Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for HVAC Inspection, Preventative Maintenance, and Repair Services (Annual Contract). All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to 04/10/2014 11:00:00 AM at which time they will be publicly opened and examined. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development Information (LMWBE) document found in this packet marked “No Bid”. All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor’s name will not be removed from the subject commodity/service list. Late bids will not be considered.

All bidders are encouraged to attend a pre-bid conference on Wednesday, 03/19/2014 at 11:00:00 AM in 208 Bull Street, Room 103, Savannah, GA 31401.

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

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

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

If you have any questions concerning this bid, please submit them in writing to 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
Purchasing Director
INVITATION TO BID #14-77

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for HVAC Inspection, Preventative Maintenance, and Repair Services (Annual Contract) as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. Pricing

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

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

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

B. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

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

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

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

C. General Specifications/Scope of Work

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

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

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

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

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

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

D. Discontinuation of Equipment

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

E. Submittal of Objections

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

F. ITB Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn.: Joan Carter, CPPB  
Buyer  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, 03/21/2014 05:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the close of business on 03/25/2014 05:00:00 PM.

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

G. Failure to Bid

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

H. Errors in Bids

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

I. Standards of Acceptance of Bid Proposal for Contract Award

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

J. Compliance With Laws

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

K. Indemnity Provisions

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

L. **Cancellation/Default of Contract**

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

M. **Certification of Independent Price Determination**

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

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

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

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

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

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

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

O. **"Responsive" Bidder Criteria**

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

P. **Qualification of Bidder**

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

Q. **Bid Clarification**

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

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

S. Award of Contract

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

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

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

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

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

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

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

T. Vendor Performance

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

U. Signed Bid Considered Offer

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

II. Bid Submittal Instructions

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

A. Completion of Certification Form and LMWBE Program Information
Form

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

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

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

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

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

B. Completion of Bid Submittal Form

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

C. Bid Preparation and Submittal

All bids shall be:

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

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

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

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

* Bids submitted by facsimile transmission will not be accepted.

* Considered an irrevocable offer for a period of sixty (60) days from the date of public bid opening.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid proposal constitutes an offer and may not be withdrawn except as provided herein.

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

The bidder agrees that the Board shall have the right to place purchase orders referencing 14-77 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

A. Pricing

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

OR

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

B. Performance Bonds

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

C. Samples/Demonstrations

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

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

D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 12 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.
BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB # 14-77

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

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

This ______ day of ______, 20____ By __________________________

________________________________________________________
Name (printed)

________________________________________________________
Title

________________________________________________________
Signature

Company

________________________________________________________
Address (Street, City, State, Zip)

________________________________________________________
Phone No.

________________________________________________________
Fax No.

________________________________________________________
Federal Taxpayer I.D. No.

e-Verify No.

________________________________________________________
Contact Person for This Bid

________________________________________________________
Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: __________________________________________
   Contact Person: ____________________________________________
   Phone Number: ___________ Fax Number: ________________

2. Company Name: __________________________________________
   Contact Person: ____________________________________________
   Phone Number: ___________ Fax Number: ________________

3. Company Name: __________________________________________
   Contact Person: ____________________________________________
   Phone Number: ___________ Fax Number: ________________

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

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

OFFEROR: ___________________________ Bid # ____________

Please check ownership status as applicable:

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

_________________________________________ Authorized Signature ____________

Name, Title ___________________________________________________________________

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

_________________________________________ Notary Public; My Commission Expires:_________________

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

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

03/10/2014, 04:15:00 PM
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

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

Federal Work Authorization User Identification Number ____________________________

Date of Authorization ____________________________

Name of Contractor Name of Project ____________________________

Name of Public Employer ____________________________

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on __________, 201_

in ________(city), and ____ (state).

Signature of Authorized Officer or Agent ____________________________

Printed Name and Title of Authorized Officer or Agent ____________________________

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

NOTARY PUBLIC ____________________________

My Commission Expires: ____________________________
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ---_______ DAY OF ________________________, 201__

NOTARY PUBLIC

My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUBCONSULTANT/SUPPLIERS
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on ___.___.201___ in __________(city), __________(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ___.___. DAY OF ____________, 201__.

____________________________
My Commission Expires:

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

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

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

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

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

5. List any contracts not completed on time.

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

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

I, ___________________________________________

Name of Individual Title & Authority

Of ___________________________________________

Company Name

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

_________________________________________

Signature

State of _______________________________________

County of _______________________________________

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

ITB #14-77

I. ANNUAL INSPECTION & MAINTENANCE SERVICES:

<table>
<thead>
<tr>
<th>Site</th>
<th>Annual Inspection &amp; Maintenance Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartlett Middle School</td>
<td>/Year*</td>
</tr>
<tr>
<td>Southwest Elementary School</td>
<td>/Year*</td>
</tr>
<tr>
<td>Myers Middle School</td>
<td>/Year*</td>
</tr>
<tr>
<td>Jenkins High School</td>
<td>/Year*</td>
</tr>
<tr>
<td>Shuman Elementary School</td>
<td>/Year*</td>
</tr>
<tr>
<td>Mercer Middle School</td>
<td>/Year*</td>
</tr>
<tr>
<td>West Chatham Elementary School</td>
<td>/Year*</td>
</tr>
<tr>
<td>Groves High School</td>
<td>/Year*</td>
</tr>
</tbody>
</table>

* "All inclusive" lump sum price for all labor, supplies, equipment, travel time, per diem, insurance, licensing, fuel surcharges, etc. for annual inspection and preventive maintenance services

II. LABOR RATES FOR "AS NEEDED" REPAIR, INSTALLATION AND MAINTENANCE SERVICES:

<table>
<thead>
<tr>
<th>Role (normal business hours: Mon-Fri)</th>
<th>/Hour*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technician (evenings/weekends/holidays)</td>
<td>/Hour*</td>
</tr>
<tr>
<td>Apprentice/Helper (normal business hours: Mon-Fri)</td>
<td>/Hour*</td>
</tr>
<tr>
<td>Apprentice/Helper (evenings/weekends/holidays)</td>
<td>/Hour*</td>
</tr>
</tbody>
</table>

% Mark-up on Materials

* "All inclusive" labor rates for all labor, supplies, equipment, standard warranty, maintenance during warranty period, travel time, per diem, insurance, licensing, fuel surcharges, etc. for the "As Needed" repair, installation and maintenance services which are not considered in the Scope of Services above (Section I.) for Annual Inspection and Preventive Maintenance Services. Contractor must submit an itemized parts list, invoice, sales receipt or supplier receipt for all new materials, parts and or equipment provided under a resulting contract.

Response time for Emergency Calls and Call Backs: ________ /Hours

Company Name: _____________________________________________

Representative/Title: ________________________________________

Signature: _________________________________________________

Address: __________________________________________________

Phone: __________________ Fax: _____________________________

Email: ____________________________________________________

SCCPSS Standard Payment Terms: 2% Net 40 Y_ N_ Other:________

03/10/2014, 04:15:00 PM
ATTACHMENT "A"

SPECIFICATIONS

ITB #14-77

HVAC Inspection, Preventative Maintenance, and Repair Services (Annual Contract)

1.0 GENERAL INTENT
The purpose of this solicitation is to establish specifications and solicit bids for an annual contract for chiller inspection and preventive maintenance services and to establish fixed hourly rate pricing for HVAC installation, maintenance and repair services. The successful bidder will be responsible for conducting preventive maintenance and inspections on approximately fifteen (15) chillers and will provide upon request, on an “as needed” basis, HVAC Installation, Maintenance and Repair Services for various schools and facilities for the Savannah Chatham County Public School System, herein after referred to as the “BOARD”.

2.0 CONE OF SILENCE
From the issue date of this Invitation for Bid until completion of the entire solicitation process and announcement of award notification, all supplier communication must be authorized by the Purchasing Department including but not limited to communications with school system employees and/or contracted agents related to this Invitation for Bid. Violation of this provision may result in rejection of the supplier’s response.

3.0 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.

4.0 PERFORMANCE PERIOD:
This bid will establish a contract to be in effect for a period of one (1) year, to become effective the date of contract award. The “Board” reserves the right to renew the contract for two (2) additional one year terms provided that all prices, terms and conditions remain unchanged and both parties agree to each contract renewal. Prices submitted in bid shall remain firm for the entire one-year initial contract period.

5.0 BID ACCEPTANCE PERIOD
A one hundred twenty (120) day period from the bid closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed within this time. If the Board envisions that the process will not be completed by the end of the one hundred twenty (120) day period, the Board will request a time extension. In the event that no extension is requested, the solicitation shall be deemed cancelled.

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

7.0 PRICING
Bidders shall submit pricing as outlined on the bid submittal form. Price must include a standard manufacturer warranty all applicable freight charges F.O.B. Destination. The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.
All Bid prices will be “all inclusive” and will include all labor, supplies, equipment, travel time, per diem, insurance, licensing, standard manufacturer warranty on new parts and equipment (for a minimum period of 1 year), taxes, and all applicable freight charges. Bid prices will be based on the following:

I.) An “all inclusive” unit price for an annual inspection and preventive maintenance services on the equipment located at the sites identified below and

II.) “All inclusive” labor rates for a Licensed Technician and Helper, during normal business hours, Monday through Friday, and for Evening/Weekend/Holidays, for the “as needed” repair, installation and maintenance services that are not included in and/or considered as part of the Scope of Work requirements for annual inspection and preventive maintenance services.

Contractor must submit an itemized parts list; invoice, sales receipt or supplier invoice for all parts.

Annual Inspection and Preventive Maintenance Services will be conducted on the following chillers:

<table>
<thead>
<tr>
<th>School/Location</th>
<th>Qty</th>
<th>Manufacturer/Type</th>
<th>Chiller Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartlett Middle School</td>
<td>1</td>
<td>York Air Cooled</td>
<td>95 Ton</td>
</tr>
<tr>
<td>207 Montgomery Crossroads</td>
<td>1</td>
<td>York Air Cooled</td>
<td>195 Ton</td>
</tr>
<tr>
<td>Southwest Elementary School</td>
<td>1</td>
<td>Trane 1500 Gal Air Cooled</td>
<td>115 Ton</td>
</tr>
<tr>
<td>6020 Ogeechee Road</td>
<td>1</td>
<td>Trane 1400 Gal Air Cooled</td>
<td>115 Ton</td>
</tr>
<tr>
<td>Myers Middle School</td>
<td>2</td>
<td>McQuay 1750 Gal Air Cooled</td>
<td>155 Ton</td>
</tr>
<tr>
<td>2025 East 52nd Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jenkins High School</td>
<td>1</td>
<td>York 1300 Gal Air Cooled</td>
<td>50 Ton</td>
</tr>
<tr>
<td>1800 DeRenne Avenue</td>
<td>1</td>
<td>York 1300 Gal Air Cooled</td>
<td>200 Ton</td>
</tr>
<tr>
<td>Shuman Elementary School</td>
<td>2</td>
<td>Trane</td>
<td>80 Ton</td>
</tr>
<tr>
<td>415 Goebel Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mercer Middle School</td>
<td>2</td>
<td>Carrier 1600 Gal Air Cooled</td>
<td>100 Ton</td>
</tr>
<tr>
<td>201 Romnell Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Chatham Elementary School</td>
<td>2</td>
<td>Trane 1500 Gal Air Cooled</td>
<td>115 Ton</td>
</tr>
<tr>
<td>820 Pine Barren Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groves High School</td>
<td>1</td>
<td>Carrier 850 Gal Air Cooled</td>
<td>150 Ton</td>
</tr>
<tr>
<td>100 Wheathill Road</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8.0 ADDITION OF AND DELETION OF EQUIPMENT AND/OR SITES

The District reserves the right to add or delete any inspection and preventive maintenance service requirements during the term of the contract. Any site, equipment additions, and/or additional inspections will be negotiated with the successful bidder and is contingent upon the acceptance by parties. All additions and deletions will in the form of a written change order to the contract. The District also reserves the right to accept and/or reject any annual inspection and preventive maintenance quote and/or repair, installation or maintenance service quote provided by the successful bidder and to obtain competitive sealed bids and/or quotes for any requirement when it is deemed in its best interest to do so.

9.0 WARRANTY

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of **at least 12 months** from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, any faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

10.0 TAXES

Supplier will timely pay all taxes lawfully imposed upon Supplier with respect to this Contract. Supplier makes no representation whatsoever regarding any tax liability of Supplier, nor regarding any exemption from tax liability related to this Contract.
11.0 BASIS OF AWARD
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, should he be awarded the bid. The Board reserves the right to accept that bid which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest bid. The Board also reserves the right to split the award if in the best interest of the Board.

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

13.0 INSURANCE
Bidders shall submit proof of insurance as listed in Attachment "B" with their bid submittal. 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.

14.0 OCCUPATIONAL SAFETY AND HEALTH ACTS
Contractor(s) who perform any work under this bid shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and all regulations pursuant in the act.

15.0 COMPLIANCE WITH LAWS
Contractor will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all 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.
All work shall be quality work performed in a professional manner and in accordance with all State and Local codes and requirements, as well as the standards of the following agencies, whichever is more stringent:

A. Building Officials and Code Administrators (BOCA)
B. American National Standards Institute (ANSI)
C. American Society of Testing Materials (ASTM)
D. Sheet Metal & Air Conditioning Contractors National Association (SMACNA)
E. National Electrical Code
F. City of Savannah and County of Chatham Codes

16.0 SITE VISITATIONS
Bidder is encouraged to familiarize himself with the job sites and all aspects of the scope of work requirements prior to submitting a bid. A pre-bid conference will be conducted at 11:00 A.M. on March 19, 2014 at the SCCPSS Central Office, located at 208 Bull Street, Savannah, Georgia 31401 in Room 103.

Although attendance is not mandatory, bidders are strongly encouraged to attend.

Site visitations to the other school sites may be scheduled by contacting the Board's representative for this project, Mr. Carey Stark, Director, Maintenance and Operations at (912) 201-5563. Please Note: The official view of the District is that which is provided to all interested bidders “in writing” in the form of a written addendum that is issued by the Purchasing Department. Due to school operational, scheduling and security requirements, additional site visits must be arranged in advance through Board's Representative and/or his designee.

17.0 MINIMUM QUALIFICATIONS
A. The Contractor must be bonded, registered and licensed within the State of Georgia.
B. All personnel used in conjunction with the resulting contract shall be fully trained and qualified to perform the work.
C. Contractor's service technicians who will have the responsibility of providing the services requested must have a minimum of three (3) years verifiable experience with the types of equipment, manufacturers, and HVAC services described herein.
D. Bidder must submit a breakdown of shop personnel indicating the classification of each that will be providing services under a resulting contract.
E. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within the Southeast Region of the State of Georgia, that the Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein.
F. The Contractor must be qualified and familiar with all types of mechanical systems and must have demonstrated a past history of responsiveness, technical expertise and professionalism.
G. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent Mechanical Codes. Service provider will be subject to comply with any future local, State, or Federal Mechanical codes.

18.0 DAMAGE
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.

19.0 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.

20.0 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.

21.0 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.

22.0 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 Board property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

22.1 The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the Board prior to entering Board property to supply services. Bidder will submit with bid response a list of all employees, including back-up personnel that will be providing services under a resulting contract.

22.2 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 picture ID that is issued by the State of Georgia. Service technician(s) will present ID to Board Staff upon request. This provision will be strictly enforced.
22.3 The use of tobacco or tobacco products on Board property is not allowed.

22.4 The Contractor will not be permitted to utilize Day Labor or Temporary Workers to supply services at any Board 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.

22.5 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.

22.6 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.

22.7 Possession of firearms will not be tolerated on Board property; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation. No person who has a firearm in their vehicle will be permitted to park on Board property.

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

23.0 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.

24.0 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).

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

Due to the large number of vendors listed in certain categories of the SCCPSS vendor’s list, not all vendors will necessarily be sent a notice each time an Invitation to Bid is issued. The onus rests on the vendor to view the SCCPSS website, **www.sccpss.com**, frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; **www.sccpss.com**, click on **"District>Finance>Purchasing>Bids & RFPs", click on Bids and RFPs**, click **Bid** and search for description of current solicitation and number.

26.0 CONTROLLING LAW AND VENUE
The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia,
and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

27.0 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.

28.0 TERMINATION FOR CAUSE/DEFAULT
In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, SCCPSS, after due oral or written notice, may procure them from other sources and hold the successful bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which SCCPSS may have. Specifically, if, through any cause, the successful bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the successful bidder violates any of the covenants, agreements, or stipulations of this contract, SCCPSS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the successful bidder shall not be relieved of liability to SCCPSS for damages sustained by SCCPSS by virtue of any breach of contract by the successful bidder. SCCPSS may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to SCCPSS from the vendor is determined.

29.0 TERMINATION FOR CONVENIENCE
SCCPSS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of SCCPSS. Any such termination shall be effected by delivery to the successful bidder, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the bidder must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the bidder of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed service.

30.0 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.

31.0 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 digits numbers. All forms must be notarized and all affidavits are subject to open records.

32.0 DISTRICT REPRESENTATIVE:
The Board has selected Mr. Carey Stark, P.E., Director, Maintenance & Operations as its contract representative. After award, supervision of the contract will be performed by the contract representative and/or his designee.

33.0 SCOPE OF SERVICES
The successful bidder, herein after referred to as the “CONTRACTOR” will be required to provide all equipment, labor and materials required to perform the Scope of Service requirements stated herein. All equipment, parts and materials provided under a resulting contract will be “new”. The successful Contractor will be required to provide the services as outlined in this document and will adhere to all provisions which include insurance and licensing requirements.

33.1 ANNUAL SERVICE
All equipment serviced under this contract shall be maintained as originally specified, designed, manufactured and installed. All replacement parts, materials, supplies and equipment shall be the manufacturers' parts for the particular machine. All material furnished by the contractor shall be new and of such quality and size to assure that complete repairs fulfill the intended requirements of the existing equipment design and performance. All repair, maintenance and inspections shall be done under the supervision of a Technician trained and certified for work on one of the following national brands of HVAC Chiller equipment: Carrier, Trane, York, Frick, or Florida Heat Pump. The contractor must furnish all plant labor, material, equipment and management necessary for the maintenance and inspection of all repairs, major and minor, to keep equipment in the condition that it may be utilized at its original capacity for its intended use for the SCCPSS.

After each scheduled inspection, service call or major repair overhaul, the contractor shall furnish a complete written report describing the work performed. This report shall include log readings, clearances, fits and all recorded data. The contractor shall furnish to the Owner a routine preventive maintenance program which incorporates the recommendation of the equipment manufacturers and the standard practices of the industry.

33.2 ANNUAL INSPECTION REQUIREMENTS (as applicable)
Successful Contractor will perform the following during each annual inspection:

1. Close condenser and evaporator cut off valves, drain, remove heads, as necessary, and brush tubes; any problems with tubes such as scaling or debris in the tubes will be brought to the attention of the Owner.
2. Drain old compressor oil change and re-charge to proper level in oil sump using Factory Specified Oil.
3. Furnish and install oil filters with "O" rings.
4. Furnish and install oil education filter driers.
5. Drain solid state starter coolant circuit; furnish and install new solid state starter fluid in all starters.
6. Clean heat exchanger serving solid state starters and inspect interconnecting hoses for wear.
7. Check Chillers and all piping for refrigerant leaks; report any to the Owner.
8. Check electrical connections, clean and tighten as necessary.
9. Meggar compressor driver motor and report any discrepancies from normal range to the Owner.
10. Lubricate compressor drive motor.
11. Inspect compressor drive coupling.
12. Calibrate all safety and operating controls.
13. Check all electrical connections. Tighten as necessary.
14. Check condenser coils for debris and clean coil with proper coil cleaner approved by the equipment manufacturer.
15. Check all refrigerant joints and valves for refrigerant leaks.
16. Check moisture indicating sight glass for possible refrigerant loss and presences of moisture
17. Check comp oil filter pressure drops (internal and or external), replace filter as necessary
18. Check chilled water flow switch operation
19. Check accuracy of all transducers for each circuit, report if out of spec
20. Check accuracy of all thermistors, report if greater than ± 2° F variance from calibrated thermometer.
21. Check all motor starter and contactor contacts for wear and pitting
22. Obtain and test an oil sample, change as necessary
23. Check to be sure that the proper concentration of antifreeze is present in the chilled water loop
24. Check to be sure that the proper amount of inhibitor is present in the chilled water loop
25. Check all refrigerant strainers and filters driers for pressure drops, report any discrepancies
26. Check chilled water pump motor, pump seal and coupler for proper operation
27. Check chilled water strainers, clean as necessary
28. Check cooler heater operation
29. Check condenser fan operation and fan blades to insure they are securely fastened to the motor shaft and their condition
30. Check and calibrate all safety and operating controls
31. Check condenser water pump motor, pump seal and coupler for proper operation (water cooled chillers)
32. Check condenser water strainers, clean as necessary
33. Check condenser water regulating valve operation, if equipped
34. Lubricate all motors and fan shaft bearings, if applicable
35. Log operating conditions after system has stabilized
36. Verify proper operation of system

Successful Contractor will provide to the District a written operating log reading for each chiller that will include at a minimum but is not limited to:

1. Comp volts and amps – rated and actual
2. Comp meg ohm
3. Suction pressure
4. Discharge pressure
5. Superheat
6. Subcooling
7. Evap inlet temp
8. Evap outlet temp
9. Evap inlet (psig)
10. Evap outlet (psig)
11. Evap approach temp
12. Cond inlet temp
13. Cond outlet temp
14. Cond inlet (psig)
15. Cond outlet (psig)
16. Cond approach temp
17. Cond fan volts and amps- rated and actual
18. LP press cut-out
19. High press cut-out
20. Oil press cut-out
21. Low water temp cut-out
22. Supply temp setpoint
23. Entering and Leaving chilled water temp
24. Entering condenser water temp
25. Leaving condenser water temp
26. Evap water pressure drop
27. Cond water pressure drop
28. Exv position %
All work will be scheduled with the District during normal working hours. Work will be scheduled by contacting the Director of Maintenance and/or his designee.

33.3 INSTALLATION AND REPAIR MAINTENANCE
Contractor to provide all necessary labor, parts, and materials for installations, replacements, service inspections, major maintenance repairs, and emergency calls for the HVAC equipment and their respective components at any schools and other Board buildings as directed by the SCCPSS Maintenance Director through Purchase Orders. The contractor is responsible for complete installations and repairs, major and minor, for any deficiencies in the equipment during the contract period, as directed by Purchase Orders. Overtime work (i.e. after normal business hours or on weekend) must be approved prior to the commencement of any services and shall be listed as a separate hourly rate on the bid sheet.

After each scheduled inspection, service call or major repair overhaul, the contractor shall furnish a complete written report describing the work performed. This report shall include log readings, clearances, fits and all recorded data. The contractor shall incorporate routine preventive maintenance practices in accordance with the recommendation of the equipment manufacturers and the standard practices of the industry.

34.0 SERVICE HOURS/WORK SCHEDULE
All Non-Emergency, Maintenance or Repair work will be scheduled within 48 hours and will be arranged with the District’s contract representative and/or his designee. All work will be performed during regular working hours, Monday through Friday, except for emergency repairs. Contractor will respond to all emergency calls within two (2) hours.

35.0 INVOICES
Copies of all invoices, along with required acceptance documents and required reports, will be submitted to:

Mr. Carey Stark, P.E., Director, Maintenance and Operations
2219 Gamble Road, Savannah, GA 31405
(912) 201-5494 (Fax)
carey.stark@sccpss.com (Email)

Original Invoices shall be mailed to:

Savannah/Chatham County Public School System
Attn: Accounts Payable
208 Bull Street, Room 119
Savannah, GA  31401

03/10/2014, 04:15:00 PM
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 minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE's have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled "Good Faith Efforts" to select contractors, vendors, and suppliers from certified LMWBEs.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

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

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

4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.
The School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

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

Carla Byrd, Director
Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)
email: cbyrd@savannahga.gov

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

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: ______________________ BID NO.: ______________

PROJECT TITLE: ______________________ TOTAL BID AMOUNT: $________

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

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _____ % $____________

WOMEN PARTICIPATION TOTAL VALUE: _____ % $____________

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % $____________

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

Signature: _______________________________________

Title: _______________________________________

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

Date: ________________________________

Signature: _______________________________________

Title: _______________________________________

Note: The School District’s Program Management Firm is available to identify qualified LMWBE’s. Please contact the Office at (912) 236-1766.

LMWBE FORM 1  BID#14-77
### ATTACHMENT C - EXHIBIT #2

#### GOOD FAITH EFFORTS REQUIREMENTS

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Response Options</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE’s of subcontracting opportunities.</td>
<td>Yes or No</td>
<td>If no, please explain:</td>
</tr>
<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Communicating with the School District’s Program Management Firm to identify available qualified LMWBEs.</td>
<td>Yes or No</td>
<td>If no, which agencies were used to identify potential LMWBE Subcontractors?</td>
</tr>
<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td>Please explain efforts:</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C - EXHIBIT #3

JOINT-VENTURE DISCLOSURE STATEMENT

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

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

LMWBE FORM 2 & 3 BID #14-77
**ATTACHMENT C - Exhibit #4**

**LMWBE MONTHLY REPORT**

**NAME OF CONTRACTOR/CONSULTANT:** 

**BID NO:** 

**PROJECT TITLE:** 

**DATE:** 

**PROJECT LOCATION:** 

**CONTRACT AMOUNT:** $ 

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

**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 Form 1, including an accounting for any changes in LMWBE firms employed.

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

LMWBE FORM 4 BID #14-77