Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Chiller Replacement at Savannah High School**. 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 **11/01/2016 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 on **Wednesday, October 12, 2016 at 10:00 AM** in Savannah High School, 400 Pennsylvania Ave. Savannah, GA 31404.

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 **Bethany Burnett** 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,

[Signature]

S t h e m a S c a l e s, C P P B
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 # C17-06

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 Chiller Replacement at Savannah High School 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.

A "Cone of Silence" is imposed upon this invitation to bid after advertising, and terminates at the time the Board awards a contract. The Cone of Silence prohibits any communication regarding this BID between, among others which includes: Potential vendors, service providers, proposers, lobbyists or consultants, any member of the District's professional staff, or their respective staff and members, respective Design Professional, respective selection committee members, or any elected official. The Cone of Silence does not apply to oral communications at pre-proposal conferences, site visits (as applicable), oral presentations before selection committees, contract negotiations or communications in writing at any time unless specifically prohibited by this BID document. In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder shall render any BID voidable by the District. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District.

A contract, if awarded, will be on a total lump sum bid basis. Bidders are required to provide their unit price bid schedule for the total lump sum bid on the form contained herein. No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of Georgia law.

The District reserves the right in its sole and complete discretion to waive technicalities and informalities. The District further reserves the rights in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget. The District anticipates that the contract will be awarded to the responsive and responsible bidder who provides the lowest bid within the budget. In judging whether the bidder is responsible, the District will consider, but is not limited to, the following:

- Whether the bidder or its principals are currentlyineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
- Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.

In judging whether a BID is responsive, the District will consider, but is not limited to the following:

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

In the event all responsive and responsible bids are in excess of the budget, the District, in its sole and absolute discretion and in addition to rejecting all bids, reserves the right either to supplement the budget or to negotiate with the lowest responsive and responsible bidder (after all deductive alternates are taken in the order defined in the Instructions to Bidders) but only for the purpose of making changes to the project that will result in a cost to the District that is within the budget, as it may be supplemented.
I. Standard Terms and Conditions of Bid

A. Pricing

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

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

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

B. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

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

All invoices should be mailed to:

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

Terms of payment will be 2% 10th Net 40 Days.
C. General Specifications/Scope of Work

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

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

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

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

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

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

D. Discontinuation of Equipment

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

E. Submittal of Objections

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

F. ITB Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
ATTN: Bethany Burnett, 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, Monday, October 17, 2016. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact Bidder for pickup of any addenda prior to the seventy-two (72) hours prior to the date and time set for opening bids.

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

G. Failure to Respond

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

H. Errors in Bids

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

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

(a) **Bid Opening:** Bids will be opened and announced as stated in the Invitation to Bid.

(b) **Bid Submission.** All bids must be submitted on the Bid Form as attached hereeto and must be signed, notarized, and sealed by a notary public. All blanks for information entry in bid forms submitted to District should be filled. Blanks left unfilled constitute irregularities in the bid and place the bidder at risk of having the bid rejected unless the District rules the irregularity to be an informality or technicality that can be waived, as is made clear in Article 15 of the "Instructions to Bidders" and on the Bid Form. Numbers shall be written in English words and in Arabic numerals. The inclusion of any condition, alternate, qualification, limitation, or provision not called for shall render the bid nonresponsive and shall be sufficient cause for rejection of a bid.

(c) **Bid Security:** **NOT APPLICABLE**

(d) **Delivery of Bids:** Bids are to be addressed to the District, at the address and room number shown in the Invitation to Bid. Bids must be enclosed in an opaque, sealed envelope; marked with the Bid Date, Bid Time, Bid Number, Name of Project; and the Bidders Company name and address. Bids must be placed in the hands of the District at the specified location by not later than the time and date named in the Invitation to Bid. After that time, no bids may be received.

(e) **Alternates:** If alternatives are called for, a bid must be submitted for all alternates. Failure to do so may render the bid nonresponsive and be sufficient cause for rejection of a bid.

(f) **Withdrawal of Bids:** Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of sixty days after the time and date of opening except as provided in O.C.G.A Title 36 Chapter 91 (appreciable error in calculation of bid). Negligence or error on the part of any bidder in preparing his bid confers no right of withdrawal or modification of his bid after time has been called except as provided by Georgia law.

(g) **Errors or Revisions:** Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on the bid proposal form with sufficient clarity to be easily understood. All such annotations shall be made by authorized representative of the bidder and identified as such. These annotations shall be binding on the bidder. No revisions will be allowed or accepted on the outside of the envelopes.

J. Contract Award

The award of a contract, if any, shall be made on a total bid on unit price schedule basis to the lowest responsive and responsible bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest responsive bid that was received from a responsible bidder. No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of law.

K. District's Rights Concerning Award

The District reserves the right in its sole and complete discretion to waive technicalities and informailities. The District further reserves the right in its sole and complete discretion to reject all bids, decline to award a contract, withdraw this solicitation, and re-advertise for the same or similar goods or services using another solicitation process at any time before the Board of Education votes to accept an offer received as a result of this solicitation process.

The District may reject any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the District will consider, but is not limited to consideration of, the following:
• Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
• Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
• Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
• Whether the bidder can demonstrate a commitment to safety with regard to Workers’ Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
• Whether the bidder’s past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder’s contract obligations.

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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. “Responsive” Bidder Criteria

In judging whether a BID is responsive, the District will consider, but is not limited to the following:

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

R. 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.

S. Bid Clarification

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

T. 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.

U. Award of Contract

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

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

1. Savannah-Chatham County Minority/Women Business Enterprise
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor
If no bidders meet any of the above criteria, then the 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 not supply or provide any services prior to receiving official notification, he does so at his own risk and the District shall not be held liable.

V. 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.

W. Signed Bid Considered Offer

The signed bid shall be considered an offer on the part of the bidder, and shall be deemed accepted only 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 C17-06 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.

IV. Solicitation Forms and Attachments

A. Solicitation Forms:

Forms 1 through 16, must be completed, fully executed and submitted with the BID. Failure to submit and execute the required Forms shall result in a status of non-responsive. Form 17 is optional for non-bidders.

FORM 1: **Certification Form**: Certifies that the Bidder has carefully reviewed all provisions of the solicitation and hereby agree to be bound by said provisions of this package.

FORM 2: **Local and/or Minority/Women Business Enterprise Development Information**: Required to assist District with documenting status of participating Bidders.

FORM 3: **Local and MWBE Good Faith Efforts Requirements**: Required for certifying and documenting evidence of good faith efforts to utilize local and Disadvantage Business Enterprises on this contract.

FORM 4: **Local MWBE Development Documentation**: Required to assist District in evaluating good faith efforts of Bidders.

FORM 5: **Disclosure of Responsibility Statement**: Certifies and documents Bidders ability or responsiveness to provide services in accordance with governmental business practices.

FORM 6: **Contracting Affidavit and Agreement**: Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (1) for all firms providing service(s) to public sector entities. This form requires compliance regarding hiring and verification of employees.

FORM 7: **Form of Business Disclosure Statement**: Confirms identify and legal status of Bidder.

FORM 8: **Statement of Active Participation in SCCPSS Schools**: Documents active participation in SCCPSS schools as encouraged by Board Policy FGC.

FORM 9: **Subcontractor Affidavit**: Required by the State of Georgia O.C.G.A. § 13-10-91 (b) (3) for all firms providing service(s) to public entities. This form requires compliance regarding hiring and verification of employees.

FORM 10: **Sub-subcontractor Affidavit**: Required by the State of Georgia O.C.G.A. . § 13-10-91 (b) (4) for all firms providing service(s) to public entities. This form requires compliance regarding hiring and verification of employees.

FORM 11: **Bid**: The form to be used for the Bid actually submitted by the bidder.


FORM 13: **Statement of Bidder’s Qualifications**: Form for providing information regarding Bidder’s qualifications for the project.

FORM 14: **Bidders Reference Form**: Form for providing contact information for the owners of past projects that Bidder has provided work for.

FORM 15: **Listing of Proposed Subcontractors**: List of Subcontractors that Bidder proposes to use on the Project.

FORM 16: **Bid Security Form**: Sample Bid Bond form showing material terms for a bid bond, if required.

Bid # C17-06 | Page 10
FORM 17: **Optional**: No Bid Statement - Optional form for non-bidders to express interest in future solicitations and to provide feedback to the District's purchasing department.

B. Attachments

Attachment A: Specifications
Attachment B: Insurance Requirements
CERTIFICATION FORM
BID C17-06

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. Bidder further certifies that the Bid submitted is in accordance with all documents contained in this Bid, and that any exception taken thereto may disqualify his/her Bid, and that any misrepresentation of facts hereby subject Bidder to debarment from future District procurement. Bidder understands and agrees all Bids are FINAL.

The Bidder in response to this Bid is hereby stipulated to be none other than*:

Company ____________________________ Federal Taxpayer ID No. __________________

Street Address __________________ City ______ State ______ Zip ______

Phone No. ______ Fax No. ______

Responsible Principal __________________ Phone Number of Responsible Principal ______

*If the Bidder is a joint venture that is a business entity created for the purpose of functioning as the joint venture, enter above the correct legal information for the joint venture business entity which intends to enter into a contract with the District for the Services solicited by this Bid. If the joint venture is operated through the existing legal status of the venture partners, enter above the correct legal information for only the one venture partner with majority participation in the joint venture, or if all venture partners are equal in the joint venture, enter information for only the venture partner which intends to enter into a contract with the District for the Services solicited by this Bid.

IF different than the Responsible Principal listed above, the Contact Person for this Bid is hereby authorized to be*:

Contact Person for this Bid __________________ Phone Number of Contact Person ______

Receipt of the following Addenda is hereby acknowledged: #_______ #_______ #_______ #_______

(All Addenda issued MUST be acknowledged in order for Bid to be considered responsive.)

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 ________________________, 201______, by:

______________________________ Title __________________________

Responsible Principal Authorized Signature

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___________ DAY OF ________________________, 201______

______________________________ Notary Public; My Commission Expires: ____________________

DO NOT include any attachments to this form.

Solicitation Form
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. See Section 16, “Development of Local and Minority / Woman Business Enterprises” for information to assist in completing this Form.

BIDDER: ____________________________ BID # C17-06

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 BID?
(This information is for statistical use only.)

___ City of Savannah, Department of Economic Development

___ Received Invitation to Bid by Mail

___ The Savannah Tribune Legal Ad

___ Other ________________________________

___ The Herald Legal Ad

___ Savannah News Press Legal Ad

___ Visiting the Purchasing Office

DO NOT include any attachments to this form.
Solicitation Form 2
**LOCAL AND MWBE GOOD FAITH EFFORTS REQUIREMENTS**

Bidders are required to submit with the Bid, evidence of good faith efforts utilized to ensure that Local and MWBE are provided with the maximum opportunity to 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>Please Explain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities</td>
<td></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td>Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities</td>
<td></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td>Communicate with the City of Savannah’s Office of Economic Development to identify available and qualified LMWBE firms</td>
<td></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td>Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors</td>
<td></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td>Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities</td>
<td></td>
<td>YES or NO. Please explain:</td>
</tr>
<tr>
<td>Other efforts</td>
<td></td>
<td>YES or NO. Please explain:</td>
</tr>
</tbody>
</table>

---

Company:

Name, Title:

Authorized Signature:

Date:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___________ DAY OF ____________________ , 201___

__________________________ Notary Public: My Commission Expires: __________________

*Include attachments to this form only as deemed necessary.*

*Any attachments to this form must be marked clearly on each page with the words, “Attachment to Form 3.”*
# Local and MWBE Development Documentation

**Project Name:** Chiller Replacement at Savannah High School  
**BID #: C17-06**

Enter below documentation of efforts made by the Bidder to enlist the participation of Local and/or MWBE.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Person &amp; Date Contacted</th>
<th>Telephone # &amp; Email Address</th>
<th>Type of Services</th>
<th>Method of Communication</th>
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Note: Provide additional copies of this form if necessary, numbering each.

*Include attachments to this form only as deemed necessary. Any attachments to this form must be marked clearly on each page with the words, "Attachment to Form 4."*
DISCLOSURE OF RESPONSIBILITY STATEMENT

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 or subcontract, or in the performance of such contract or subcontract.

Not Applicable ( ) or List:

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.

Not Applicable ( ) or List:

List any convictions or civil judgments under state or federal antitrust statutes.

Not Applicable ( ) or List:

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.

Not Applicable ( ) or List:

List any prior suspensions or debarments by any government agency.

Not Applicable ( ) or List:

List any contracts not completed on time.

Not Applicable ( ) or List:

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

Not Applicable ( ) or List:

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

Not Applicable ( ) or List:

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

Not Applicable ( ) or List:

I, _______________________________ of _______________________________,

Name of Individual, Title & Authority Company Name

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

________________________________________ State of _______________________________

Authorized Signature County of _______________________________

Subscribed and sworn to before me on this ___________ day of ________________, 201___ by representing him/herself to be of the company named herein.

________________________________________ Notary Public; My Commission Expires: __________________________

DO NOT include any attachments to this form.

Solicitation Form 5
CONTRACTING AFFIDAVIT AND AGREEMENT

CONTRACTOR AFFIDAVIT UNDER O.C.G.A § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of 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 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:  

DO NOT include any attachments to this form.

Solicitation Form 6
FORM OF BUSINESS DISCLOSURE AND INSURANCE COVERAGE STATEMENT

Please make clear the exact type of legal entity that will perform this contract. Describe below the nature of the business organization and the financial participation of any member business entities. State the appropriate information to show that the business organization has all required licensing and authorization to provide the type of service proposed.

Form of Business:  
{ } Corporation  
{ } Partnership*  
{ } Limited Liability Corporation  
{ } Sole Proprietorship  
{ } Limited Liability Partnership  
{ } Joint Venture*

*If the Bidder is a partnership or joint venture, attach** to this Form (Form 8) a copy of the contractual agreement between the participants in the partnership or joint venture. The partnership or joint venture Offeror must comply with all requirements, including those stipulated in Section L, "Offeror’s Essential Credentials and Business Structure."

Full Legal Name and Physical Address of Business Organization (must match information in Form 1):

As Applicable, Full Legal Name and Physical Address of Each Other Party to Partnership or Joint Venture:

The Bidder must be licensed to perform the Services solicited by this BID. Attach to this Form a copy of the Bidder’s Georgia Contractor’s license, which must be identical to that name entered above and on the CERTIFICATION FORM (Form 1)**. Enter below the name of the individual who serves as the Qualifying Agent for the Bidder. Also, if Bidder is a corporation, attach to this Form a copy of a current Annual Corporate Registration issued by the State in which incorporated**. Also, attach to this Form a copy of the current local business license held by the Bidder from the municipality where it is located**.

The Bidder must meet certain minimum insurance requirements at the time a Bid is submitted.

Attach to this Form a written indication from the Bidder’s Surety providing information regarding the bonding capacity of the Bidder**, and attach a letter from Insurer stating that the Bidder can provide the required limits of insurance specified by this Bid pending the award of a contract, as specified in the Contract document.

Name of Licensee for the Georgia General Contractor’s license of the Bidder, and license number:

Full Name: ___________________________ License Number: ___________________________

Name, Title ___________________________ Authorized Signature ___________________________ Date ____________

Company ___________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ________ DAY OF ____________, 20__

__________________________________________ Notary Public: My Commission Expires: ___________________________

Attachments to this form must be marked clearly on each page with the words, “Attachment to Form 7.”

**At least four (4) attachments to this Form are REQUIRED.

Solicitation Form 7
**STATEMENT OF ACTIVE PARTICIPATION IN SCCPSS SCHOOLS**

The Board of Education encourages design and engineering professionals who do business with SCCPSS to actively participate in our schools and provide career direction to students interested in learning more about these fields, to include supporting student career days, construction mentorship programs, and other related activities.  
(excerpt from Board Policy FGC)

List below current and planned activities which support SCCPSS schools.

<table>
<thead>
<tr>
<th>School</th>
<th>Business and/or Individual Name</th>
<th>Date(s)</th>
<th>Activity</th>
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</table>

Solicitation Form 8
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 ____, ___, 20__, 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 ________________, 20__.  

NOTARY PUBLIC

My Commission Expires:

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

Solicitation Form 9
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 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 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

Solicitation Form 10
BID
ITB # C17-06

The Maintenance and Operations Department of the Savannah-Chatham County Public School System is seeking a turn-key contractor to replace the existing 250 ton water cooled chiller and re-connect all utility lines in Savannah High School. The school is located at 400 Pennsylvania Ave. Savannah, GA 31404. The work needs to be done while the campus is occupied and completed in 75 days, so time is of the essence.

Total Bid*: __________________________________________________________

*Bid price is "all inclusive" for turn-key services and includes removal and disposal of existing chiller, purchase and installation of new chiller, all overhead, labor, travel time, per diem, materials, supplies, equipment, standard warranty period, maintenance during warranty period, insurance, taxes, etc. for a turn-key project.

Brand/Model: _______________________________________________________

Delivery of Unit: ________/Days after receipt of order.

Project Completion: ________/Days after receipt of order.

Standard Manufacturer's Warranty Offered: ________/Months

Extended Warranty Offered: ________/Months

Annual Cost for Extended Warranty: ________/Year*

Annual Service Agreement Cost: ________/Year*

*After Standard Warranty Period

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.

Standard Payment Terms: 2%10 Net 40

Signature: __________________________________________________________

Name of individual submitting bid: ____________________________________

Title of individual submitting bid: _____________________________________

Firm submitting bid: ________________________________________________

Address: ___________________________________________________________

City: ______________________ State: ______ Zip: ______

Telephone Number: _________________________________________________

Fax: ______________________________________________________________

Solicitation Form 11
Bidder Certification

Certification under Oath:

O.C.G.A. § 36-91-21 provides in part:
(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefore by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

(e) Before commencing the work, any person who procures such public work by bidding or proposal shall make an oath in writing that he or she has not directly or indirectly violated subsection (d) of this Code section. The oath shall be filed by the officer whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

STATE OF GEORGIA
COUNTY OF __________________________

I do solemnly swear on my oath that, as to the Contract dated _________________________, 201________, between ___________________________ and The Board of Public Education for the City of Savannah and the County of Chatham, Georgia, I have not directly or indirectly influenced or the attempted exertion of any influence on behalf of the firm on behalf of which this affidavit is made, in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid Contract by or on any employee, officer, or agent of the Board, or any person connected with SCCPSS in any way whatsoever and I have not directly or indirectly violated subsection (d) of OCGA 36-91-21.

BY: __________________________________________
    Authorized Signature  (BLUE INK PLEASE)

___________________________________________
    Printed Name  Title

Sworn to and subscribed before me this ___ Day of _____________, 201______.

___________________________________________
    Notary Public

My commission expires: __________________
(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

Solicitation Form 12
STATEMENT OF BIDDER'S QUALIFICATIONS:
(To be subscribed and sworn to before a Notary Public)

The bidder submits the following Statement of Bidder's Qualifications for consideration by the District.

Bidder's Name: ____________________________________________

LEGAL NAME OF BUSINESS

Bidder's Address: ____________________________________________

LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

_____________________________________________________________

CITY STATE ZIP

MAILING ADDRESS IF DIFFERENT FROM ABOVE

_____________________________________________________________

Telephone Number: __________________________ Fax Number: __________________________

Area Code Number Area Code Number

The full names of persons and firms interested in the foregoing bid as principals are as follows:

(1) ______________________________________________________

Circle One: President Partner District Other

(2) ______________________________________________________

Circle One: Vice President Secretary Partner Other

(3) ______________________________________________________

Circle One: Vice President Secretary Partner Other

Note: If incorporated: The names of both the President and Corporate Secretary must be indicated. If a partnership, all partners must be indicated.

Social Security Number or FEIN: ______________________________

State Where Organized or Incorporated: _________________________

Georgia General Contracting (O.C.G.A. § 43-41 et. Seq.) Licensee: N/A

Licensure as: N/A License #: N/A

Plan of Organization: (Circle One) Proprietorship Corporation Partnership Joint Venture Other (Describe)

Years Engaged in Construction Contracting in Present Firm/Organization: _______ years.

Bidder Hereby Certifies that Bidder:

a. Has never refused to sign a contract at the original bid on a public works contract except as allowed under Georgia law.
b. Has never been terminated for cause on a public works contract.
c. Has had no (criminal or felony) convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging, or bribery in the last ten years.
d. Is not an or neither its organization nor its principals are debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.
e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the State of Georgia.
f. Has sufficient bonding capacity to obtain a payment and performance bond from a surey meeting the requirements of the Contract Documents and authorized to do business in the State of Georgia.
g. Has sufficient cash flow to perform this Project.

Remarks or explanations of the above paragraph a through g:

__________________________________________________________________________

__________________________________________________________________________

Bid # C17-06 Page 24
ENCLOSE WITH THIS BID IN A SEPARATE SEALED ENVELOPE A COPY OF YOUR FIRMS MOST RECENT AUDITED FINANCIAL STATEMENT AND A LETTER FROM YOUR INSURER IDENTIFYING YOUR EMR RATES FOR THE PAST THREE YEARS.

REFERENCES: Provide a minimum of three (3) references for construction services for facilities comparable in complexity, size and function. Complete the BIDDERS REFERENCE FORM to be submitted with bid package.

Bidder Certification

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing Statement of Bidder’s Qualifications is true and correct, including any explanation above and submitted under oath.

BY: ____________________________
    Authorized Signature (BLUE INK PLEASE)

______________________________
Printed Name

______________________________
Title

Sworn to and subscribed before me this ___ Day of ______________ , 20_____.

______________________________
Notary Public

My commission expires: __________________________

(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.

Statistical Information. This request is made for statistical purposes only.

PLEASE INDICATE BELOW WHICH DESCRIPTION APPLY TO YOUR COMPANY:

___ LOCAL AND MINORITY/WOMAN BUSINESS ENTERPRISES (LMWBE) – One of the following statements describes this business: a) Owned by a member of a minority race; or b) a partnership of which a majority of interest is owned by one or more members of a minority race; or c) a public corporation of which a majority of the common stock is owned by one or more members of a minority race. A member of a minority race is defined as a person who is a member of a race that comprises less than fifty percent of the total population of the State of Georgia. For recordkeeping purposes, this includes, but is not limited to, persons who are African American, Hispanic, and Woman.

___ DESCRIPTION DOES NOT APPLY TO YOUR COMPANY

Solicitation Form 13
BIDDERS REFERENCE FORM

For each project, provide owner current contact information and the following:
Item 1: Project name, location and dates during which services were performed
Item 2: Brief description of project (square footage, type of construction, number of stories, describe site area)
Item 3: State if work was phased or constructed on an occupied campus

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Item 3:

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Item 3:

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Solicitation Form 14
Listing of Proposed Subcontractors:

Attached hereto a list of proposed Subcontractors and CSI Work Division utilized by Bidder in determining the Bid Amount. Bidder understands that should its Bid be accepted, Bidder may not change or substitute Subcontractors listed on the list attached hereto without the express permission of the District.

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>CSI Division</th>
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Solicitation Form 15
BID SECURITY FORM

NOTE TO CONTRACTOR: Use of Surety's standard Bid Bond form is acceptable as long as it substantially complies with the following form.

KNOW ALL BY THESE PRESENTS, That we, {Insert Contractor's Legal Name and Address} as Bidder, hereinafter called the Principal, and {Insert Legal Name and Address of Surety}, a corporation duly organized under the laws of the State of {Insert State of Corporate Organization}, as Surety, are held and firmly bound unto:

DISTRICT: ______________________________________________

Attention: ______________________________________________

Phone Number: __________________________________________

Facsimile Number: _________________________________________

as Obligee, hereinafter called the Obligee in the sum of __________________________ (Not less than five percent of the Bid) Dollars ($ __________________________ ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for

Bid # C16-35 (ESPLOST) Light-emitting Diode (LED) Light Fixtures (General/ESPLOST Funds) (Annual Contract)

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and (1) the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and the Principal shall execute the Contract and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, and the Principal shall pay to the Obligee the difference not to exceed the difference hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid; then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ Day of ________________, 201__

Name of Contractor _________________________________________

Principal

__________________________________________________________

Witness By: (Seal)

Title _______________________________________________________

Name of Surety: _____________________________________________

__________________________________________________________

Surety Witness

By: ________________________________________________________(Seal) (*)

(*)Attach Power of Attorney
Sworn to and subscribed before me this _ day of ________________, 201_.

____________________
Notary Public

My Commission expires this _ day of ________________, 201__

Solicitation Form 16
OPTIONAL – FOR NON-BIDDERS ONLY
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, specially 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

Solicitation Form 17
Chiller Replacement at Savannah High School

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

1.0 GENERAL INTENT

The intent of these specifications is to solicit formal sealed bids for the Chiller Replacement at Savannah High School within the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

2.0 “CONCE OF SILENCE” REQUIREMENTS

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

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing’s designees, at pre-proposal conferences, site visits (as applicable), presentations before selection committees, or contract negotiations with bidders selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid packet itself, (2) requests for interpretation, requests for material substitutions, protests, or similar inquiries to the purchasing department, (3) documents circulated at oral presentations before selection committees, or (4) documents circulated in connection with contract negotiations with the bidder(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing’s designees. The Cone of Silence does not apply to presentations allowed by Board policy or to the Board of Education at a duly called public meeting.

In addition to any other penalties provided by law, violation of the Cone of Silence by any prospective Bidder may result in the rejection of the prospective bidder’s bid response and disqualify the prospective Bidder from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District’s Purchasing Department.

3.0 GRATUITY PROHIBITION

The successful Bidder shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this bid.

4.0 AUTHORITY

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

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

A. Solicitation Forms 1 through 15.
B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder will list the District as a Certificate Holder).
C. Copy of Current Business License/Tax Certificate.
D. State of Georgia License (As Applicable)
E. Copy of Manufacturer Data Sheets/Specifications
F. Standard Manufacturer’s Warranty (minimum 1 year).
G. Extended Warranty (As Applicable)
H. Completed W-9 Form
I. Contractor’s Affidavit (E-Verify)
J. List of Technicians that will be assigned to a resulting contract and proof of Technician certification (As Applicable) (Service only).

For bids to be considered, bidders shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

6.0 ASSIGNMENT OF CONTRACT

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

7.0 DESCRIPTION

The successful Bidder will be required to provide the products and services requested herein. This procurement will result in a one time. Any deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

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

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

8.0 SCOPE OF WORK

The Maintenance and Operations Department of the Savannah-Chatham County Public School System is seeking a turn-key contractor to replace the existing 250 ton water cooled chiller and re-connect all utility lines in Savannah High School. The school is located at 400 Pennsylvania Ave., Savannah, GA 31404. The work needs to be done while the campus is occupied and completed in 75 days, so time is of the essence. This project will disconnect and remove the existing water cooled chiller and dispose of it and refrigerant properly. Install new 250 ton Trane water cooled chiller with Variable Frequency Drive, Model# RTHD-1 VFD 460 volt/60 Hz/3Ph or equivalent, reconnect chilled water lines, insulate chilled water lines, remove existing wire and replace it with new wire feed to chiller. Reconnect building controls to chiller, install new flow switch, and factory start up. One year parts and labor warranty.
The following three manufactures will only be allowed to bid on this project:

- Trane
- Carrier
- Daikin

9.0 SPECIFICATIONS

The following is a list of the equipment specification and project details:

REPLACE YORK CHILLER MODEL # YSCBCAS2-CJC / SERIAL # SHFM-576570 WITH:

250 TON WATER COOLED SCREW CHILLER WITH VFD

ROTARY-SCREW WATER CHILLERS

PART 1  GENERAL

1.01  SECTION INCLUDES

A. Semi-hermetic, direct drive, water-cooled rotary screw chillers with single or multiple compressors.

1.02  SUBMITTALS

A. Acceptable refrigerants on which chiller performance is based are HCFC-123 or HFC-134a. All proposals for chiller performance must include an AHRI approved selection for the specified refrigerants.

B. Submit drawings indicating components, assembly, dimensions, weights and loadings, required clearances, and location and size of field connections. Indicate equipment, piping and connections, valves, strainers, and thermostatic valves required for complete system.

C. Submit product data indicating rated capacities, weights, specialties and accessories, electrical requirements and wiring diagrams.

D. Submit manufacturer's installation instructions.

E. Submit performance data indicating energy input versus cooling load output from 100 to 25 percent of full load with constant entering condenser water temperature.

1.03  OPERATION AND MAINTENANCE DATA

A. Include start-up instructions, operation data, maintenance data, controls, and accessories. Include trouble-shooting guide.

1.04  REGULATORY REQUIREMENTS

A. Conform to AHRI Standard 550/590 for rating and certified testing of Water Chilling Packages using the Vapor Compression Cycle.

B. Conform to UL 1995 - Standard for Heating and Cooling Equipment, Safety Standard. In the event the unit is not UL approved, the manufacturer shall, at manufacturer expense, provide for a field inspection by an UL representative to verify conformance to UL standards. If necessary, contractor shall perform modifications to the unit to comply with UL, as directed by the UL representative.

C. Conform to ASME SECTION VIII Boiler and Pressure Vessel Code for construction and testing of unfired pressure
vessels.

D. Conform to ANSI/ASHRAE STANDARD 15 safety code for mechanical refrigeration.

E. Unit shall bear the AHRI Certification Label for the specific type of water chiller as applicable.

F. Chiller manufacturer shall provide LEED-NC EA Credit Calculation for each chiller utilizing the factors specified by the U.S. Green Building Council based upon equipment life of 23 years.

1.05 HANDLING

A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.

B. Protect units from physical damage. Leave factory shipping covers in place until installation.

1.06 WARRANTY

A. Provide a full parts, labor, and refrigerant warranty for one year from start-up or 18 months from shipment, whichever occurs first.

1.07 MAINTENANCE SERVICE

A. All inspections and service of units shall be accomplished by factory trained and authorized servicing technicians.

B. All labor for leak checking the chiller according to the manufacturer's IOM and documentation must be included.

C. In conjunction with and supporting Factory warranty OEM shall furnish complete factory authorized service and maintenance of Applied Chillers for one year from Date of Substantial Completion. All work shall be done by manufacturer's commercial warranty agent.

D. OEM shall provide and report quarterly, semiannual, and annual maintenance in compliance with or better than ASHRAE Standard 180-2008.

E. Include maintenance items as recommended in manufacturer's operating and maintenance data.

PART 2 PRODUCTS

2.01 SUMMARY

A. The contractor shall furnish and install rotary screw or centrifugal water chillers as shown and scheduled in the plans. Must meet ASHRAE 90.1-2010 minimum efficiency standard. The units shall be installed in accordance with this specification and produce the specified tonnage per the scheduled data in accordance with AHRI Standard 550/590. The unit shall be AHRI certified as applicable.

B. Approved manufacturers:

1. Trane
2. Carrier
3. Daikin
2.02 COMPRESSOR AND MOTOR

A. Construct chiller using a semi-hermetic helical rotary screw compressor.
   1. Statically and dynamically balance rotating parts.
   2. Provide oil lubrication system with oil charging valve and oil filter to ensure adequate lubrication during starting, stopping and normal operation.
   3. Provide compressor with automatic capacity reduction equipment consisting of capacity control slide valve or variable speed drive. Compressor must start unloaded for soft start on motors.
   4. Provide crankcase heater and/or oil sump heater to evaporate refrigerant. Energize heater when compressor is not operating.

B. Chiller should be able to unload to 25 percent of full load tonnage with constant entering condenser water temperature.

C. The motor shall be semi-hermetic and either suction gas or liquid refrigerant cooled. Hot gas motor cooling is not acceptable. Open drives are not acceptable in positive pressure refrigerant systems (HFC-134a) due to the possibility of oil and refrigerant leaks at the shaft seal between the open motor and the compressor.

2.03 EVAPORATOR AND CONDENSER

A. The evaporator shall be built in accordance with ANSI/ASHRAE 15- Safety Code for Mechanical Refrigeration. Design, test, and stamp evaporator refrigerant side for 200 psig (1379 kPa) working pressure in accordance with ANSI/ASME SEC VIII.

B. Evaporator tubes shall be internally and externally enhanced. The tubes shall be securely supported at intermediate supports and physically expanded into both ends of the tube sheets. The evaporator tubes must also be removable from both ends to provide easy access for tube cleaning. The minimum evaporator tube wall thickness, root-to-root across the entire tube length shall be 0.025". It is unacceptable to provide this thickness at the intermediate supports only.

C. Provide evaporator water box designed for [150] [300] psig maximum waterside working pressure, with grooved pipe water connections. Waterside shall be hydrostatically tested at 1.5 times design working pressure.

D. Condenser tubes shall be internally and externally enhanced. The tubes shall be securely supported at intermediate supports and physically expanded into both ends. The condenser tubes must also be removable from both ends to provide easy access for tube change outs or tube cleaning. The minimum condenser tube wall thickness, root-to-root across the entire tube length shall be 0.025". It is unacceptable to provide this thickness at the intermediate supports only.

E. Provide non-marine condenser water box designed for 150 psig maximum waterside working pressure, with grooved pipe water connections. Waterside shall be hydrostatically tested at 1.5 times design working pressure.

F. Adjustable or float type refrigerant metering devices and thermal expansion valves (TXV) shall be inspected and adjusted by the manufacturer annually for the first five years of operation to assure equivalent reliability to an electronic expansion valve (EXV) system. A written report shall be forwarded to the owner each year over the first five years to confirm completion of calibration.

G. Units with multi-stage compressors shall incorporate an interstage flash vessel economizer in the refrigerant cycle.

H. Factory insulation will be 3/4" insulation Armaflex II or equal (k~0.28) and cover the evaporator, water boxes and motor housing. Factory installed foam insulation will be used on the suction line, liquid level sensor and oil return system assembly.

   1. If water box insulation is not factory installed, the additional cost for material and labor associated with field installation must be included in total chiller price.
2.04 REFRIGERANT CIRCUIT

A. All units shall have 1 refrigerant circuit with a single compressor. If manifol ded compressors are provided, then individual compressor warranties must be provided for each compressor motor.

B. An electronically controlled expansion valve (EXV) is provided to maintain proper refrigerant flow.

C. Chiller shall be able to unload to 25% of capacity with AHRI relief and constant entering condenser water temperature.

D. Provide for each refrigerant circuit

1. Suction service valve
2. Discharge service valve
3. Liquid line shutoff valve
4. Filter

2.05 CONTROLS

A. The chiller(s) shall be controlled by a microprocessor-based, proportional and integral controller to show water and refrigerant temperatures, refrigerant pressures and diagnostics. A dedicated chiller control panel with a clear language display is to be supplied with each chiller by the chiller manufacturer. The controller shall provide chiller capacity control in response to the leaving chilled water temperature.

B. Digital Communications to BAS system shall consist of a BACnet open standard communication protocol. BACnet shall be capable of communicating MS/TP using RS-485 hardware.

C. The chiller control panel shall utilize an Adaptive Control Microprocessor which will automatically take action to prevent unit shutdown due to abnormal operating conditions associated with: evaporator refrigerant temperature, high condensing pressure and motor current overload.

D. In all of the above cases, the chiller will continue to run, in an unloaded state, and will continue to produce some chilled water in an attempt to meet the cooling load. However, if the chiller reaches the trip-out limits, the chiller controls will take the chiller off line for protection, and a manual reset is required. Once the "near trip" condition is corrected, the chiller will return to normal operation and can then produce full load cooling.

E. The chiller control panel shall provide control of chiller operation and monitoring of chiller sensors, actuators, relays, and switches. The panel shall be a complete system for stand-alone chiller control and include controls to safely and efficiently operate the chiller.

F. Manufacturer shall provide a compressor that is capable of unloading to an infinite amount of positions in order to provide water temperature accuracy of +/- 0.5°F. In the event that the compressor unloads to finite steps, the manufacturer may provide nine (9) or more steps of unloading on each compressor or provide hot gas bypass (HGBP).

G. The chiller control panel shall provide leaving chilled water temperature reset based upon return water temperature.

H. A relay output to start the condenser water pump and/or enable the cooling tower temperature controls.

I. The chiller control panel shall provide a chilled water pump output relay that closes when the chiller is given a signal to start.

J. The chiller control panel shall have the ability to operate in variable evaporator flow applications. The chiller control must be able to operate with evaporator flow rate changes up to 10% during a 1 minute time period while maintaining 0.5°F water temperature accuracy. The chiller control must also be able to operate with evaporator flow rate changes up to
30% during a 1 minute time period while maintaining 2°F water temperature accuracy.

K. The chiller control panel is to be provided with the following digital type pressure readouts:

1. Evaporator refrigerant pressure
2. Condenser refrigerant pressure

L. The front of the chiller control panel shall be capable of displaying the following clear language as standard:

1. Entering and leaving evaporator water temperature
2. Entering and leaving condenser water temperature
3. Chilled water setpoint
4. Electrical 3 phase current limit and percent RLA setpoint
5. Electrical 3 phase amp draw
6. Chiller operating mode
7. Condenser refrigerant temperature
8. Predefined on screen trending graphs
9. Customizable trending graphs based on available parameters
10. Elapsed time and number-of-starts counter
11. Chiller compressor run status relay
12. Diagnostics with time and date stamp
13. The control panel display shall identify the fault, indicate date, time, and operating mode at time of occurrence, and provide type of reset required and a help message. The historic diagnostic report shall display the last 20 diagnostics with their times and dates of occurrence

2.06 LOW VOLTAGE VARIABLE SPEED DRIVE (VSD), UNIT MOUNTED

A. The water chiller shall be furnished with an air cooled variable speed drive (VSD) as shown on the drawings.

B. The VSD will be specifically designed to interface with the water chiller controls and allow for the operating ranges and specific characteristics of the chiller.

C. The VSD efficiency shall be 97% or better at full speed and full load. Fundamental displacement power factor shall be a minimum of 0.96 at all loads.

D. The VSD shall be solid state, microprocessor based pulse-width modulated (PWM) design. The VSD shall be voltage and current regulated. Output power devices shall be IGBTs.

E. Power semi-conductor and capacitor cooling shall be from a liquid or air cooled heatsink.

F. The VSD shall be tested to ANSI/UL Standard 508 and shall be listed by a Nationally Recognized Testing Laboratory (NRTL) as designated by OSHA.
G. Compliance to recommendations for harmonic mitigation.
   1. The VSD design shall include a DC link reactor on positive and negative rails to minimize power line harmonics and protect the VSD from power line transients.

H. Input shall be nominal 460 volts, three phase, 60 Hertz AC power, +/- 10 percent of nominal voltage.

I. Line frequency 49-61 hertz.

J. The VSD shall include the following features:
   1. All control circuit voltages are physically and electrically isolated from power circuit voltage.
   2. 150% instantaneous torque available for improved surge control.
   3. Soft start, adjustable linear acceleration, controlled ramp-down to stop.
   4. Insensitivity to incoming power phase sequence.
   8. Protection from phase loss at AFD input.
   10. Protection from over/under-voltage.
   11. Protection from over-temperature.

K. The following VSD status indicators shall be available to the unit controller to facilitate startup and maintenance:
   1. DC Bus voltage.
   2. Output/load amps.
   3. Fault.

L. Service Conditions:
   1. Operating ambient temperature of 14°F - 104°F (-10°C - 40°C).
   2. Room ambient up to 95% relative humidity.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide for connection to electrical service. If oil pump is electric include the connection of the electrical to the oil pump.
C. Provide elastomeric isolation pads to reduce vibration transmission.

D. On units without unit mounted starters provide for connection of electrical wiring between starter and chiller control panel, oil pump, and purge unit.

E. Furnish and install necessary auxiliary water piping for oil cooling units and purge condensers.

F. Arrange piping for easy dismantling to permit tube cleaning.

G. Provide piping from chiller relief valve to outdoors. Size as recommended by manufacturer.

3.02 MANUFACTURER'S FIELD SERVICES

A. OEM startup is performed by factory trained and authorized servicing technicians confirming equipment has been correctly installed and passes specification checklist prior to equipment becoming operational and covered under OEM warranty. Compliance is required to preserve the factory warranty.

1. Included OEM Factory Startup:
   a. Centrifugal, Rotary Screw, Scroll Chillers

B. Applied Chiller manufacturers shall maintain service capabilities no more than 50 miles from the jobsite.

C. The manufacturer shall furnish complete submittal wiring diagrams of the package unit as applicable for field maintenance and service.

10.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

11.0 BRAND NAME

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

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

12.0 REQUEST FOR APPROVAL OF SUBSTITUTE PRODUCT

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

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

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

14.0 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 Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

15.0 REQUEST FOR INTERPRETATION

Interested Bidders may contact the District to obtain clarification of the bid by 5:00 p.m., Monday, October 17, 2016. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders who requested the bid. **No questions will be answered by telephone or emails.**

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

16.0 PROTESTS

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

17.0 RIGHTS OF REJECTION

The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid at any time before the Board of Education awards a contract for any reason.

18.0 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.
19.0 PERFORMANCE PERIOD

This bid will establish a one-time contract to remain open for a period not to exceed 90 days after contract award.

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

20.0 PRICING

Bid price is "all inclusive" for turn-key services and includes removal and disposal of existing chiller, purchase and installation of new chiller, all overhead, labor, travel time, per diem, materials, supplies, equipment, standard warranty period, maintenance during warranty period, insurance, taxes, etc. for a turn-key project.

Price will include a standard 12 month manufacturer warranty, all applicable freight, delivery, installation, and inspection services. all equipment, parts, tools, supplies, labor, travel time, disposal and transportation costs, taxes, per diem, fuel surcharges, F.O.B. Destination, etc., required to perform the scope of work and specifications provided herein.

Bidder will also state any additional costs associated with any extended warranties offered on specified equipment, materials, and/or services after the standard 12 month warranty period expires. Bidder will complete all work during normal business hours unless approved in advance (in writing) by the District’s contract representative.

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

21.0 DELIVERY AND INSTALL

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

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

22.0 TERMS OF PAYMENT & INVOICING

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

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

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid/RFP Number
All original invoices should be mailed to:

Savannah-Chatham County Board of Education

Attention: ACCOUNTS PAYABLE

208 Bull Street Room 119

Savannah, Georgia 31401

23.0 QUANTITIES

The estimated quantities given are intended only as a guide for the Bidder. The Board does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the estimated annual quantities shown and the successful Bidder shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract.

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

24.0 WARRANTY

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

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

25.0 TAXES

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

26.0 DELAYS AND EXTENSION OF TIME

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

327.0 DAMAGES

The Contractor 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.

27.0 LIQUIDATED DAMAGES FOR DELAY

In addition to holding the Contractor liable for any actual damages resulting from the Bidder’s performance under a resulting contract, the District will reduce the Bidder’s invoice in the amount of $500/PER DAY for any delay resulting from the provision of sub-standard goods or services that do not comply with the Scope of Work requirements. The parties agree the District’s damages for delay resulting from the provision of any sub-standard goods or services is difficult or impossible to estimate, and the parties agree in advance that $500/per day is a reasonable pre-estimate of the actual damages the District would suffer from the delay resulting from the provision of sub-standard work. Accordingly, the District will also reduce the Bidder’s invoice for failure to provide the services as specified to include late performance.
In the event of any delayed Work completion and the Bidder's failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Bidder therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

28.0 WORKSITE DEBRIS REMOVAL

The Contractor 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, Contractor will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

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 Board.

30.0 ADDITIONAL MINIMUM BIDDER QUALIFICATIONS

In addition the bidder qualification requirements set forth in the solicitation, the additional minimum bidder qualifications apply here:

A. The Bidder shall be established in the business of providing the requested commodity.
B. The Bidder shall have been in business for a minimum of five (5) years.
C. The Bidder will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the Bidder has provided commodities to in the past five (5) years that are similar to or the same as that requested herein. References shall include a brief description of the commodity provided, name of a viable contact person, email address for the current contract representative, and a fax number.
D. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

31.0 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor 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.

32.0 CONTRACTOR PERSONNEL

Contractor's staff is expected to present a professional appearance. All personnel of the Contractor 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 Contractor, his agent(s) and/or his employees:

A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.
B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.
C. The use of tobacco or tobacco products on Board property is prohibited by State law.
D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any 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 Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.
E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.

H. By submission of a bid, the Contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor’s employees during the performance of the contract. The Contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such bidder.

Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee from the project, the Sub-contractor’s agreement with the Contractor for the District’s contract will be terminated.

33.0 SUBCONTRACTING

The Contractor shall not subcontract any part of the work to be covered by this contract without the District’s prior written approval. All approved subcontractors Providers and their personnel assigned to this contract shall be listed as Attachment A “Personnel Listing” of this document.

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

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

34.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

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

35.0 BID BOND AND PERFORMANCE/PAYMENT BOND REQUIREMENTS

Bidders are required to submit with their bid a Bid Bond in the form of (a) Bid Bond payable to the Savannah-Chatham County Public School System, Chief Financial Officer; or (b) a bank draft, cashier’s check, or money order payable to the order of the Savannah-Chatham County Public School System, Chief Financial Officer. The Bid Bond will be in the amount not less than five percent (5%) of the total bid amount as a guarantee that the Bidder will, within fifteen (15) days after the date of the conditional award of a contract, execute an agreement as required by the contract documents, if its' bid is accepted. Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a Surety Company approved by the District, that has the minimum equivalency of a Best and Company A-X Rating. If Successful Bidder fails to execute and file any Agreement or fails to furnish any bond, insurance, or document required by the contract documents, the bid security submitted with bid will be forfeited as liquidated damages. Successful Contractor will be required to provide a performance/payment bond within fourteen (14) days of intent to award for the total project cost.

36.0 FISCAL FUNDING

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the Savannah-Chatham County Public School System (SCCPS) 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 SCCPS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Purchasing Director of SCCPS shall certify to the Contractor the occurrence thereof.

Bid # C17-06 | Page 44
37.0 INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the "Board"), the Savannah-Chatham County Public School District, and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnities") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnities.

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

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

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

38.0 INSURANCE REQUIREMENTS

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractors bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

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

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

b. Automobile Liability- Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than $1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.

c. Worker's Compensation Insurance- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq.

d. Umbrella Liability- Limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

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

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

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

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

40.0 LITIGATION HISTORY

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

41.0 COMPLIANCE WITH LAWS

Bidder will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

42.0 CONTROLLING LAW AND VENUE

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia. The parties agree that any litigation arising out of a resulting contract must be brought in a State or Federal court of competent subject matter jurisdiction located in Chatham County Georgia or the Southern District of Georgia. The Bidder agrees in advance to waive the defense of personal jurisdiction or venue in any such court.

43.0 OBLIGATION OF BIDDER

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

44.0 SCHEDULING OF WORK

All work will be scheduled with the District’s Contract Representative, Arnold Jackson, Executive Director of Maintenance and Operations, or his designee. All work will be performed during normal business hours unless bid option for evening, weekend and holiday work schedule is accepted and awarded by the District. Bidder will be required to sign at the work site during normal/school hours. After normal/school hours, the Bidder will notify Campus Police at (912) 395-5565 when they leave for the day.

45.0 SITE VISITATIONS

Bidders are encouraged to familiarize themselves with the job site and all aspects of the scope of service requirements prior to submitting a bid. Additional site visitations can be arranged (by appointment only) by contacting Arnold Jackson, Savannah - Chatham County Public School System at (912) 395-5563.
46.0 OWNER'S RIGHT TO PROSECUTE THE WORK

Time being of the essence, if the Contractor shall be declared in default, both the Contractor and any surety agree that the Owner may, after giving the Contractor and any surety the required notice and time if any is required, without prejudice to any other remedy and without invalidating any performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Contractor or, at the Owner's option and without prejudice to the Owner's rights against the Contractor and any surety, the Owner may terminate the Contractor and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner shall deem expedient.

47.0 TERMINATION

Any contract resulting from this solicitation may be terminated as provided by its terms.
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.