MUST CLEAN SMOKE DETECTORS BEFORE TESTING.

E. Inspection and testing services will include annual Fire Alarm System certification, semi-annual visual inspection and system back-up battery testing as required by NFPA codes.

F. The Service Provider will submit a weekly schedule to the Maintenance and Operations Department which identifies all school sites to be inspected the following week. A minimum of a seven (7) day notice will be provided prior to the commencement of any work.

G. The Service Provider will leave documentation, including NFPA form 72 “on site” which identifies the date of the inspection, “what” equipment was inspected, and the date that the second or next inspection is due. A copy of the documentation, including NFPA form 72 must be forwarded to the Maintenance and Operations Department. All documentation, including NFPA form 72 provided must comply with and satisfy all NFPA, local, and state fire marshal inspection standards to ensure safety and compliance.

H. All inspection and testing services performed by the Service Provider will be conducted at a time(s) that will not interfere or disturb the instructional programs provided at each school facility. The Service Provider will be responsible for coordinating the date and time of each inspection and testing with each school principal and with the District’s Campus Security.

I. The Service Provider will be responsible for calling the morning of each scheduled inspection and testing, all appropriate School, County and City Offices (including Campus Security) to notify them of the alarm systems that are scheduled to be tested and inspected that day.

J. The Service Provider will deliver all inspection reports to the Board’s Maintenance and Operations Department no later than two (2) weeks following the completion of all annual and semi-annual inspections.

K. The Service Provider must submit (in writing) to the Director or Maintenance and Operations, a list of any non-functioning and/or faulty equipment which require replacement parts. No replacement or repair parts will be ordered without prior approval and authorization from the Director of Maintenance and Operations. A dated supplier invoice, sales slip/receipt and/or inventory price data sheet which identifies the original cost (without mark-up) of the parts purchased must be submitted prior to the payment of any invoice for parts plus mark-up reimbursement.
L. The Service Provider will be responsible for contacting the Chatham County or the City of Savannah Fire Department Inspection Divisions for clarifications or questions regarding all technical requirements of Fire Prevention Codes and Sections or any other requirements.

M. In the event that any equipment does not comply with Fire Codes and Standards, the Service Provider will immediately notify the Board both verbally and “in writing”. Repairs to any fire alarm system will not be made without the prior approval by the Director of the Savannah-Chatham County Public School System's Maintenance and Operations Department.

N. Failure of the Service Provider to comply with all NFPA Fire Prevention Codes and Sections, Local Fire Marshal Inspector Standards, County, State and Federal guidelines will result in immediate contract termination.

**DAMAGES:** The Service Provider will promptly correct all work that is deemed by the Board to be faulty, defective, or that which fails to conform to an acceptable service standard. Service Provider will also be liable for, and will repair or replace at his own expense, any damages and/or defacement to equipment of any kind, including breakage, scratches, dents, stains, and deformation that is caused by the Service Provider or his agents in the execution of the contracted services. All costs associated therewith will be solely borne by the Service Provider. Any work or materials damaged during installation will be repaired, replaced, and/or corrected to the satisfaction of the Board.

**SITE SECURITY:** Personnel of the Service Provider must coordinate with the front office and security personnel located at each school site. Service Provider’s personnel must be properly identified and are required to sign-in and out when working or making deliveries. All personnel are required to remain in assigned work area while on Board property. It shall be the sole responsibility of the Service Provider to safeguard his own materials, tools and equipment. The Board will not assume any responsibility for vandalism to and/or theft of the Service Provider’s materials, tools or equipment. Please note: The District has established a “Smoke Free” environmental policy. Service Provider personnel are not permitted to smoke on District property.

**WARRANTY:** The Service Provider will guarantee material and workmanship for replaced equipment for a period of at least 12 months from the date of project completion. The Board shall be informed of any extended or additional warranty periods offered. If during the warranty period, such faults develop, the Service Provider will replace or repair the material/workmanship without any additional cost to the Board.

**WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, all workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work. Service Provider will be responsible for damages caused by faulty workmanship.

**PERFORMANCE TIME:** The Boards required performance and services to be provided under this contract, are described herein. In the event that the work does not commence or is not completed within the time frame established herein, the Board reserves the right to terminate the contract and to issue an order to the second lowest bidder.

**WORK DELAYS:** The Service Provider is expected to complete all inspections and testing within the established time frame. In cases where delays are clearly not the Service Provider’s responsibility, the Board may grant an extension to the work completion deadline. If work cannot be completed due to a school function, the Service Provider will reschedule a time with the Maintenance and Operations Department.

**CONTRACT ADMINISTRATION:** The Boards contract administrator for this project is Mr. Carey Stark, P.E., Director, Maintenance and Operations, or his designee. Mr. Stark can be reached, during normal
business hours at (912) 201-5563. The Service Provider will be required to coordinate all work through the Board's contract administrator.

**INSPECTION OF COMPLETED WORK:** The Director of Maintenance and Operations or his designee will be responsible for inspecting the work provided by the Service Provider for contract compliance which includes but is not limited to: work quality, completeness, timeliness, and clean-up of each work site. All invoices submitted to the Board for payment will be compared to the actual work performed at each site and reviewed for proper documentation prior to the release of any payments to the Service Provider.

**PRICE STRUCTURE:** Bidder will state an “all inclusive” annual bid price for Inspection and Testing Services for a total of fifty-two (52) school sites. Bidder shall also state an hourly labor rate, for any “on call” or “as required” system repair services WHICH ARE NOT INCLUDED IN THE INSPECTION AND TESTING SCOPE OF SERVICE REQUIREMENTS. All labor rates stated will be “all inclusive” and will include all labor, materials, supplies, travel time, per diem, mileage, fuel charges, etc. The Board will reimburse the Service Provider cost plus ten percent (10%) mark-up on supplies and parts required for all “OUT OF SCOPE” system repair services. Service provider must submit a dated sales slip, supplier invoice and/or inventory price data sheet which identifies the original cost (without mark-up) of any parts, supplies or equipment used for “OUT OF SCOPE” system repairs. Bidders will also state an “all inclusive” hourly labor rate for cleaning smoke detectors per manufacturer recommendations. The Board reserves the right to accept or to reject any bid submitted as deemed to be in its best interest.

**BASIS FOR AWARD** The contract, if awarded, will be awarded to the most responsive and responsible bidder. The Board reserves the right to award the bid based on the best interest of the school system. If awarded the bid, the bid response shall become part of the contract document by reference. Notification of the intent to award shall be made by written correspondence to all bidders.

**BILLING/INVOICES:** The Service Provider shall invoice the Board in accordance with the unit prices provided herein, after the work has been accepted by the Board’s contract administrator or his designee. Payment terms are net 40. **The Board will not honor or consider any price increases, shipping charges, fuel surcharges, or any add-on cost during the performance period of the contract.** The Service Provider shall clearly state the following items on all invoices submitted for payment:

- Purchase Order Number
- Contract Number
- Description of Services Provided/Nomenclature
- Date(s) of Services
- “All inclusive” Unit Costs (Absolutely no added charges will be accepted or paid which includes but is not limited to: shipping, freight, fuel surcharges, per diem, travel charges, etc.)
- Extended Unit Cost (as applicable)
- Total Invoice Amount
- Original cost of replacement parts (without 10% mark-up)
- Total Mark-up Amount (10%) on parts
- Total Invoice Amount

The following documents must be attached to all invoices submitted for payment:

- A dated sales slip/receipt, supplier invoice, and/or inventory price data sheet which identifies the original cost (without mark-up) of all parts purchased
- Receiving Affidavit/Receiving Copy signed by Contract Representative

An original copy of invoice shall be mailed to:

Savannah-Chatham County Public School System
Attn: Accounts Payable
A copy of the original invoice must be faxed to the attention of:

Mr. Carey Stark, P.E., Director, SCCPSS Maintenance & Operations
2219 Gamble Road
Savannah, GA 31405
(912) 201-5494 (Fax)

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the BID, it shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an 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 Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the bidder(s).

TERMINATION FOR CAUSE/DEFAULT: In case of failure to Inspect the Buildings Fire Alarm System in accordance with the contract terms and conditions, the Board, after due oral or written notice, may procure them from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Board may have.

Specifically, if, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the bidder violate any of the covenants, agreements, or stipulations of this contract, the Board shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

TERMINATION FOR CONVENIENCE: The Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of Board. Any such termination shall be effected by delivery to the 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 Service Provider must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

TERMINATION FOR LACK OF FISCAL FUNDING: Not withstanding any other provision of the resulting agreement, the parties thereto will agree that the charges thereunder are payable to the Service Provider by the Board solely from appropriations received by the Savannah-Chatham County Public School System. In the event that such appropriations are determined by the Chief Financial Officer/Comptroller of the Board to no longer exist or to be insufficient with respect to the charges payable thereunder, the agreement shall terminate without further obligation of the Board at the end of any fiscal period (herein
after referred to as “Event”). In such Event, the Purchasing Director of the Savannah-Chatham County Public School System shall certify to the Service Provider the occurrence thereof.

**REQUIRED SUBMITTAL/ATTACHMENTS:** Bidder is required to enclose with bid the following forms, certifications, and licenses. Failure to do so will result in bid being deemed as non-responsive.

A. Three (3) References- preferably of municipal agencies or educational entities located within the Southeastern Region of Georgia (Page 9)
B. Disclosure of Responsibility Statement-Notarized (Page 11)
C. Contracting Affidavit-Notarized (Page 12)
D. Certificate of Insurance- Board to be listed as a certificate holder & bid number identified (Page 22)
E. Copy of 2009 Business License/Tax Certificate
F. Copy of Company Fire Alarm System Certifications & Licenses
<table>
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<tr>
<th>SITE</th>
<th>SCHOOL</th>
<th>ADDRESS</th>
<th>Phone</th>
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<td>1</td>
<td>School Bd./Administr</td>
<td>208 Bull St.</td>
<td>(912) 961-3515</td>
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<td>Bartow Elementary</td>
<td>1804 Stanford St.</td>
<td>(912) 201-5300</td>
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<td>Beach High School</td>
<td>3001 Hopkins Street</td>
<td>(912) 201-5300</td>
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<td>5</td>
<td>Bloomingdale Elementary</td>
<td>101 E. Main Street</td>
<td>(912) 748-3630</td>
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<td>(912) 899-3950</td>
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<td>(912) 968-2520</td>
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<td>430 Tibetan Avenue</td>
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<td>Scott Learning Center</td>
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<td>West Oatham Elementary</td>
<td>820 Pine Barren Road</td>
<td>(912) 743-3601</td>
<td>Notifier AFP 400</td>
</tr>
<tr>
<td>48</td>
<td>West Oatham Middle</td>
<td>800 Pine Barren Road</td>
<td>(912) 743-3651</td>
<td>EST IRC3</td>
</tr>
<tr>
<td>49</td>
<td>White Bluff Elementary</td>
<td>9802 White Bluff Road</td>
<td>(912) 961-3325</td>
<td>ADT Unidrome</td>
</tr>
<tr>
<td>50</td>
<td>Whitney Administrative</td>
<td>2 Laura Street</td>
<td>(912) 393-1052</td>
<td>Simpex 4100</td>
</tr>
<tr>
<td>51</td>
<td>Windsor Forest Elementary</td>
<td>414 Briar Cliff Circle</td>
<td>(912) 961-3355</td>
<td>Simpex 420</td>
</tr>
<tr>
<td>52</td>
<td>Windsor Forest High</td>
<td>12419 Largo Drive</td>
<td>(912) 961-3400</td>
<td>Simpex 4001</td>
</tr>
</tbody>
</table>

See link below for Excel File:

http://www.sccpss.com/district/finance/p2/Attachments/RFP%2009-89/09-89%20Components.xls
ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.

2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.

3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.

4. Umbrella Liability. With limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

**DEFINITIONS OF LMWBE**

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

1. African-American - A person having origins in any of the Black racial groups of Africa;

2. Hispanic-American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;

3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

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

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

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

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

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.
**ATTACHMENT C - Exhibit #1**

**PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF BIDDER/PROPOSER: _________________________ BID NO.: ____________

**PROJECT TITLE:** ___________________________ **TOTAL BID AMOUNT:** $ _______________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB- CONTRACTED</th>
<th>SUBCONTRACT VALUE</th>
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</thead>
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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.

LMWBE FORM 1 BID#09-89
ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Yes or No</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</td>
<td>Yes or No</td>
<td>If no, please explain:</td>
</tr>
<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.</td>
<td>Yes or No</td>
<td>If no, which agencies were used to identify potential LMWBE Subcontractors?</td>
</tr>
<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td>Yes or No</td>
<td>Please explain efforts:</td>
</tr>
</tbody>
</table>

ATTACHMENT C - EXHIBIT #3

JOINT-VENTURE DISCLOSURE STATEMENT

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

<table>
<thead>
<tr>
<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

LMWBE FORM 2 & 3 BID #09-89
ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: ___________________________________________

BID NO: _______________

PROJECT TITLE: ______________________________________________________________

DATE: ______________________________

PROJECT LOCATION: _________________

CONTRACT AMOUNT: $________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUBCONTRACTED</th>
<th>MONTHLY PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

PERCENTAGE OF TOTAL CONTRACT: _____________%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____________%

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

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

Date: Signature: ______________________________________________ Title: ______________________

Notes:

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

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