Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Furniture for Gadsden Elementary School (ESPLOST)**. 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 12/8/2015 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.**

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 Joan Carter, CPPB at the address above or fax them to (912) 201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Sincerely,

[Signature]

Sabrina Scales, CPPB
Purchasing Director

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**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"*
RID REQUIREMENTS
INVITATION TO BID # C16-22

The Savannah-Chatham County Public School System hereinafter referred to as the “District” will receive sealed bids from firms authorized to provide Furniture for Gadsden Elementary School (ESPLOST) at 208 Bull Street, Savannah, GA 31401 in Room 213. Bids must be physically placed in the hands of the District’s Purchasing Department by 11:00 A.M., on Tuesday, December 8, 2015, the time legally prevailing in Savannah, Georgia for Bid C16-22 Furniture for Gadsden Elementary School. At the time and place noted above, the bids will be publicly opened and announced.

Official bid documents are available on the website, www.sccpss.com, or from the locations listed below:

1. Savannah-Chatham County Public Schools, Purchasing Dept., 208 Bull Street, Room 213, Savannah, Georgia, 31401
2. City of Savannah Entrepreneurial Center 801 East Gwinnett Street, Savannah, GA 31404

Bidders are cautioned that acquisition of Bidding Documents through any source other the Purchasing Department for the Savannah Chatham County Public School System is not advisable. Acquisition of Bidding Documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information upon which to base a bid.

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.

Bidders are required to provide their unit price bid schedule 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 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.

For this solicitation, the SCCPSS reserves the right to award each line item on the Bid Form (each category of furniture, fixtures, or equipment) to a different bidder. The SCCPSS also reserves the right to award each line item to multiple bidders in order to obtain the desired quantity at the best price at the earliest date of delivery. Awards shall be made on a total bid on a unit price schedule basis to the lowest responsive and responsible bidder(s). The lowest bid(s) will be the bid whose price(s), after incorporating all accepted alternates, are the lowest responsive bid(s) that were received from responsible bidder(s). 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. Additional provisions regarding the contract award are provided in Attachment "A".
1. **Basis of Contract:** The SCCPSS reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, or to accept portions of the bid from several bidders, or to reject all bids submitted or waive any minor irregularities or technicalities. The SCCPSS reserves the right to award the bid under the most beneficial economic terms for the SCCPSS.

2. **Surety and Insurance Companies:** The Contract provides that the surety and insurance companies must be acceptable to the District. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, for qualified self-insurers or group self-insured, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength Rating of "A-" or better and with an A.M. Best Financial Size Category of Class V or larger.

3. **Bidding Documents:** The Bidding Documents comprise the Construction Documents, the Invitation to Bid, the Instructions to Bidders, the Bid Form, and all Addenda, upon which the bidder submits a bid.

5. **Addenda:** All Addenda issued prior to bid date adjust, modify, or change the drawings and specifications as set forth in the Addenda. All such Addenda are part of the contract. No addenda will be issued within seventy-two (72) hours of the date and time set for opening bids without an extension of the bid date as required by Law. All such Addenda are part of the contract. **The District shall mail, fax, or contact bidders for pickup of any Addenda before seventy-two (72) hours prior to the date and time set for opening bids.**

6. **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 should submit any objections in writing not less than five (5) days prior to the opening of the bid. The objections contemplated may pertain to form and/or substance of the Bid 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.

7. **Protest:** Any bidder(s) who wishes to protest the handling or fairness of a solicitation shall express his/her concerns in writing to the Director of Purchasing within five business days of the matter being protested. The letter of protest shall be taken under consideration by the Chief Financial Officer and the Superintendent and the protesting bidder(s) shall be notified within ten (10) business days of the result of such consideration.

The protest notice shall include the following:

- the name, address, and telephone number of the protester
- the signature of the protestor or an authorized representative of the protestor
- identification of the purchasing agency and the solicitation or contract number
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents
- the form of relief requested

8. **Interpretations:** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the District Purchasing Department no later than 5:00 PM, **Wednesday, November 18, 2015.** Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in the form of **Addenda to the plans and specifications will be sent to all plan holders of record before the seventy-two (72) hours prior to the date and time set for opening bids.**

If any questions should arise pertaining to the bid documents, the Bidder may mail or fax (no e-mails accepted) a written Request for Interpretation to:

Savannah-Chatham County Public School System
Attention: Sabrina L. Scales, CPPB, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
(Fax) 912-201-7648

9. **Alternates** Bidders may submit one (1) alternate item, but **must provide** a full description (cut sheet) of the item that was specified as well as a full description of the alternate item, along with complete technical and product data information to the SCCPSS for approval by **November 18, 2015, at 5:00 P.M.** Once the items have been reviewed by the authorized District representative, bidders will be notified in writing by **December 3, 2015** if the items are in compliance and have been accepted or rejected by the SCCPSS.

10. **Sales Tax:** Unless otherwise provided for in the Contract Documents, the Contractor shall include in his bid all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received. Contractor shall not include sales tax on District supplied items. If sales tax is required to be paid by Contractor on District furnished items, a Change Order to Contractor shall be issued by District.

11. **Trade Names, Specifications:**

   (a) **No Restriction of Competition:** When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are
not intended to restrict competitive bidding. If it desired to use products of trade or brand names or of manufacturers’ names that are different from those mentioned in the Bidding Documents, application for the approval of the use of such products must reach the hands of the Design Professional at least ten (10) days prior to the date set for the opening of the bids (see 11(b) below). This provision applies only to the party making a submittal prior to bid. If approved by Design Professional, the Design Professional will issue an addendum to all bidders. This provision does not prevent the District from initiating the addition of trade names, brand names, or names of manufacturers by addendum prior to bid.

(b) 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 Design Professional in writing. For the Design Professional to prepare an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application to the Design Professional for approval of a proposed substitute product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bidding Documents and submitted to the Purchasing Department.

All requests for material substitution must be submitted to the Attention of the Purchasing Director prior to the 5:00 pm Wednesday, November 18, 2015. Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved equal. Bidders are not permitted to contact the Design Professional directly. 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.

(c) Burden of Proof: The burden of proving acceptability of a proposed product rests on the party making the submission. Therefore, the application for approval must be accompanied by technical data that the party requesting approval desires to submit in support of its application. The Design Professional will consider reports from reputable independent testing laboratories verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products or any other written information that is helpful in the circumstances. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

(d) Issuance of Addenda: If the Design Professional approves the submittal, an addendum will be issued to all prospective bidders indicating the approval of the additional product(s). Issuance of an addendum is a representation to all bidders that the Design Professional in the exercise of his professional discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. If a submittal is initially rejected by the Design Professional, but determined to be acceptable to Design Professional after a conference with the District, an addendum covering the said submittal will be issued prior to the opening of bids. The successful bidder may furnish products of any trade names, brand names, or manufacturers’ names except those designated in the Contract Documents unless approvals have been published by addendum in accordance with the above procedure. Oral approvals of products are not valid.

(e) Conference with the District: Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Design Professional may request a conference with a representative of the District, provided: that the request for said conference, submitted in writing, shall have reached the District at least six (6) days prior to the date set for the opening of bids, time being of the essence.

12. Bids:

(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 hereto and must be signed, notarized, and sealed by a notary public. For this particular solicitation, the Bid Form lists approximately 14 categories of furniture. When submitting the attached Bid Form, Bidders should fill in all blanks for information entry for each category they wish to bid on. If a bidder leaves any category blank on the bid form, the District will assume that the bidder is not submitting a bid for that type of furniture. The omission of other information required by this solicitation may constitute an irregularity 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: If the Bid exceeds $100,000, Bids must be accompanied by a Bid Bond made payable to the District in an amount not less than five percent (5%) of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry, but shall be substantially in accordance with the Bid Security Form attached hereto. Successful bidder will be required
(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.**

13. **Contract Award:** For this solicitation, the SCCPSS reserves the right to award each line item on the Bid Form (each category of furniture) to a different bidder. The SCCPSS also reserves the right to award each line item to multiple bidders in order to obtain the desired quantity at the best price at the earliest date of delivery. Awards shall be made on a total bid on a unit price schedule basis to the lowest responsive and responsible bidder(s). The lowest bid(s) will be the bid whose price(s), after incorporating all accepted alternates, are the lowest responsive bid(s) that were received from responsible bidder(s). 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. Additional provisions regarding the contract award are provided in Attachment "A".

14. **District’s Rights Concerning Award:** 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. The District reserves the right not to particular any line item (particular category of furniture) from any vendor as a result of this solicitation.

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 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.

15. **District’s Right to Negotiate with the Lowest Bidder (O.C.G.A. § 36-91-21):** 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 the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) 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 amended. Negotiation may include changes in the scope of work and other bid requirements.

16. **Development of Local and Minority/Woman Business Enterprises:** 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 shall insist that prime contractors on district construction projects will make and document good-faith efforts to maximize the utilization of qualified LMWBE’s as subcontractors and suppliers for District Projects. 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. This solicitation is subject to Board policy FG and regulations thereunder.
Bidder shall take all reasonable steps in accordance with this solicitation to insure that local and disadvantaged enterprises have that maximum opportunity to participate in the resulting contract. No Bidder shall discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the Bidder shall make good faith efforts to select contractors, service providers, vendors, and suppliers from local and disadvantaged enterprises.

The Bidder must demonstrate a good faith effort to provide opportunity for local and MWBE, in part by providing as a part of its Statement of Qualifications the forms provided in this BID, which shall be completed in a manner sufficient to provide documentation of such good faith efforts. Those forms pertaining to development of local and disadvantaged enterprises include:

- LOCAL AND/OR MINORITY / WOMAN BUSINESS ENTERPRISE DEVELOPMENT INFORMATION (Form 2)
- LOCAL AND MWBE GOOD FAITH EFFORTS REQUIREMENTS (Form 3)
- LOCAL AND MWBE DEVELOPMENT DOCUMENTATION (Form 4)

Good faith efforts should include, but not be limited to, the following:

- Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities.
- Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.
- Communicate with the City of Savannah’s Office of Economic Development to identify available and qualified LMWBE firms.
- Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities.

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

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

1. **African American**: A person having origins in any of the Black racial groups of Africa;
2. **Hispanic American**: A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race.

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

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

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

**Savannah Entrepreneurial Center**  
801 E. Gwinnett Street  
Savannah, GA 31401  
(912) 652-3582 (Phone)

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

All Bidders must read and complete all required and/or applicable documents included in the Forms Section of the Instructions to Bidders.
17. Bid Requirement Forms:

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 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 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 for all firms providing service(s) to public entities. This form requires compliance regarding hiring and verification of employees.

Forms 1 through 10, 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.

18. **Contract Forms**: The contract forms, including the Payment and Performance Bonds (if applicable), shall be as set forth in the General Conditions, Section 17 – Forms.

**Attachments:**

(1) **Attachment “A”**
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB # C16-22

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

This __________ day of ______________________ 20 ______. By ________________________________

Name (printed)

Title

Signature

Company

Address (Street, City, State, Zip)

Phone No. __________ Fax No. __________

Federal Taxpayer I.D. No. __________ e-Verify No. __________

Contact Person for This Bid __________ Phone Number __________

Acknowledge Receipt of Addendum(s) __________ __________ __________ __________ __________ __________

Local and/or Minority/Woman Business Enterprise Development Information

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

☐ Local ☐ Woman

☐ African-American ☐ Hispanic

☐ Majority ☐ Non-Local

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

☐ City of Savannah, Dept. of Economic Development ☐ The Herald Legal Ad

☐ Received Request by Mail ☐ The Savannah Tribune Legal Ad

☐ Visiting the Purchasing Office ☐ Savannah News Press Legal Ad

☐ Other: __________________________

__________________________ / __________ / 20____

Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ______________________ DAY OF ______________________ 20____

__________________________ Notary Public; My Commission Expires:__________________________

FORM 1
SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM- PURCHASING DEPARTMENT
NO BID STATEMENT

In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

☐ Specifications- Restrictive, too “tight”, unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*
☐ Manufacturing- Unique item, production time for model has expired, etc.
☐ Bid Time- Insufficient time to properly respond to bid or proposal.
☐ Delivery Time- Specified delivery time cannot be met.
☐ Payment - Payment terms unacceptable. *(Please be specific)*
☐ Bonding - We are unable to meet bonding requirements.
☐ Insurance - We are unable to meet insurance requirements.
☐ Removal - Remove our firm from your bidders list for the particular commodity or service.
☐ Keep - Please keep our company on your bidders list for future reference.
☐ Project is:_____ Too Large _____/ Too Small _____/ Site or Location is Too Distant
☐ Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*

VENDOR STATEMENT:


CONSTRUCTION PROJECTS ONLY: Our Company is interested in this project as a:

☐ Prime Contractor  ☐ Sub-Contractor  ☐ Supplier/Distributor

Bid/RFP Number: ___________________________ Title: ___________________________

Signature/Title

Company Name

Telephone Number

SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT
Telephone (912) 395-5572 Fax (912) 201-7648

FORM 2
REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

2. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

3. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

4. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

5. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

6. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

7. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Date

in _____________________________, and _____________________________,

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

THIS THE _________ DAY OF ______________________, 201_____

SUBSCRIBED AND SWORN BEFORE ME ON

NOTARY REPUBLIC

My Commission Expires

FORM 4
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

______________________________, 201____

in __________________________, and __________________________

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE _______ DAY OF ______________________, 201____

________________________________________

NOTARY REPUBLIC

My Commission Expires

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

FORM 5
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Date

in ___________________________, and ___________________________, State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE __________ DAY OF ___________________________, 201

________________________________________
NOTARY REPUBLIC

My Commission Expires

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

FORM 6
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

5. List any contracts not completed on time.

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

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

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

I, ____________________________, of ____________________________,

Name of Individual Title & Authority Company Name

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

______________________________
Signature

State of _______________ County of _______________

Subscribed and sworn to before me on this __________ day of ____________________________ 20__
by representing him/herself to be of the company named herein.
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Joy Carpets Note Worthy Carpet School Specialty #1414293 10'9&quot; x 13'2&quot; 2-Ply thickness, nylon, rectangle, Polypropylene, Elementary</td>
<td>$</td>
<td>$</td>
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<td></td>
<td></td>
<td>Manufacturer _______________________  Part Number ______________________</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>4</td>
<td>Joy Carpets Read to Succeed Carpet School Specialty #1389403 7'8&quot; x 10'9&quot; oval</td>
<td>$</td>
<td>$</td>
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<td></td>
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<td>3</td>
<td>6</td>
<td>Korners for Kids Storage Unit, Mobile 8 compartment, 47 3/4&quot; W x 14 1/4&quot; D x 36&quot; H School Specialty #249351 Color - state colors available</td>
<td>$</td>
<td>$</td>
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<td></td>
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<td>Manufacturer _______________________  Part Number ______________________</td>
<td></td>
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<td>4</td>
<td>2</td>
<td>Allied Plastic T5 Adjustable Pedestal Table Trapezoid, 30&quot; W x 60&quot; D x 22 3/4&quot; - 3 1/4&quot; Color: Navy Blue</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manufacturer _______________________  Part Number ______________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>Classroom Select LockEdge Activity Table School Specialty #1362568 Adjustable height, 24&quot; x 60&quot; rectangle color: navy</td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td>Manufacturer _______________________  Part Number ______________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2</td>
<td>Balt Presentation Cart with 3 shelves School Specialty #679387 40 1/4&quot; x 18&quot; D x 30&quot; H, Steel Frame, Black, Teak, powder coated</td>
<td>$</td>
<td>$</td>
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<td></td>
<td></td>
<td>Manufacturer _______________________  Part Number ______________________</td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>4</td>
<td>Virco BCMCAST3678 Mobile Bookcase 4 adjustable, 1 fixed shelves 36&quot; W x 18&quot; D x 78 1/2&quot; H, metal with 5&quot; casters Color: state colors available</td>
<td>$</td>
<td>$</td>
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<td></td>
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<td>Manufacturer _______________________  Part Number ______________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>4</td>
<td>Virco BCMCAST3635 Mobile Bookcase 1 adjustable, 1 fixed shelf 36&quot; W x 18&quot; D x 36 1/2&quot; H, metal with 5&quot; casters Color: state colors available</td>
<td>$</td>
<td>$</td>
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<td>Manufacturer _______________________  Part Number ______________________</td>
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<td>Quantity</td>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>9</td>
<td>5</td>
<td>Flag, US Classroom, 24” x 36” cotton on wooden staff with gold spear tip</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Manufacturer: _________________</td>
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<td></td>
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<td>Part Number: _________________</td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td>6</td>
<td>Virco ECBEAN, Bean Bag Chair, Early Childhood Series, 107” circumference</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Color: 2 red, 2 yellow, 2 blue</td>
<td></td>
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<td>Manufacturer: _________________</td>
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<td>Part Number: _________________</td>
<td></td>
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<tr>
<td>11</td>
<td>2</td>
<td>Balt Lumina Podium with Locking casters 44 3/4” x 25” x 24” PVC,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>color: Cherry Top/Black Base</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Manufacturer: _________________</td>
<td></td>
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<td>Part Number: _________________</td>
<td></td>
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<tr>
<td>12</td>
<td>3</td>
<td>Virco HCOATRAK48 Coat Rack, 60” H x 48” W Hook Rails, 5 Triple Prong Hooks,</td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td>30 coats/backpacks capacity; 2 locking casters Color: sandstone</td>
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<td></td>
<td></td>
<td>Manufacturer: _________________</td>
<td></td>
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<td></td>
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<td>Part Number: _________________</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>25</td>
<td>Childcraft Mobile Book Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>School Specialty #272110</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>47 3/4” W x 14 1/2” D x 25 3/4” H Color: state colors available</td>
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<td></td>
<td>Manufacturer: _________________</td>
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<td></td>
<td></td>
<td>Part Number: _________________</td>
<td></td>
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<tr>
<td>14</td>
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<td>Promethean ACTIVTABLE 46 High definition LCD touch-sensitive display</td>
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<td></td>
<td></td>
<td>Manufacturer: _________________</td>
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<td></td>
<td>Part Number: _________________</td>
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</tr>
</tbody>
</table>

*Pricing should include inside delivery, installation and removal of all dunnage. Furniture to be delivered and installed to Savannah Chatham County Public School System – Gadsden Elementary School, 919 May Street, Savannah, Georgia 31415.

**Standard Payment Terms are: 2% 10 Net 40.**

In submitting this bid, I agree to the following:

- To hold my bid for a period of one hundred twenty (120) days
- To enter into and execute a contract, if awarded, on the basis of this bid
- To accomplish the work by the time listed in the specification section of this document

Company Name (Bidder): ________________________________________________

Name/Title of the Individual Submitting Bid: ______________________________

Signature: _____________________________________________________________

Address: ______________________________________________________________
ATTACHMENT “A”
SPECIFICATIONS
ITB # C16-22

Furniture for Gadsden Elementary School (ESPLOST)

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 furniture for the Savannah-Chatham County Public School System (SCCPSS) Gadsden Elementary School 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 “CONSENT 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 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 their bid the following forms, certifications, and licenses. Failure to do so may result in your bid being deemed as non-responsive.

A. Forms 1 through 7.
B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder will list the District as additional insured and as 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).
K. Equipment Operations Manual. (As applicable)

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 BASIS OF CONTRACT AWARD

6.1 The SCCPSS reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, or to accept portions of the bid from several bidders, or to reject all bids submitted or waive any minor irregularities or technicalities. The SCCPSS reserves the right to award the bid under the most beneficial economic terms for the SCCPSS.

6.2 The SCCPSS reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof. Award will be made in the best interest of the SCCPSS.

6.3 Award will be made to the lowest responsive and responsible bidder(s) meeting all specifications and requirements. These are the bidder(s) who submit the lowest price(s), whose bid(s) meets the specifications, terms, and conditions set forth in the Invitation For Bid, and who is clearly capable of delivering the product or services specified. The lowest responsible bidder(s) will not, therefore, always be the bidder(s) who have submitted the lowest monetary bid. Award of bids will be made in the best interest of SCCPSS.

6.4 The SCCPSS reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the SCCPSS is unable to negotiate an acceptable price, it reserves the right to rebid the item(s)/service(s) involved.

6.5 If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the SCCPSS.
6.6 The SCCPSS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the District.

6.7 Purchases by the SCCPSS are not subject to Federal Excise Tax or State and Local Sales Tax. Upon request, tax exemption certificates will be provided.

6.8 If awarded, consideration will be given to any previous performance for the Board as to the quality of service and with regard to the bidder's ability to perform.

7.0 CONTRACT CHANGES

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

8.0 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.

9.0 DESCRIPTION

The bidder will be required to provide the products and services requested herein. This procurement will result in a one-time contract. 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.

10.0 SPECIFICATIONS

Item #1
Joy Carpets Note Worthy Carpet
School Specialty #1414293
10’9” x 13’2” 2-Ply thickness, nylon, rectangle, Polypropylene, Elementary

Item #2
Joy Carpets Read to Succeed Carpet
School Specialty #1389403
7’8” x 10’9” oval

Item #3
Korners for Kids Storage Unit, Mobile
8 compartment, 47 ¾” W x 14 ¼” D x 36” H
School Specialty #249351
Solid hardwood rounded corners, heavy duty casters
Color – state colors available
Item #4
Allied Plastic T5 Adjustable Pedestal Table
Trapezoid, 30” W x 60” D x 22 ¼” – 3 ¼”
Color: Navy Blue

Item #5
Classroom Select LockEdge Activity Table
School Specialty #1362568
Adjustable height, 24” x 60” rectangle
color: navy

Item #6
Balt Presentation Cart with 3 shelves
School Specialty #679387
40 ¼” x 18” D x 30” H, Steel Frame, Black, Teak, powder coated

Item #7
Virco BCMCAST3678 Mobile Bookcase
4 adjustable shelves in ½” increments, 1 fixed shelf
36” W x 18” D x 78 ½” H, metal with 5” casters, Two locking casters
20-gauge Steel with powder-coat finish
Color: state colors available

Item #8
Virco BCMCAST3635 Mobile Bookcase
1 adjustable in ½” increments, 1 fixed shelf
36” W x 18” D x 36 ½” H, metal with 5” casters, Two locking casters
20-gauge Steel with powder-coat finish
Color: state colors available

Item #9
Flag, US Classroom, 24” x 36” cotton
on wooden staff (7/16” x 48”) with gold spear tip

Item #10
Virco ECBEAN, Bean Bag Chair,
Early Childhood Series, 107” circumference
Color: 2 red, 2 yellow, 2 blue

Item #11
Balt Lumina Podium with Locking casters
44 ¾” x 25” x 24” PVC,
Front access storage area of 2” – 4” x 18” x 14”, 3” locking casters
color: Cherry Top/Black Base

Item #12
Virco HCOATRAK48 Coat Rack, 60” H x 48” W
Hook Rails, 5 Triple Prong Hooks, 30 coats/backpacks capacity; 2 locking casters
Color: sandstone
Item #13
Childcraft Mobile Book Center
School Specialty #272110
47 3/4” W x 14 1/2” D x 25 3/4” H
Four top sections in the upper storage area measure 11 1/4” W x 13 1/8” D x 5” H
Bottom wells are approximately 11 1/8” W x 13 1/4” D x 4” H, Heavy duty casters.
Color: state colors available

Item #14
Promethean ACTIVTABLE 46
High definition LCD touch-sensitive display
Supports up to 6 students at a time. Includes extensive educational activities, images, reporting tools and is
designed for learners 4-11 years old. Comes with integrated speakers, cover and wheels.

11.0 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.

12.0 SAMPLES

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

13.0 DEMONSTRATION/TRAINING.

Successful bidder may be called upon to provide in-house training to Board personnel to demonstrate the most
cost effective use of their products. Demonstrations and training shall be provided by the successful bidder at
no cost to the district.

14.0 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 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.

15.0 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
for the Attention of the Purchasing Director prior to the 5:00 pm Wednesday, November 18, 2015. 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.

16.0 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.

17.0 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).

18.0 REQUEST FOR INTERPRETATION

Interested Bidders may contact the District to obtain clarification of the bid. 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.s ccpss.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.

19.0 PROTESTS

Any bidder/contractor 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.
20.0 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.

21.0 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.

22.0 PERFORMANCE PERIOD

This bid will establish a one-time contract to remain until all equipment is delivered and accepted by the District representative.

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

24.0 PRICING

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.

25.0 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 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.
26.0 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/Contractor shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid 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

27.0 QUANTITIES

The quantities given are estimates and 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.

28.0 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.
29.0 DISCONTINUATION OF COMMODITY, EQUIPMENT, OR TECHNOLOGY UPGRADES

In the event that configurations or models offered are discontinued or upgraded by the manufacturer, the Bidder shall recommend an equivalent replacement item from the same manufacturer at equal or lower pricing. Bidder shall advise SCCPSS' Purchasing Department and/or SCCPSS' Human Resources Division of any anticipated discontinuation along with a recommended replacement. The Bidder shall advise SCCPSS of any anticipated discontinuation or upgrades with thirty (30) days advance notice. New replacement of commodity, equipment, or technology upgrade shall be provided to the Purchasing Division for testing and evaluation. SCCPSS reserves the right to accept or reject the replacement item.

30.0 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.

31.0 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 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.

32.0 SUBSTANTIAL AND COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the services or construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the services or facilities (or the designated portion thereof and approved by Owner) for the use for which it is intended.

All Work other than incidental corrective and incidental punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if services and utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes.

The date Substantial Completion is achieved shall be established in writing by Owner. Bidder may request an early date of Substantial Completion which must be approved by Change Order. Owner’s occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

33.0 LIQUIDATED DAMAGES

The District will reduce the Bidder’s invoice in the amount of $100.00/PER DAY for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Bidder’s invoice for failure to provide the services as specified to include late performance. The District and Bidder agree that this amount is in the nature of liquidated damages and not a penalty. The Parties agree that the damages for delay are difficult to estimate and that $100.00/Per Day is a reasonable pre-estimate of the Parties’ actual damages.

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.

34.0 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.

35.0 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.

36.0 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.

37.0 MINIMUM BIDDER QUALIFICATIONS

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.

38.0 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.

39.0 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.

40.0 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.

41.0 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.

43.0 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 it's' 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.

44.0 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 (SCCPSS) solely from
appropriations received by the Savannah-Chatham County Public School System. In the event such
appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be
insufficient with respect to the charges payable hereunder, this agreement shall terminate without further
obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the
Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof. A termination for this
provision will be treated as a termination for convenience.

45.0 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
"Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including
attorneys’ fees, made by a third party or parties, for any loss due to bodily injury (including death), personal
injury, and property damage to the extent arising out of or resulting from the performance of any contract
awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees
or others working at the direction of the Contractor or on its behalf, or due to any breach of this Contract by the
Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation.
This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation
will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by
law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to
claims for loses or injuries or damages caused solely by the negligence of the Indemnitees.

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

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

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

46.0 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 thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

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

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

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

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

Upon notification of award the successful bidder will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. 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.

### 47.0 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.

### 48.0 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.

### 49.0 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.
50.0 CONTROLLING LAW AND VENUE

This Contract and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia. Any claim or controversy arising out of or relating to this Agreement or any breach thereof shall be brought, maintained and pursued only in a state court of competent subject matter jurisdiction located in Georgia’s Eastern Judicial Circuit in and for Chatham County, Georgia. The Parties hereby agree in advance to consent to personal jurisdiction in any state court of competent subject matter jurisdiction in Chatham County, Georgia, and agree in advance to waive the defense of personal jurisdiction in any action arising out of or relating to this Agreement or any breach thereof that is brought in Chatham County, Georgia. The Parties further agree that any state court of competent subject matter jurisdiction in Chatham County, Georgia, will be a proper venue for any action arising out of or relating to this Agreement or any breach thereof and agree in advance to waive the defense of improper venue in any such suit.

51.0 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.

52.0 SCHEDULING OF WORK

All work will be scheduled with the District’s Contract Representative, Ramon Ray, or their 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.

53.0 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 or proposal. Site visitations can be arranged (by appointment only) by contacting Joan Carter, Savannah-Chatham County Public School System at (912) 395-5572.

54.0 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.

55.0 EFFECT OF LATER DETERMINATION

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 57.0 and without any other damages or relief.
56.0 TERMINATION

The District will have the right to terminate any Contract resulting from this solicitation for convenience or for cause as provided in the Form Agreement.
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.


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

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

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

5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder’s insurance policy for the duration of this contract.
ATTACHMENT “C”
LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Public Education (“owner”) that LMWBE’s shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

The following completed documents are to be submitted with all bids:
1. Proposed schedule of LMWBE participation (Exhibit #1)
2. Documentation of Good Faith Efforts (Exhibit #2)

The following completed documents are to be submitted with all bids if applicable:
1. Joint Venture disclosure requirement form (Exhibit #3)

The successful bidder will be required to submit in duplicate and one copy submitted with contractor’s request for monthly and final payments and the second copy directly to the cooperative minority and women business development program.
1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

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

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

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

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

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

Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401

Phone: (912) 652-3582

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Bidders or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this ITB.
ATTACHMENT “C” – Exhibit #1
PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: ____________________________  BID #: C16-22

PROJECT TITLE: ____________________________  TOTAL BID AMOUNT: $ __________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>SUBCONTRACT VALUE</th>
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AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _____%  $ __________________

WOMEN PARTICIPATION TOTAL VALUE:  _____%  $ __________________

OTHER MINORITY PARTICIPATION TOTAL VALUE:  _____%  $ __________________

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

_____________________________________
Signature

Title

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

_____________________________________
Date

_____________________________________
Signature

Title

NOTE: The School District’s Program Management Firm is available to identify qualified LMWBE’s. Please contact the Office at (912) 236-1766.
Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

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

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<tr>
<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
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NAME OF BIDDER/PROPOSER: ________________________________  BID #: C16-22
ATTACHMENT “C” – Exhibit #4
LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: ________________________________ BID #: C16-22

PROJECT TITLE: __________________________________________________________

DATE: __________________________ PROJECT LOCATION: __________________________

CONTRACT AMOUNT: $ __________________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>MONTHLY PAYMENTS</th>
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CUMULATIVE LMWBE MONTHLY REPORT: $ __________________________

PERCENTAGE OF TOTAL CONTRACT: ________ %

PERCENTAGE OF OVERALL CONTRACT COMPLETION: ________ %

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

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

Date: ____________________ Signature: ______________________________ Title: __________________________

NOTES:

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

2. This report must be completed in duplicate and one copy submitted with CONTRACTOR’S REQUEST FOR MONTHLY AND FINAL PAYMENTS and the second copy directly to the district’s program management firm.