August 13, 2015

Ladies and Gentlemen:

The Savannah-Chatham County Public School System would like to take the opportunity to announce that we are requesting **Bids for the Purchase and Installation of a Cooling Tower at Marshpoint Elementary School under BID NO. C16-09 (ESPLOST)**, by a firm authorized to do business in the State of Georgia. A Pre-Bid Conference will be conducted at 10:15 A.M. on Tuesday, September 1, 2015, at Marshpoint Elementary School, located at 135 Whitemarsh Island Road, Savannah, Georgia, 31410. Bidders will meet at the front entrance of the building. An accompanied site visitation will follow.

All bids must be delivered to the Savannah-Chatham County Public School System’s Purchasing Department, Room 213, 208 Bull Street, Savannah, Georgia, 31401. The advertising dates for BID C16-09 (ESPLOST) are August 13, 2015, to August 26, 2015, and August 27, 2015 to September 15, 2015. Bids will be accepted prior to 11:00 A.M. on Tuesday, September 15, 2015, at which time they will be publicly opened and registered. If you are unable to submit a response at this time, and wish to remain on our list of potential providers, complete and return the LMWBE Information 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 delivered to and stamped by the 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 and will be returned to the bidder unopened.

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

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises (LMWBEs) who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs. The Board expects that prime contractors on district construction projects make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

All bids must be submitted in duplicate in a sealed envelope, with the bid number, title and submittal date and time clearly identified on the outside of the envelope. If bid materials require additional envelopes, then all mailing articles must be combined together with the marked envelope on top. If bid exceeds $100,000, a bid bond, in the amount of 5% of the total bid amount must be submitted with bid. If bid exceeds $100,000, the successful bidder will be required to provide performance and payment bonds within 14 days of Intent to Award Notification. If you wish to receive a copy of the bid results, enclose a self-addressed envelope and a bid tabulation will be mailed 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 and the County of Chatham and a copy of the General Contractor's State of Georgia License. If you have any questions concerning this bid, please submit them in writing to 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.

Very truly yours,

Sabrina Scales, C.P.P.B.
Purchasing Director
BID REQUIREMENTS

INVITATION TO BID #C16-09 (ESPLOST)

The Savannah-Chatham County Public School System hereinafter referred to as the "District" will receive sealed bids from General Contractors at 208 Bull Street, Savannah, GA 31401 in Room 213. Bids must be physically placed in the hands of the District’s Purchasing Department by 11:00 A.M., on Tuesday, September 15, 2015, the time legally prevailing in Savannah, Georgia for Bid #C16-09 (ESPLOST) Purchase and Installation of a Cooling Tower at Marshpoint Elementary School. At the time and place noted above, the bids will be publicly opened and announced.

***Not applicable***

Bidding Documents, including plans and specifications, may be viewed and purchased at www.cderepro.com. (Click on Login to DFS and register as a new user.) For technical support, please contact Larry Arkwright at Clayton Digital Reprographics, 912-447-0708 or 912-447-5445. Documents are also available for inspection and review at the listed locations. The "Public inspection" Bidding Documents are not to be used as bid working sets but are for informational purposes and Bidding Sets are available as described previously:

1. Savannah-Chatham County Public Schools Facilities Construction Department, 208 Bull Street, Room 305, Savannah, GA 31401.
2. City of Savannah Entrepreneurial Center 801 East Gwinnett Street, Savannah, GA 31404.

Bidders are cautioned that acquisition of Bidding Documents through any source other than Clayton Digital Reprographics, Inc. is not advisable. Acquisition of Bidding Documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information upon which to base a bid.

A Pre-Bid Conference will be conducted at 10:15 A.M. on Tuesday, September 1, 2015, at Marshpoint Elementary School, located at 135 Whitemarsh Island Road, Savannah, Georgia, 31410. Bidders will meet at the front entrance of the facility. An accompanied site visitation will follow.

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.

The Contract, if awarded, will be on a total lump sum bid basis. Bidders are required to provide their unit price bid schedule for the total lump sum bid on the form contained herein. No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of Georgia law. If bid exceeds $100,000, the Bid must be accompanied by a Bid Bond made payable to the District in an amount equal to not less than five percent (5%) of the Bid. If bid exceeds $100,000, the successful Contractor will be required to provide both a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the total Contract amount within 14 days receipt of the District’s Intent to Award and prior to execution of contract.
The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid at any time before the Board of Education awards a contract for any reason.

The District anticipates that the contract will be awarded to the responsive and responsible bidder who provides the lowest bid within the budget. In judging whether the bidder is responsible, the District will consider, but is not limited to, the following:

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

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

BID REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. Basis of Contract: Contract, if awarded, will be on a total bid on unit price schedule and will be substantially in accordance with the Contract shown on pages Contract – 1 through Contract – 3.

2. Examination of Site: In undertaking the work under this Contract, the Contractor acknowledges that he has visited the Project Site and has taken into consideration all observed conditions that might affect his work. The project site is property of the District. No easements or rights-of-way are required on the site. The Design Professional shall file for all applicable Permits prior to award of the Contract. The Contractor shall be responsible to obtain all applicable Permits from the Jurisdiction prior to commencing work governed by Permit.

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

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

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

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

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

The protest notice shall include the following:

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

8. Interpretations: No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the District Purchasing Department not later than 5:00 P.M., September 3, 2015. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders
will be issued in an Addendum to the plans and specifications will be sent to all plan holders of record. Acknowledgement of receipt of such Addendum shall be listed in the Bid Form by the Contractor.

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

Savannah-Chatham County Public School System  
Attention: Margaret Disher, CPPB, Purchasing Agent  
208 Bull Street, Room 213  
Savannah, GA 31401  
(Fax) 912-201-7648

9. Alternates: Unless otherwise stipulated, all alternate bids are deductive. It is in the best interest of the public and the intent of the District that the entire Project be constructed within the funds allocated in the Project budget. The acceptance of any deductive alternate will be utilized as a last resort to accomplish the Project without requiring a redesign and rebidding of the Project. Any alternate, or alternates, if taken, will be taken in numerical sequence to the extent necessary to bring the Project within budget.

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

11. Trade Names, Specifications:

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

(b) Request for Approval of Substitute Product: All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Design Professional in writing. For the Design Professional to prepare an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application to the Design Professional for approval of a proposed substitute product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bidding Documents and submitted to the Purchasing Department.

All requests for material substitution must be submitted to the Attention of the Purchasing Director prior to the 5:00 pm September 3, 2015 deadline. Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved equal. Bidders are not permitted to contact the Design Professional directly. The only official view of the District is that which is issued by and provided to all Bidders of record by the Purchasing Department in the form of a written addendum.

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

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

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

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

(c) Bid Security: Bids must be accompanied by a Bid Bond made payable to the District in an amount not less than five percent (5%) of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry, but shall be substantially in accordance with the Bid Security Form attached hereto.

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

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

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

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

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

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

In judging whether the bidder is responsible, the District will consider, but is not limited to consideration of, the following:

(a) Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
(b) Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;
(c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
(d) Whether the bidder can demonstrate a commitment to safety with regard to Workers’ Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
(e) Whether the bidder’s past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder’s contract obligations.
15. **District's Right to Negotiate with the Lowest Bidder (O.C.G.A. § 36-91-21):** In the event all responsive and responsible bids are in excess of the budget, the District, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the District that is within the budget, as it may be amended. Negotiation may include changes in the scope of work and other bid requirements.

16. **Development of Local and Minority/Woman Business Enterprises:** It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBEs") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs. The Board expects that prime contractors on district construction projects will make and document good-faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers for District Projects. The Board encourages all members of the local construction community, regardless of ownership or size, to work together on District projects so that all can grow their businesses for the benefit of the Savannah-Chatham community. This solicitation is subject to Board policy FG and regulations thereunder.

Bidder shall take all reasonable steps in accordance with this solicitation to insure that local and disadvantaged enterprises have that maximum opportunity to participate in the resulting contract. No Bidder shall discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the Bidder shall make good faith efforts to select contractors, service providers, vendors, and suppliers from local and disadvantaged enterprises.

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

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

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

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

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

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

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

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

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

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

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Bid C16-09 (ESPLOST) Purchase and Installation of a Cooling Tower at Marshpoint Elementary School
August 13, 2015

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

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

17. Bid Requirement Forms:

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

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

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

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

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

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

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

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

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

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

Forms 1 through 10, must be completed, fully executed and submitted with the BID. Failure to submit and execute the required Forms shall result in a status of non-responsive.

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

Attachments:

1. Project Specifications
2. Project Plans (drawings)
3. Form of Agreement
CERTIFICATION FORM
BID C16-09 (ESPL0ST)

The undersigned Bidder certifies that he/she has carefully read the preceding list of instructions to Bidders and all other data applicable hereto and made a part of this Invitation to Bid. Bidder further certifies that the Bid submitted is in accordance with all documents contained in this Bid, and that any exception taken thereto may disqualify his/her Bid, and that any misrepresentation of facts hereby subject Bidder to debarment from future District procurement. Bidder understands and agrees all Bids are FINAL.

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

Company

__________________________________________  Federal Taxpayer ID No.

Street Address  City  State  Zip  Phone No.  Fax No.

__________________________________________  Phone Number of Responsible Principal

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

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

__________________________________________  Phone Number of Contact Person

Receipt of the following Addenda is hereby acknowledged: #________ #________ #________ #________
(All Addenda issued MUST be acknowledged in order for Bid to be considered responsive.)

This is to certify that I, the undersigned Bidder, have read the instructions to Bidder and agree to be bound by the provisions of the same, this ______________ day of ________________, 201 ____, by:

__________________________________________  Title

__________________________________________  Authorized Signature

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

__________________________________________  Notary Public; My Commission Expires:

DO NOT include any attachments to this form.

SCCPSS BID FORM 1
LOCAL AND/OR MINORITY/WOMAN BUSINESS ENTERPRISE DEVELOPMENT INFORMATION

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status. See Section 16. "Development of Local and Minority / Woman Business Enterprises" for information to assist in completing this Form.

BIDDER: ______________________ BID #: C16-09 (ESPLOST)

Please check ownership status as applicable:

____ Local
____ African American
____ Majority

____ Woman
____ Hispanic
____ Non-Local

Name, Title ______________________ Authorized Signature ______________________ Date ______________

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

_____________________________ Notary Public; My Commission Expires: ______________________

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

____ City of Savannah, Department of Economic Development
____ Received Invitation to Bid by Mail
____ The Savannah Tribune Legal Ad
____ Other ______________________

____ The Herald Legal Ad
____ Savannah News Press Legal Ad
____ Visiting the Purchasing Office

DO NOT include any attachments to this form.

SCCPSS BID FORM 2

Bid C16-09 (ESPLOST) Purchase and Installation of a Cooling Tower at Marshpoint Elementary School
August 13, 2015
**LOCAL AND MWBE GOOD FAITH EFFORTS REQUIREMENTS**

Bidders are required to submit with the Bid, evidence of good faith efforts utilized to ensure that Local and MWBE are provided with the maximum opportunity to compete on this contract. Such good faith efforts of an Bidder will include, but not limited to, the following:

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<tr>
<th>Activity</th>
<th>YES or NO. Please explain:</th>
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<tbody>
<tr>
<td>Attend pre-solicitation meetings to inform LMWBES of subcontracting opportunities</td>
<td></td>
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<tr>
<td>Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities</td>
<td></td>
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<tr>
<td>Communicate with the City of Savannah’s Office of Economic Development to identify available and qualified LMWBE firms</td>
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<td>Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors</td>
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<tr>
<td>Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities</td>
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<td>Other efforts</td>
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______________________________  ____________________________  ____________________________  ________________
Company  Name, Title  Authorized Signature  Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____________ DAY OF __________________________, 201

________________________________________ Notary Public; My Commission Expires: __________________________

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

*Any attachments to this form must be marked clearly on each page with the words, "Attachment to Form 3."*

**SCCPSS BID FORM 3**
**LOCAL AND MWBE DEVELOPMENT DOCUMENTATION**

Project Name: Purchase and Installation of a Cooling Tower at Marshpoint Elementary School

**BID #: C16-09 (ESPLOST)**

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

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

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

*Any attachments to this form must be marked clearly on each page with the words, “Attachment to Form 4.”*
DISCLOSURE OF RESPONSIBILITY STATEMENT

List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
Not Applicable { } or List:

List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.
Not Applicable { } or List:

List any convictions or civil judgments under state or federal antitrust statutes.
Not Applicable { } or List:

List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
Not Applicable { } or List:

List any prior suspensions or debarments by any government agency.
Not Applicable { } or List:

List any contracts not completed on time.
Not Applicable { } or List:

List any penalties imposed for time delays and/or quality of material and workmanship.
Not Applicable { } or List:

List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
Not Applicable { } or List:

List any pending civil actions against company for nonperformance of contract.
Not Applicable { } or List:

I, ____________________________, of ____________________________, Company Name

Name of Individual, Title & Authority

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

_____________________________ State of ____________________________

Authorized Signature

County of ____________________________

Subscribed and sworn to before me on this ________ day of _________________ 201____ by representing him/herself to be of the company named herein.

_____________________________ Notary Public; My Commission Expires: ____________________________

DO NOT include any attachments to this form.

SCCPSS BID FORM 5
CONTRACTING AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on __________, 20__ 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 ____________________, 20__

Notary Public

My Commission Expires: 

DO NOT include any attachments to this form.

SCCPSS BID FORM 6
FORM OF BUSINESS DISCLOSURE AND INSURANCE COVERAGE STATEMENT

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

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

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

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

________________________________________________________________________

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

________________________________________________________________________

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

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

Attach to this Form a written indication from the Bidder's Surety providing information regarding the bonding capacity of the Bidder**. (Not applicable).

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

Full Name: ___________________________ License Number: _____________

Name, Title ___________________________ Authorized Signature ___________________________ Date _____________

Company

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

__________________________________________ Notary Public; My Commission Expires: __________________________

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

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

SCCPSS BID FORM 7
**Statement of Active Participation in SCCPSS Schools**

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

(excerpt from Board Policy FGC)

List below current and planned activities which support SCCPSS schools.

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<th>School</th>
<th>Business and/or Individual Name</th>
<th>Date(s)</th>
<th>Activity</th>
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SCCPSS BID FORM 8
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 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

SCCPSS BID FORM 9
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ________________ and ________________ on behalf of (Savannah-Chatham County Public School System ("SCCPSS") has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersignee 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 _____, ____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF ________________, 20__.

NOTARY PUBLIC
My Commission Expires:

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

SCCPSS FORM BID 10
BID REQUIREMENTS

BID FORM

To: Savannah-Chatham County Public School System  From: CONTRACTOR ____________________________
____________________________________________________________________________________

Re: Bid #C16-09 (ESPLOST) Purchase and Installation of a Cooling Tower at Marshpoint Elementary School

Bid: Having carefully examined the Bidding Documents describing Bid #C16-09 (ESPLOST) Purchase and Installation of a Cooling Tower at Marshpoint Elementary School, including all addendums, as well as the site and conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the entire sum of the Work which sum is hereunder called the Bid:unit cost per playset hereinafter called the Bid.

Total Bid: ___________________________________________________________ Dollars ($___________)

Required Services:

(Turn-Key project for the removal, disposal, replacement and installation of the existing cooling tower at Marshpoint Elementary School (See Attachment A).

The replacement will include all labor, materials, and incidentals to remove and properly dispose of the existing cooling tower and replace it in kind with the below specified equipment or approved equal, installed. Equipment proposed for "or equal" installation must be approved by the District at least ten (10) days prior to the bid opening date in accordance with Section 11.0 (page 4) of this solicitation package.

Equipment Delivery: ___________/Days from receipt of purchase order

Installation of Equipment: ___________/Days upon delivery of equipment to job site

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

Liquidated Damages: The bid amount acknowledges the contract date for material completion and an amount of $200 per calendar day for failure to meet the date of material completion.

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

No Withdrawal: The bidder and District agree that this bid may not be revoked or withdrawn after the time set for the opening of bids, except as provided in Georgia law, but is an irrevocable offer that shall remain open for acceptance for a period of sixty days following the time set for the opening of bids.

Execution of the Contract: If bidder is notified in writing by statutory mail of the acceptance of this bid within thirty five days after time set for the opening of bids, bidder agrees to execute within twenty-one (21) days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to the District a Performance Bond and a Payment Bond on forms shown in Section 7 of the General Conditions of the Contract, both in an amount of equal to 100 percent of the Contract Sum.

Commencement and Completion of Work: Upon the Effective Date of the Contract, bidder agrees to commence all Preconstruction Activities. Within ten days of the date specified in the Proceed Order, bidder agrees to commence physical activities on the Site with adequate forces and equipment and to Complete all work from the date specified in the Proceed Order and to be 100% complete including all deficiencies within no more than 30 days of Material Completion.
Bidder Certification

Certification under Oath:

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

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

STATE OF GEORGIA
COUNTY OF ______________________

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

BY: ______________________

Authorized Signature (BLUE INK PLEASE)

____________________________

Printed Name Title

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

____________________________________
Notary Public

My commission expires: ______________
(SEAL)

NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.
STATEMENT OF BIDDER’S QUALIFICATIONS:
(To be subscribed and sworn to before a Notary Public)

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

Bidder’s Name: ________________________________
LEGAL NAME OF BUSINESS

Bidder’s Address: ________________________________
LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

__________________________________
CITY
__________________________________
STATE
__________________________________
ZIP

__________________________________
MAILING ADDRESS IF DIFFERENT FROM ABOVE

Telephone Number: ________________________________ Fax Number: ________________________________
Area Code  Number  Area Code  Number

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

(1) __________________________________________
Circle One: President  Partner  District  Other

(2) __________________________________________
Circle One: Vice President  Secretary  Partner  Other

(3) __________________________________________
Circle One: Vice President  Secretary  Partner  Other

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

Social Security Number or FEIN: ________________________________

State Where Organized or Incorporated: ________________________________

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

Licensure as: ________________________________ License #: ________________________________

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

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

Bidder Hereby Certifies that Bidder:

a. Has never refused to sign a contract at the original bid on a public works contract except as allowed under Georgia law.

b. Has never been terminated for cause on a public works contract.

c. Has had no (criminal or felony) convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging, or bribery in the last ten years.

d. Is not and neither its organization nor its principals are debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.

e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the State of Georgia.

f. Has sufficient bonding capacity to obtain a payment and performance bond from a surety meeting the requirements of the Contract Documents and authorized to do business in the State of Georgia.

g. Has sufficient cash flow to perform this Project.

Remarks or explanations of the above paragraph a through g:

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________
ENCLOSE WITH THIS BID IN A SEPARATE SEALED ENVELOPE A COPY OF YOUR FIRMS MOST RECENT AUDITED FINANCIAL STATEMENT AND A LETTER FROM YOUR INSURER IDENTIFYING YOUR EMR RATES FOR THE PAST THREE YEARS.

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

Bidder Certification

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

BY: _____________________________
    Authorized Signature (BLUE INK PLEASE)

_______________________________
    Printed Name Title

Sworn to and subscribed before me this ____ Day of __________, 20______.

_______________________________
    Notary Public
    My commission expires: ______________
    (SEAL)

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

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

PLEASE INDICATE BELOW WHICH DESCRIPTION APPLY TO YOUR COMPANY:

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

____ DESCRIPTION DOES NOT APPLY TO YOUR COMPANY
BIDDERS REFERENCE FORM

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

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Item 3:

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:

Item 3:

Company Name:

Contact Person:

Phone and Fax No.:

Item 1:

Item 2:
Listing of Proposed Subcontractors:

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

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<th>Subcontractor</th>
<th>CSI Division</th>
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BID REQUIREMENTS

BID SECURITY FORM

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

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

DISTRICT: __________________________________________
Attention: __________________________________________
Phone Number: _______________________________________
Facsimile Number: ____________________________________

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

WHEREAS, the Principal has submitted a Bid for

Bid # C16-09 (ESPLOST) Purchase and Installation of a Cooling Tower for Marshpoint Elementary School

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

Signed and sealed this ______ Day of ____________, 201 __

Name of Contractor ____________________________

Principal ____________________________

Witness By: (Seal)

Title ____________________________

Name of Surety: ____________________________

Surety Witness By: ____________________________ (Seal) (*)

(*) Attach Power of Attorney

Sworn to and subscribed before me this ______ day of ______ day of ____________, 201 __ My Commission expires this ______ day of ______ day of ____________, 201 __

Notary Public
ATTACHMENT A

Bid C16-09 (ESPLOST)

Replacement of Cooling Tower at Marshpoint Elementary School

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

1.0 "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.
2.0 **GENERAL INTENT:**

The purpose of this solicitation is to solicit formal sealed bids for the "turn key" purchase and installation of a cooling tower for the Savannah-Chatham County Public School System, herein after referred to as the "District", for Marshpoint Elementary School, located at 135 Whitemarsh Island Road, Savannah, Georgia, 31410.

3.0 **DESCRIPTION:**

Successful bidder, herein after referred to as "Contractor", will be required to provide all equipment, labor and materials to perform the Scope of Work requirements stated herein "Turn-key". This procurement will result in an annual service contract. Any deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response. In the event that a bidder is offering another manufacturer and/or model number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the bidder. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final.

4.0 **EQUIPMENT SPECIFICATIONS:**

The cooling tower replacement will include all labor, materials and incidentals to remove and properly dispose of the existing cooling tower and replace it in kind with the below specified equipment or approved equal, installed.

The Contractor will furnish and install as shown on the plans One (1) MARLEY DIRECT DIMENSIONAL AQUATOWER COOLING TOWER REPLACEMENT FOR SERIAL NUMBER 37803-01/161315a/4861 cooling tower with CTI Certified performance; EVAPCO Model AT-212B SN 96-4177M; OR PRE-APPROVED EQUAL.

**Unit Type:** Factory assembled, induced draft, cross flow cooling tower.

**Construction:** Structural components of the tower, including the cold water basin, framework, mechanical equipment supports, casing, hot water basin, and fan cylinder shall be fabricated of heavy-gauge steel, protected against corrosion by G-235 galvanizing per ASTM A-653. All components subjected to factory welding shall be hot dip galvanized after fabrication per ASTM A-123. **Cold galvanizing is not acceptable.**

**Motor:** Motors shall be Totally Enclosed, specially insulated for cooling tower duty. Speed and electrical characteristics shall be 1800 (or 1800/900) RPM, single winding, 3 phase, 60 hertz, 480 volts. The motor must be located out of the saturated discharge air stream.

**Mechanical Equipment:** Fan(s) shall be adjustable-pitch propeller type. Fan shall be driven through V-belt(s) with a minimum service factor of 1.5 based on full motor hp and protected with a belt guard. The fan and fan pulley shall be supported by oil lubricated tapered roller bearings in a cast iron housing with externally accessible remote oil reservoir for easy maintenance.
Fill Louvers and Drift Eliminator: Fill shall be film-type, thermoformed PVC, with louvers and drift eliminator formed as part of each fill sheet. Fill shall be suspended from hot dip galvanized structural tubing supported from the upper tower structure, and shall be elevated above the floor of the cold-water basin to facilitate cleaning. Air inlet faces of the tower shall be free of water splash-out. Guaranteed drift losses shall not exceed 0.005% of the design GPM.

Hot Water Distribution System: An open basin above the fill bank shall receive hot water piped to each cell of the tower. The basins shall be equipped with removable covers to keep out debris. This basin shall be installed and sealed at the factory. Water shall enter the basin through a removable wave-suppressor splash box. The basin shall be no less than 6 3/8" deep to provide adequate freeboard against overflow and splash-out. Removable and replaceable polypropylene nozzles installed in the floor of the basin shall provide full coverage of the fill by gravity flow. Nozzles must all have the same orifice size and be spaced symmetrically in both longitudinal and transverse directions.

Cold Water Basin and Accessories: The cold water basin shall be factory sealed. For maximum installation flexibility, basin accessories shall include both a side suction connection and a hole and bolt circle in the basin floor suitable for gravity flow. Both connections shall include a debris screen and anti-cavitation device. A factory-installed, float-operated, mechanical makeup valve shall be included, having a ¾” diameter inlet connection.

OSHA Approved Sloped Aluminum Ladder

Basin Heater Package with NEMA 4 Basin Heater Controls: Heater(s) sized to maintain +40 basin temperature at 0 degree ambient conditions.

Accutrol Water Level Controller with stilling chamber, or equal.

NEMA 3R starter.

Minimum One year Warranty on Parts and Labor.

5.0 SCOPE OF WORK REQUIREMENTS:

5.1 The Contractor will be responsible for removing and installing a new security fence around unit. Twisted and barbed spikes will not be installed on the security fence.

5.2 The Contractor will be responsible for any modifications to the concrete pad during the removal and replacement of the unit.

5.3 The Contractor will be responsible for removing and replacing the valves on the Cooling Tower Unit.

6.0 BILLING/INVOICES:

Copies of all invoices, along with the required acceptance documents and required warranties, will be submitted to:

Savannah-Chatham County Public School System
Attn: Accounts Payable
208 Bull Street, Room 119
Savannah, Georgia 31404
A copy of the invoice and all acceptance documents and required warranties, will be sent to:

Carey Stark, P.E., Director of Maintenance
SCCPSS Maintenance Department
2219 Gamble Road
Savannah, GA 31405
FAX: (912) 201-5494
carey.stark@sccpss.com

7.0  **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.

8.0  **CONTRACT CHANGES:**

By written notice to the Contractor, the District may make changes, within the general scope of the contract.

9.0  **INTERPRETATION OF THE TERM "EQUAL":**

The Savannah-Chatham County Board of Education 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. **All requests for material substitution must be submitted prior to the September 3, 2015 deadline.**  
Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved 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.

10.0  **PERFORMANCE PERIOD:**

This bid will establish a contract to remain in effect until all equipment/materials, installation, inspection and testing services have been delivered and accepted by the Savannah-Chatham County Public School System. Bidder shall state a guaranteed delivery period and project completion period (upon receipt of Notice to Proceed) on the bid proposal sheet. Absolutely no price increases, fuel surcharges, etc. will be accepted during the contract terms. Contractor will not be compensated for any services and/or equipment until the cooling tower has been accepted by the Savannah-Chatham County Public School System.

11.0  **ACCEPTANCE PERIOD:**
A one-hundred twenty (120) day period from bid opening date is generally allowed to review and evaluate all responses. The District attempts to complete all procurement processes prior to the end of a one-hundred twenty (120) day period.

12.0 SITE VISITATIONS:

Bidders are encouraged to familiarize themselves with the job site and all aspects of the scope of service requirements prior to submitting a bid. Additional site visitations can be arranged (by appointment only) by contacting Mr. Carey Stark, P.E., Director, Maintenance, Savannah-Chatham County Public School System at (912) 395-5563.

13.0 PRICING AND DELIVERY:

Price will include a standard 12 month manufacturer warranty, all applicable freight, delivery, installation, and inspection services, all equipment, parts, tools, supplies, labor, travel time, disposal and transportation costs, taxes, per diem, fuel surcharges, etc., required to perform the scope of work and specifications provided herein "turn-key". Bidder will also state any additional costs associated with an extended warranties offered on Cooling Tower after the standard 12 month warranty period. Bidder will complete all work during normal business hours unless approved in advance (in writing) by the District's contract representative.

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

14.0 SCHEDULING OF WORK:

All work will be scheduled with the District's Contract Representative, Mr. Carey Stark, Director, Maintenance, or his designee. All work will be performed during normal business hours unless bid option for evening, weekend and holiday work schedule is accepted and awarded by the District. Contractor will be required to sign in and out at the work site construction trailer during normal/school hours. After normal/school hours, the Contractor will notify Campus Police at (912) 395-5565 when they leave for the day.

15.0 WARRANTY REQUIREMENTS:

A standard manufacturer warranty shall apply to all equipment, parts, and supplies provided under a resulting contract. The Bidder will guarantee that all labor, products provided are free of material defects and/or workmanship for a minimum period of twelve (12) months from the date of acceptance. Any extended warranties offered after the standard manufacturer's warranty shall be stated in bid submittal and any cost associated therewith shall be clearly stated in the bid documents. If, during the warranty and/or extended warranty period, such faults develop, the successful Contractor agrees to immediately replace the unit or the part affected without any additional cost to the District. All equipment provided will be "new". Factory seconds, discontinued, re-manufactured, re-built, used and or surplus equipment
will not be accepted. Contractor must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of the new cooling tower.

16.0 INSURANCE REQUIREMENTS:

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

The Contractor will have in force insurance coverage on the Cooling Tower Unit until the time it is delivered, installed and accepted by the District. During the delivery and installation at the facilities, the Contractor will be liable for any damages caused to the facilities by negligence of one of its employees or subcontractors.

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.

17.0 MINIMUM CONTRACTOR QUALIFICATIONS:

a. The Contractor must be bonded, registered and licensed within the State of Georgia.

b. 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 services described herein. Bidders shall enclose with this bid submittal, a list of the technicians that will be assigned to project and a brief description of their experience on projects of similar size and scope.
c. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within 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. References shall include a brief description of the services provided and the size of the project, name of a current contract representative, and fax number.

d. The Contractor must be qualified and familiar with the types of products and services specified and must have demonstrated a past history of responsiveness, technical expertise and professionalism.

e. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

f. The Contractor must demonstrate its ability to meet all Bonding and Insurance requirements (as applicable) and all Warranty Requirements.

g. The Contractor must demonstrate its financial stability by providing to the District (upon written request only) will a copy of their most recent Audited Financial Statement.

h. The Contractor must comply with all licensing, insurance, and registration requirements.

18.0 SUBCONTRACTING:

The Contractor shall not subcontract any part of the work to be covered by the contract without the District’s prior written approval. All approved subcontractors and their personnel assigned to this contract shall be identified in bid submittal and listed in Attachment A "Personnel Listing" of the contract document. The District will permit subcontracting 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.

19.0 LIQUIDATED DAMAGES:

The District will reduce the Service Provider’s invoice in the amount of $200/PER DAY for sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Service Provider’s invoice for failure to provide the services as specified. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.
20.0 **SUBMITTALS & ATTACHMENTS:**

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

A. Forms 1 through 9.
B. Certificate of Insurance (Limits stated in Section 16.0; Successful Contractor will list the District as a Certificate Holder)
C. Copy of 2015 Business License/Tax Certificate.
D. State of Georgia License (As applicable).
E. Copy of Manufacturer Data Sheets/Specifications.
F. Standard Manufacturer's Warranty (minimum 1 Year).
G. Extended Warranty (as applicable).
H. Completed W-9 form.
I. Contractor's Affidavit (E-Verify).
J. List of Technicians that will be assigned to a resulting contract and proof of Technician Certification (as applicable).

21.0 **BASIS OF CONTRACT AWARD:**

Award shall be made on a total bid basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of law. The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid at any time before the Board of Education awards a contract for any reason.

22.0 **TAXES:**

Contractor will timely pay all taxes lawfully imposed upon Contractor 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.

23.0 **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.
24.0 **TECHNICIAN QUALIFICATIONS:**

The personnel used in conjunction with the resulting contract shall be fully trained and qualified to perform the work. Contractor's installers who will have the responsibility for providing services under the resulting contract shall be authorized by the manufacturer to perform the type of services described herein. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein.

25.0 **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.

26.0 **INDEMNIFICATION:**

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

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

26.3 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.

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

27.0 **CLEANING-UP:**

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.

28.0 **DELAYS AND EXTENSION OF TIME:**

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

29.0 **PROTECTION AND STORAGE OF MATERIALS:**

All materials shall be protected at all time 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 District.

30.0 **SUPERVISION:**

The Contractor will provide 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.

31.0 **PERSONNEL:**

Contractor’s staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on District property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be provided to the District before those employees will be allowed to enter on District property to supply services.
B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.

C. The use of tobacco or tobacco products on Board property is prohibited by State law.

D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.

E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

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

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

Failure of the Contractor to ensure compliance with any part of this code of conduct will constitute a default and provide sufficient grounds for terminating Contractor’s Contract with the District for cause.

32.0 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 regulations pursuant to the act.

33.0 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.

34.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:

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

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

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

35.0 ROYALTIES AND PATENTS:

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall hold the District harmless from loss and account thereof.

36.0 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.

37.0 OWNER’S RIGHT TO TERMINATE CONTRACT FOR CONVENIENCE:

The Owner may at any time, and for any reason or without any reason or cause, terminate this Contract by written notice to the Contractor specifying the termination date, without cause and irrespective of whether or not Contractor is in default of any of its obligations hereunder. The effective date of termination shall not be earlier than seven days from the date of confirmed receipt of the written notice.

The Contractor shall: (i) stop the Services or the Work (as applicable); (ii) place no further orders or Subcontracts for materials, labor, services or equipment; and (iii) terminate all material and equipment orders and Subcontracts to the extent terminable (unless otherwise directed by Owner in writing) and advise Owner of all materials, equipment and other items which cannot be canceled or which are already delivered and allow Owner to participate in the salvage or disposition thereof.
If Owner terminates this Contract pursuant to this Section after commencement of the Construction Stage, Contractor shall, as soon as practical after receiving notice of termination under this Section, submit to Owner an Application for Payment showing all of the costs incurred by Contractor in the performance of the Work terminated through the date of receipt of the notice of termination. The phrase “costs incurred by Contractor in the performance of the Work terminated” as used herein shall be deemed to include:

(i) Subcontract costs of Work completed;
(ii) Cancellation fees in regard to equipment and materials ordered;
(iii) Cost of all materials and equipment ordered which cannot be cancelled; less actual proceeds received upon the disposition thereof;
(iv) Field Work accomplished;
(v) Permit, engineering, bond and inspection fees;
(vi) All other direct costs actually incurred by Contractor that can be demonstrated by invoice, canceled check, or other appropriate documentation;
(vii) General Conditions costs and profit incurred through the date of termination.
(viii) Job Site and termination costs for ten business days after the date of termination.

Acceptance of payment by the Contractor for costs incurred by Contractor in the performance of work terminated shall constitute a waiver of all further claims by Contractor against Owner under the Contract, and shall be Contractor’s exclusive remedy for termination of the Contract. Notwithstanding anything to the contrary contained in the Contract Documents, in no event shall Contractor be entitled to any payment on account of accident or lost profits or consequential damages in connection with any termination of the Contract, or otherwise in connection with the Contract.

As a condition precedent to receiving the payment set forth in this Section, Contractor shall deliver to the Owner all papers, documents, assignments and agreements relating to the Project.

38.0 **TERMINATION FOR CAUSE:**

In the event that any provisions of this Contract are violated by the Contractor, through its own forces or by any of its Subcontractors, the Owner may serve written notice upon the Contractor and any surety of the Owner’s intention to declare default and terminate the Contractor. Unless within ten days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contractor shall, upon the expiration of said ten days, be in default. Such notices shall outline the reasons for such intention to terminate the contract. In the event of any such default, the Owner shall immediately serve notice thereof upon any surety and the Contractor, and the Owner shall demand that any surety perform in accordance with its bond. If the surety fails to exercise its election under the bond or does not commence performance thereof within the time required by the bond, the Owner may take over the Work and prosecute the same to completion for the account of and at the expense of the Contractor. The Contractor and any surety shall be liable to the Owner for any excess cost to the Owner. The Owner may take possession of and utilize in completing the Work such materials, appliances, and plant
as may be on the Site and necessary thereto.

39.0 OWNER'S RIGHT TO PROSECUTE THE WORK:

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

40.0 EFFECT OF LATER DETERMINATION:

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 36.0 above and without any other damages or relief.

END OF ATTACHMENT "A"