

<b>REQUEST FOR QUOTATION</b> <b>M#19530</b> <b>New Hampstead HS Electric Window Shades</b>	Savannah-Chatham Board of Education 208 Bull Street - Savannah, GA 31401
Vendor Name: Attn: Phone: Fax #: Email:	<b>RETURN VIA FAX TO:</b> <b>Katrina L. Hagan, Purchasing Agent</b> <b>Savannah-Chatham Co. Board of</b> <b>Education</b> <b>(912) 395-5572 (PHONE)</b> <b>(912) 201-7648 (FAX)</b> <b>katrina.hagan@sccpss.com</b>
<b>ORDER PLACED BY: Human Resources and Maintenance &amp; Operation</b>	<b>DELIVERY ON OR BEFORE: See Scope of Work</b>
<b>TERMS: 2% 10, NET 40 days</b>	<b>FAX, Mail, or Email QUOTE RESPONSE to be received by: 11:00 AM, November 8, 2018</b>

**A. SCOPE OF WORK**

Contractor will supply all supplies, parts, equipment, and labor necessary to provide a turnkey product for the install of electric window shades at New Hampstead High School.

- Supplier will need to supply eleven (11) window shades that will roll up and down by an electric motor.
  - Six (6) shades at 12' long and 10' wide
  - Five (5) shades at 12' long and 2' wide
- The electric motor for each window shade will be controlled by a main controller.
- The supplier will supply all controls that allow for each window shade to be controlled separately or all together from the main controller.
- The window shade and electric motor will be attached to the window frame.
- The window shade mounting height should be 48".
- The vendor shall provide color chart to the District for window shade color selection.
- All window shades will be wired back to the Main Controller, which will be located to the left of motorized shades.
- The Main Controller should be installed in a manner that takes the controller's dimensions and the aesthetics of the install into consideration.
- The supplier will install all the electric motors and window shades.

**B. *There will be a Mandatory Pre-Quote Meeting and site visit scheduled for Wednesday, October 31, 2018 at 9:00 AM at New Hampstead High School located at 2451 Little Neck Road, Bloomingdale, GA 31302. Vendors will meet at the front of the school. Attendance at the Pre-Quote Meeting and site visit is Mandatory. Quotes will not be accepted from any vendor not attending the Mandatory Pre-Quote Meeting and site visit.***

**C. 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: Sabrina L. Scales, Purchasing Director  
208 Bull Street, Room 213  
Savannah, GA 31401  
FAX No.: (912) 201-7648

Any interpretation of documents shall be made by addenda to the ITB. Copy of such addenda will be 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, **5:00 PM on Thursday, November 1, 2018**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the seventy-two (72) hours prior to the date and time set for opening bids. All addenda issued against this project will be posted to the District's website.

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.

**D. REQUEST FOR APPROVAL OF SUBSTITUTE PRODUCT/SERVICE**

All requests for approval of substitution of goods or service 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 goods or service substitution must be submitted to the Attention of the Purchasing Director prior to the 5:00 PM Thursday, November 1, 2018. 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.**

**E. REQUIRED SUBMITTALS**

1. Contractor Affidavit Form (E-Verify)
2. Sub-contractor Affidavit Form (If Applies)
3. Current Business License
4. Certificate of Insurance
5. W-9 Form

LUMP SUM FEE PROPOSAL	\$

Acknowledge Receipt of Addendum(s) # \_ # \_ # \_ # \_ # \_ # \_

COMMENTS: PRICING MUST INCLUDE ALL COST TO INCLUDE F.O.B. **DELIVERED PRICES.**  
**SCCPSS IS EXEMPT FROM STATE OF GEORGIA- SALES AND USE TAX – A certificate will be supplied to the successful Contractor.**

**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.

- |   |  |
|---|--|
| <input type="checkbox"/> Local            | <input type="checkbox"/> Woman           |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Hispanic        |
| <input type="checkbox"/> Asian            | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Majority         | <input type="checkbox"/> Non-Local       |

Name of Firm Submitting Bid \_\_\_\_\_

Name of Person Submitting Bid: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public; My Commission Expires: \_\_\_\_\_

**M19530 – New Hampstead HS Electric Window Shades**

**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: \_\_\_\_\_

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

New Hampstead HS Electric Window Project

\_\_\_\_\_  
*Name of Project*

\_\_\_\_\_  
*Name of Public Employer*

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

\_\_\_\_\_, 201\_\_\_\_\_  
*Date*

in \_\_\_\_\_, and \_\_\_\_\_  
*City State*

\_\_\_\_\_  
*Signature of Authorized Officer or Agent*

\_\_\_\_\_  
*Printed Name and Title of Authorized Officer or Agent*

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

\_\_\_\_\_  
*NOTARY REPUBLIC*

\_\_\_\_\_  
*My Commission Expires*

**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

New Hampstead HS Electric Window Shades

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:

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

**ATTACHMENT "A"**

**SPECIFICATIONS**

**New Hampstead HS Electric Window Shades**

**Quote #M19530**

**GENERAL INTENT**

The intent of these specifications is to solicit quotes for **New Hampstead HS Electric Window Shades** for the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

**"CONE 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.

**GRATUITY PROHIBITION**

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

## **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.

## **LICENSING AND PERMITS**

For quotes 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.

## **BASIS OF CONTRACT AWARD**

Award shall be made on a total basis to the lowest responsive and responsible vendor's quote. No quote may be withdrawn for a period of one hundred twenty (120) days after time has been called on the date of opening except in accordance with the provisions of law.

The District reserves the right to reject all quotes or any quote that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this request for quotation at any time before the Board of Education awards a contract for any reason. The District reserves the right to cancel, recall, and/or re-issue all, or any part of this request for quote, at any time.

By written request to the Purchasing Department, contractor may withdraw from the solicitation process at any time before the closing date or receipt of quotes.

The Board reserves the right to accept that quote which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest quote. The Board also reserves the right to split the award if in the best interest of the Board.

## **CONTRACT CHANGES**

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

## **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.

## **DESCRIPTION**

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

In the event that a contractor is offering another manufacturer and/or model number other than stated in the specifications, the contractor 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 contractor. 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.

### **SCOPE OF WORK**

Contractor will supply all supplies, parts, equipment, and labor necessary to provide a turnkey product for the install of electric window shades at New Hampstead High School.

- Supplier will need to supply eleven (11) window shades that will roll up and down by an electric motor.
  - Six (6) shades at 12' long and 10' wide
  - Five (5) shades at 12' long and 2' wide
- The electric motor for each window shade will be controlled by a main controller.
- The supplier will supply all controls that allow for each window shade to be controlled separately or all together from the main controller.
- The window shade and electric motor will be attached to the window frame.
- The window shade mounting height should be 48".
- The vendor shall provide a color chart to the District for window shade color selection.
- All window shades will be wired back to the Main Controller, which will be located to the left of motorized shades.
- The Main Controller should be installed in a manner that takes the controller's dimensions and the aesthetics of the install into consideration.
- The supplier will install all the electric motors and window shades.

### **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.

### **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.

### **AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID**

If a contractor discovers any ambiguity, conflict, discrepancy, omission or other error in the request for quotation, 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 contractor 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).

### **RIGHTS OF REJECTION**

The District reserves the right to reject all quotes 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.

### **PERFORMANCE PERIOD**

This bid will establish a one-time contract to remain open for the duration of the project. There will be no extensions of this contract.

### **PRICING**

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

### **TERMS OF PAYMENT & INVOICING**

Contractors shall invoice the Board after the noted services 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. Quote Number (**M19530**)

All original invoices should be mailed to:  
Savannah-Chatham County Board of Education  
Attention: ACCOUNTS PAYABLE  
208 Bull Street Room 119  
Savannah, Georgia 31401

### **QUANTITIES**

The estimated quantities given are intended only as a guide for the bidder. The Board does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's

requirements may exceed the estimated annual quantities shown and the successful bidder shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract.

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

### **TAXES**

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

### **DELAYS AND EXTENSION OF TIME**

If the contractor 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 contractor may agree.

### **LIQUIDATED DAMAGES**

The District will reduce the contractor's invoice in the amount of **\$ 250.00 /PER DAY** for any sub-standard work that does not comply with the Scope of Work or Specification requirements. Accordingly, the District will also reduce the contractor's invoice for failure to provide the services as specified to include late performance.

In the event of any delayed Work completion and the contractor'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 contractor 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.

### **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.

### **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.

## **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.

## **CONTRACTOR/VENDOR PERSONNEL**

Contractor's staff is expected to present a professional appearance. All personnel of the vendor 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 vendor, 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 or transport District students. 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.
- I. Contractors are encouraged to familiarize themselves with all aspects of the scope of service requirements prior to submitting a bid or proposal.

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

Contractor for the District's contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor's agreement with the Board shall be terminated.

## **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.

## **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.

## **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.

## **INDEMNIFICATION**

Contractor hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the "SCCPSS," the "District, or the "Owner"), the Board of Education for the City of Savannah and the County of Chatham (the "Board of Education"), and any Program Manager serving as the Owner's representative for the Project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnites") 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 they are caused by the Contractor, its agents, employees or others working at the direction of 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 survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnites.

This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder. Nor do the parties intend this indemnification provision to require the Contractor to indemnify the District for claims for attorney's fees and expenses of litigation asserted by the District against the Contractor for the Contractor's alleged breach or default under the terms of this Contract, unless the Contractor is determined by a court of competent jurisdiction to be liable to the District and the District's recovery of attorney's fees and litigation expenses is otherwise permitted by applicable law.

This indemnification does not extend to claims for losses 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. The Contractor shall indemnify and hold the Owner 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.

### **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 Contractor's 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.

## **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.

## **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.

## **COMPLIANCE WITH LAWS**

Contractor 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.

## **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.

## **OBLIGATION OF CONTRACTOR**

By submitting a bid, the contractor 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.

## **SCHEDULING OF WORK**

All work will be scheduled with the District's Contract Representative, **Randy West, Director of Maintenance at (912) 395-1922**, 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. Contractor will be required to sign at the work site during normal/school hours. After

normal/school hours, the Contractor will notify Campus Police at (912) 395-5565 when they leave for the day.

### **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.

### **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 the section below, "Owner's Rights To Terminate for Convenience" and without any other damages or relief.

### **OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE**

The District 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 the District. Any Notice of Termination shall be issued in writing to the successful bidder at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, successful 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 successful 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.

### **OWNER'S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT**

In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, the District, 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 the District may have. Specifically, if, through any cause, the successful bidder(s) shall fail to fulfil 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, the District 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 the District for damages sustained by the District by virtue of any breach of contract by the successful bidder. The District 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 the District from the vendor is determined.