December 20, 2015

TO ALL BIDDERS OF RECORD:

Please be advised that the Savannah-Chatham County Board of Public Education is currently requesting Statements of Qualifications from firms interested in providing “As Needed” Civil, Surveying and Environmental Services under Request for Qualification Proposal (RFQ) #C16-23 (ESPLOST).

A Pre-Proposal Conference will be conducted at 10:00 A.M., on Tuesday, January 14, 2016, in Room 303 of the SCCPSS Central Office Building, located at 208 Bull Street, Savannah, Georgia, 31401. A copy of the solicitation document is available at:

1. Savannah-Chatham County Board of Public Education
   Purchasing Department
   208 Bull Street, Room 213
   Savannah, Georgia 31401

2. City of Savannah Entrepreneurial Center
   801 E. Gwinnett Street
   Savannah, Georgia 31404

As a courtesy, an unofficial copy of the solicitation document only is available via the District’s web page at www.sccpss.com.

If you desire a copy of the solicitation document via US mail, FedEx, or UPS, please notify our office at (912) 395-5572.

Very Truly Yours,

[Signature]
Sabrina L. Scales, C.P.P.B.
Purchasing Director

Mission - To ignite a passion for learning and teaching at high levels
Vision - From school to the world: ALL students prepared for productive futures

"AN EQUAL OPPORTUNITY EMPLOYER"
December 20, 2015

Ladies and Gentlemen:

The Savannah-Chatham County Public School System wishes to announce that we are requesting Statements of Qualifications (Proposals) for "As Needed" Civil, Surveying & Environmental Services (Annual Contract) under RFQ C16-23 (ESPLOST), by a firm authorized to do business in the State of Georgia. A Pre-Proposal Conference will be held on January 14, 2016 at 10:00 A.M., in Room 303 of the Savannah-Chatham County Public School System’s Central Offices Building, located at 208 Bull Street, Savannah, Georgia 31401. Offerors are encouraged to attend.

Enclosed is a Request for Qualifications (RQF) (also called a Request for Proposals (RFP)) packet which outlines the services being solicited and instructions which describe the submission of the Statement of Qualifications (sometimes referred to herein as "Statement(s)" or "Proposal(s)"). This cover letter is not a part of the Request for Qualifications (RFQ) and information herein is for reference only. All Statements of Qualifications should be delivered to the District Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. The advertising dates for this RFQ C16-23 are December 20, 2015 through January 2, 2016 and January 3, 2016 through January 26, 2016. Statements of Qualifications will be accepted prior to 3:00 P.M. on Tuesday, January 26, 2016, at which time they will be entered into a register which will be available for public review. If you wish to receive a copy of the register, please enclose a self-addressed stamped envelope with your Statement of Qualifications, and a copy of the register will be mailed to you.

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. 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 business. Statements of Qualifications received after the time and date for submittal stipulated in the RFQ will not be opened or considered, and will be returned to the Offeror unopened. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their Statements of Qualifications are stamped by Purchasing Department personnel before the deadline indicated.

If you desire a copy of all Project Documents via US Mail, FedEx, or UPS, please notify the Savannah-Chatham County Public School System’s Purchasing Department at (912) 395-5572. As a courtesy, an unofficial copy of the solicitation document (only) may be available via the District’s web page at www.sccpss.com. If you have any questions concerning this RFQ, please submit them in writing to the address above or fax them to 912-201-7648. Verbal inquiries will not be considered. Your interest and participation in submitting a Statement of Qualifications in response to this RFQ is greatly appreciated.

Very truly yours,

Sabrina Scales, CPPB
Purchasing Director
# REQUEST FOR QUALIFICATIONS:
CIVIL, SURVEYING & ENVIRONMENTAL SERVICES (Annual Contract)
RFQ C16-23 (ESPLOST)

Mission – To ignite a passion for learning and teaching at high levels
Vision – From school to the world: All students prepared for productive futures

"AN EQUAL OPPORTUNITY EMPLOYER"

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CONE OF SILENCE REQUIREMENTS:

A "Cone of Silence" is imposed upon this Request for Qualifications (RFQ) 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 offeror for this solicitation, including any persons affiliated with or in any way related to a prospective offeror, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the statements for qualifications (proposals), 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 offerors from circumventing the process for selection set forth in this RFQ.

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 offerors selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the statement of qualifications 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 designee. 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 offeror may result in the rejection of the prospective offeror’s response and disqualify the prospective offeror 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.

I. GENERAL / INTRODUCTION

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as “the District”) is soliciting competitive sealed Statements of Qualifications for “As needed” Civil, Surveying and Environmental Services (Annual Contract). (“Statement of Qualifications” may herein be abbreviated “Statement” or “Response” or “Proposal.” “Architect and Engineer” is commonly abbreviated as “Design Professional” or “A/E.”) Each responding firm (hereinafter each referred to as “the Offeror”) must be authorized to do business in the State of Georgia and experienced in Civil Engineering, Site Development Consulting, Land Surveying and Environmental Hazard Assessment and Permitting required for the planning, design and construction administration of K-12 public schools or educational support facilities. Offerors shall meet the terms and conditions set forth in this document and all attachments.

The competitive sealed Statement of Qualifications process stipulated in this RFQ differs from competitive sealed bidding in two important ways:

- It permits negotiation and discussions with competing Offerors, and
- It allows comparative judgmental evaluations to be made on various criteria in addition to cost, for award of a contract.

The advertising date(s) for Request for Qualifications (RFQ) C16-23 are December 20, 2015 through January 2, 2016 and January 3, 2016 through January 26, 2016.

Statements of Qualifications should be delivered to the District Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401.

Statements of Qualifications will be accepted prior to 3:00 P.M. on Tuesday, January 26, 2016. This deadline for Statements of Qualifications will be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, if the District issues any addenda modifying the plans or specifications for the project within a period of 72 hours, excluding Saturdays, Sundays or legal holidays, prior to the advertised time for opening the Statements of Qualifications. Under such circumstances, it will not be necessary to re-advertise the RFQ. Any addenda released within 72 hours of the advertised time for opening the Statements of Qualifications will be provided to all firms that attend the Pre-Proposal Conference.
A Pre-Proposal Conference will be held on January 14, 2016 at 10:00 A.M., in Room 303 of the Savannah-Chatham County Public School System’s Central Offices Building, located at 208 Bull Street, Savannah, Georgia 31419. Offerors are encouraged to attend.

STANDARD TERMS AND CONDITIONS OF REQUEST FOR QUALIFICATIONS

This Section includes basic minimum standard requirements established by the District for the performance of the “As needed” Geotechnical, Special Inspections and Material Testing Services sought by the District. Additionally, this Section includes the basic minimum requirements established by the District for responding properly to this RFQ; any Statement of Qualifications which does not respond in a manner that meets these requirements will be considered non-responsive, and the Offeror will not be considered for award of a Contract. NOTE that important additional requirements are stipulated in Attachments to this RFQ.

A. Owner Administration of Project

The District is the Owner of the Project. To assist in its administration of the Project, the District may employ a Program Manager (abbreviated “PM”). Certain actions indicated in this RFQ to be performed by the District may instead be performed by the PM, on the behalf of the District. Should at any time the District determine it to be in its best interest to discontinue the services of the PM, thereby assuming administration of the project, all Offerors, or if during the period of performance of services procured by this RFQ, the Consultant, shall be required to adhere to procedures established by such a change. This stipulation does not seek to describe, establish, or limit administration responsibilities of the Consultant.

B. Receipt & Registration of Statements of Qualifications

Statements of Qualifications (and any subsequent modifications) will be time-stamped upon receipt. Immediately after the date and time stipulated for receipt of all Statements of Qualifications, all Statements that were delivered in a timely manner will be entered into a register, which will be available for public review. The Statements will not then be publicly opened, and no information contained within the Statements of Qualifications shall be released or discussed. Statements and modifications will be shown only to District personnel having a legitimate interest. Only after Contract(s) are awarded will statements be open to public review.

Statements of Qualifications received after the time and date for submittal stipulated herein this RFQ will be returned to the Offeror unopened. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their Statement of Qualifications are stamped by Purchasing Department personnel before the deadline indicated. Statements received after the time and date for submittal stipulated herein this RFQ will not be opened, reviewed, or considered.

C. Scope of Services

The Scope of Services to be provided is detailed in Attachment A, “SCOPE OF SERVICES, FORM OF PROPOSAL, SELECTION PROCESS AND FORM OF AGREEMENT” (including exhibits attached thereto).

D. RFQ Clarifications / Addenda

If any questions should arise prior to the date and time indicated below pertaining to the RFQ documents, Offeror may deliver, mail, or fax (no verbal communications or e-mails will be accepted) a written request for clarification or interpretation to:

Savannah-Chatham County Public School System
Attention: Director of Purchasing
208 Bull Street, Room 213
Savannah, GA 31401
Fax No: 912-201-7648
Any clarification interpretation of documents shall be made by Addendum to the RFQ. At least one Addendum will be issued, which will include as a minimum a list of all potential Offerors who signed attendance at the Pre-Proposal Conference. A copy of each Addendum issued will be mailed or faxed to each Offeror receiving a set of RFQ documents. All inquiries to which Offerors wish to see responses included in an Addendum must be submitted on or before 5:00 p.m., on Friday, January 15, 2016. The District shall not be responsible for any other explanation of questions submitted after this date. The District shall mail, fax, or contact Offeror for pickup of any Addenda prior to 5:00 p.m., Tuesday, January 19, 2016.

The Offeror must acknowledge receipt of all Addenda on the Certification Form (Form 1). Failure by the Offeror to acknowledge each and every Addendum on the Certification Form will render the Offeror’s Statement of Qualifications non-responsive.

E. Pricing

In the event the Offeror wishes to provide additional services above and beyond the stated requirements of this RFQ at “no cost” to the District, these services should be identified and included in the RFQ response. Pricing information is not to be included as a part of the Statement of Qualifications. The District has established a Compensation Schedule for Architectural and Engineering Services (Board Policy FGC-E(2)), based on the Stated Cost Limitation (SCL) of the project. The District reserves the right to negotiate an appropriate fee for any project. Fees shall not exceed amounts approved by the State Board of Education for capital outlay projects.

F. Signed Statements of Qualifications Considered Offer

The signed Statement (Proposal) shall be considered an offer on the part of the Offeror, and shall be deemed accepted if the Board of Education votes to accept it following a recommendation of the Purchasing Department and the Superintendent as outlined herein. In case of a default on the part of the Offeror after such acceptance, the District may take such action as it deems appropriate, including legal action for damages or lack of required performance.

G. Non-Response by Prospective Offerors

If a Statement of Qualifications is not to be submitted, but Offeror wishes to remain on the District’s list of potential providers, Offeror should complete and return the Certification Form (Form 1) and the Local and/or Minority / Women Business Enterprise Development Information document (Form 2) found in this packet marked “No Response”.

H. Compliance with Specification / Terms and Conditions

The Request for Qualifications, Legal Advertisement, General Terms and Conditions, RFQ Submittal Instructions, Special Terms and Conditions, Specifications, Attachments, Offeror’s Response, any Addenda, and/or any other pertinent documents form a part of the Offeror’s Statement of Qualifications and by reference are made a part hereof.

I. Communications Regarding Qualifications of Offerors

All submissions shall be final. Once Statements of Qualifications are submitted, any communication between the Offerors and the District regarding the content of Statements of Qualifications shall take place only at the sole discretion and instigation of the District, and shall occur only in written form.

Verbal clarifications to or discussions regarding any Offeror’s submission will be considered by the District ONLY at specified and scheduled oral presentations, for the purpose of:

- Promoting understanding of the District’s requirements and the Offerors’ Statements.

- Facilitating the possible arrival at an agreement that is most advantageous to the District, taking into consideration established evaluation factors and price.
J. **Errors in Statements of Qualifications**

Offerors are expected to fully inform themselves as to conditions, requirements, and specifications before submitting Statements. Failure to do so will be at the Offeror’s own risk. The Offeror may withdraw a Statement of Qualifications prior to the stipulated submittal deadline by requesting to do so in writing; however, this written request must be presented to the District in a manner that is sufficient to make clear that the Offeror seeking to withdraw a Statement of Qualifications is in fact the Offeror indicated on the CERTIFICATION FORM (Form 1) submitted previously as a part of the Statement of Qualifications of which withdrawal is sought.

The District assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of any documents related to this invitation to bid, even the invitation to bid is cancelled or a bidder is disqualified.

K. **Public Information**

It is the policy of the District that at the conclusion of the selection process, the contents of all Statement of Qualifications will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, but only if clearly listed and identified as such in the Statement. The District shall not be responsible or liable for its failure to protect trade secrets or proprietary information. In the event that no Contract is awarded as the result of this RFQ, all Offerors will be notified. The District will keep all original Statements and will destroy all copies after 30 days, allowing Offerors opportunity to retrieve the copies should they wish. The original Statements will be kept on file in the District Purchasing Department.

L. **Offeror’s Essential Credentials and Business Structure**

A responsible Offeror for the purpose of this RFQ is stipulated to be one who meets, or who by the time and date for submittal of Statements of Qualifications stipulated herein this RFQ, can meet all requirements for licensing, bonding, insurance, and service contained within this Request for Qualifications. The District has the right to require any or all Offerors to submit documentation, in addition to that required by this RFQ, of the ability to perform, provide, or carry out the services requested. Offeror’s majority (51%) ownership, whether public or private, must be held by citizens or lawful permanent residents of the United States.

The Offeror must be licensed to perform the Services solicited by this RFQ. The Offeror’s Georgia Architectural and Engineering Professional’s license, as well as the name of the individual who serves as the Qualifying Agent for the Offeror are required with each Statement of Qualifications. The Georgia Architectural and Engineering Professional’s License provided here shall be the one stamped on all Construction Documents used in obtaining a building permit in association with the Work of this Project. As applicable, the Company name on the Georgia Architectural and Engineering Professional license must be identical to that name entered on the required CERTIFICATION FORM (Form 1). If the Offeror is a corporation, a copy of a current Annual Corporate Registration issued by the State in which incorporated is required. Also, a copy of the current local business license held by the Offeror, from the municipality where it is located, is required.

This RFQ seeks to solicit Offers from any legal form of business. If the Offeror is a partnership or joint venture (PJV), a copy of the contractual agreement between the participants in the PJV must be provided as a part of the Statement of Qualifications. The PJV agreement must be adequate to its purpose of establishing a safe and well-structured good faith relationship between the participants, and must comply with all applicable laws, including Antitrust Laws. The agreement must include adequate provisions to address unforeseen events such as the demise of any one of the partners or joint venture companies, and the like.

If a joint venture, information and documentation must be provided to establish whether the joint venture is a business entity created for the purpose of functioning as the joint venture, or whether the joint venture is operated through the existing legal status of the venture partners. All information regarding the legal structure and reporting of income for tax purposes of the PJV must be provided. The District may disqualify from consideration the Offer of any PJV when it determines such disqualification to be in its best interest.
The District WILL NOT enter into an agreement with more than one legal business entity. Additionally, if two or more projects have not been previously undertaken and successfully completed by a PJV Offeror, each party to the PJV responding to this RFQ must submit complete but separate Statements of Qualifications, with each separate Statement making clear that it is a part of a PJV Offer. It is required that each participant in a PJV be routinely and on a daily basis in the business of providing services which are closely similar or identical to those Services solicited by this RFQ.

M. Standards of Acceptance of Statements of Qualifications for Contract Award

The District reserves the right to reject all statements of qualifications (proposals) or any statement of qualification (proposal) that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any bidder, to cancel this invitation to bid, and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award a contract as a result of this invitation to bid.

The District has the right to disqualify any Offeror from consideration when such Offeror cannot demonstrate its ability to deliver requested services or when investigation shows it is not in a position to perform the solicited services in a manner that is in the best interest of the District.

N. Compliance With Laws

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

O. Insurance Requirements

Before performing any work on the awarded contract, the successful Offeror shall procure and maintain, during the life of said contract, insurance coverage as prescribed in the Form of Agreement. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Commission of the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A(-). Further, the contractor will provide copies of all insurance policies required hereunder. No changes are to be made to these requirements without prior written specific approval by the District.

The Offeror shall review the Consultant Professional Agreement and once contracted, shall be required to shall provide the Specified Coverages and Limits of Insurance. Immediately, and before the start of the Project, the successful Offeror / Architectural and Engineering Professional must provide to the District a Certificate of Insurance as evidence of all insurance coverages and limits stipulated therein the Consultant Agreement. There is no waiver of subrogation rights by either party with respect to insurance. Additionally, within 30 days of notice of award of a Contract, a certified copy of all policies in their entirety (including the Declarations pages) shall be provided to the District.

The Offeror must meet certain minimum insurance requirements at the time a Statement of Qualifications is submitted, which include current certificate(s) and a letter from insurer. Insurance certificates of current existing policies and coverages will be required as a part of each Statement of Qualifications, as well as a letter from the Offeror's insurer stating that the Offeror can provide required limits of insurance specified by this RFQ, pending award of a contract.

P. Indemnity Provisions

To the maximum extent permitted by Georgia law, the Offeror shall indemnify and hold harmless the District its representatives, officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, the District's reasonable attorneys' fees and expenses incurred in the defense thereof, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Offeror or anyone employed or utilized by the Offeror in the performance of this Agreement. This indemnification obligation shall not be construed to

RPQ C16-23 (ESPLOST) "As Needed" Civil, Surveying & Environmental Services (Annual Contract)
December 20, 2015
negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

Q. Certification of Independent Submission

By submission of a Statement of Qualifications, the Offeror certifies that in connection with this Request for Qualifications:

1. The information in this Statement of Qualifications has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition with any other Offeror or with any competitor;

2. The information in this Statement of Qualifications has not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the District's final determination regarding this RFQ, directly or indirectly to any other Offeror or to any competitor; and

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

4. In the event the Offeror is a partnership or joint venture, each party thereto certifies the above.

R. 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.

Offeror shall take all reasonable steps in accordance with this solicitation to ensure that local and disadvantaged enterprises have that maximum opportunity to participate in the resulting contract. No Offeror 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 Offeror shall make good faith efforts to select contractors, service providers, vendors, and suppliers from local and disadvantaged enterprises.

The Offeror must demonstrate a good faith effort to provide opportunity for LMWBES, in part by providing as a part of its Statement of Qualifications the forms provided in this RFQ, 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 LMBWE, 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@vanguard.com.

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

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

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

5. Protests.

Any actual or bona fide prospective Offeror who is aggrieved in connection with this RFQ may protest to the Purchasing Director. By submitting a Statement of Qualifications in response to this RFQ, the Offeror agrees that this RFQ, as modified by Addendum, is fitting and proper, and that no claim or grievance against the District that is attributable to the content of the RFQ exists. Any protest shall be submitted within five business (5) days after the action by the District on which the grievance is based, but in no case later than five business (5) days after the date of the District’s notice of intent to award the Work of this RFQ, which will be transmitted by fax to all Offerors.

The District shall not intentionally withhold information that is stated in this RFQ to be forthcoming at certain intervals, but failure of the District to notify an Offeror who might be aggrieved by the content of such notification shall not give rise to any claim or rights resulting from said failure. Only formal protests will be considered, and in order for a protest to be considered as formal, it must be presented in written form, and must contain a minimum of the following:

- A specific identification of the statutory or regulatory provision(s) that the District’s purchasing staff member or department is alleged to have violated,
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above,
- A precise statement of the relevant facts that include timelines and all involved parties, and
- An identification of the issue(s) that needs to be resolved that support the protest.

RFQ C16-23 (ESPLOST) "As Needed" Civil, Surveying & Environmental Services (Annual Contract)
December 20, 2015
The letter of protest shall be taken under consideration by the Chief Financial Officer and the Superintendent, who shall respond to the protesting offeror within ten (10) business days of receipt of the letter of protest. This written decision shall be final and conclusive.

T. Award of Contract.

The District reserves the right to reject all Statements of Qualifications (Proposals) or any Statement of Qualification (Proposal) that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any Offeror, to cancel this RFQ (RFP), and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award the contract as a result of this RFQ (RFP).

The Selection Committee will receive and evaluate all Statements of Qualifications (proposals) submitted in response to this RFQ. Offerors and their proposals that meet the minimum Qualification Requirements of Section 7 of Attachment A, comply with the formatting requirements of Section 8 of Attachment A, and submit satisfactory compliance documents required by Section 9 of Attachment A, will be evaluated using the criteria described in Section 11 of Attachment A to come up with a list of short-listed Offerors reasonably susceptible of being selected for award. All applicants will be notified of whether or not they have been selected for the short-list of Offerors reasonably susceptible of being selected for award.

No specific projects have been identified at this time. Project contracts will be awarded to Offerors on the short-list of Offerors reasonably susceptible of being selected for award on an “as needed” basis. Contracts will be awarded to Offerors on the short-list of Offerors reasonably susceptible of being selected for award on a rotating basis in a manner that is equitable to all firms selected and is in the best interest of the District. The District reserves the right to negotiate or solicit competitive price proposals from one or more of the short-listed firms selected to provide services under this contract or negotiate with the firm that it deems best suited to provide services on a given work order. The District may interview short-listed firms at its discretion for multiple projects or on a project by project basis. Should the District choose to reuse the documents from an existing District project, the District may award a contract to the firm or person who prepared the original documents. In awarding projects, the District may consider an Offeror’s workload at the time a future project is identified and the number of projects that the Offeror may have with the District at one time to help minimize the risk that multiple District projects would be delayed if the consultant is no longer able to perform or the parties decide to terminate their relationship with one another.

If the District begins contract negotiations with one of the short-listed Offerors but a contract satisfactory and advantageous to the District cannot be negotiated at a fee considered fair and reasonable, then the District may terminate negotiations with that Offeror and negotiations will be entered into with another firm on the short-list, and so on, until such a contract can be negotiated at a fair and reasonable fee.

U. Offeror Performance.

The successful Offeror(s) will be evaluated by the District over the duration of the contract period. Performance will be documented. Poor performance may result in the Offeror being disqualified on future RFQs.

V. Cancellation / Default of Contract.

Cancellation or Default of a contract shall be as prescribed in Attachment A, “Scope of Service, Form of Proposal, Selection Process and Form of Agreement.”

III. RFQ SUBMITTAL INSTRUCTIONS

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

A. Completion of Certification Form (Form 1) & Local and/or Disadvantaged Business Enterprise Development Information Form (Form 2)
1. Complete the attached **Certification Form**. Include a contact person for this RFQ with a phone number where that person may be reached. **Include this form as the first page of the submittal.**

2. Complete the **Local and/or Minority/Women Business Enterprise Development Information Form** (Form 2) with pertinent information for local, minority/Women/majority designation. Please also complete the “How Did You Hear About This RFQ?” section. This information is for statistical use only.

3. Complete all required documents within the **Forms Section** of this RFQ.

**B. RFQ Preparation and Submittal**

All Statements of Qualifications shall be submitted as described in the RFQ documents in the number of required copies and format:

1. Typewritten, single-spaced in a size, not smaller than 11 and not larger than 13 point font, and signed by an authorized representative of the Offeror. **ALL SIGNATURE SPACES MUST BE SIGNED BY THE RESPONSIBLE PRINCIPAL ESTABLISHED IN THE CERTIFICATION FORM (FORM 1).** Signatures must be original, penned in blue ink; facsimile, printed, copied or typewritten signatures are not acceptable. Smaller fonts may be used as necessary when completing forms, where allowable space is defined.

2. Submitted in a sealed package, which is plainly marked with the RFQ number and title, and date and time of the RFQ submittal deadline. The content of each Statement of Qualifications must be limited to one single binder or package.

3. Submitted on statement forms as included in this RFQ and in accordance with instructions stated above and within the provisions of all Attachments.

4. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the date and time of the RFQ submittal deadline. Whether sent by mail or by means of personal delivery, the Offeror assumes the risk for having the Statement of Qualifications deposited on time and at the place specified on the first page of this RFQ. Offerors are responsible for ensuring that their Statement of Qualifications are stamped by Purchasing Department personnel before the submittal deadline indicated.

5. Statements of Qualifications or any portions thereof submitted by facsimile or email transmission will not be accepted.

6. Statement of Qualifications are an irrevocable offer for a period of ninety (90) days from the date of the RFQ submittal deadline.

Offerors are encouraged to review carefully all provisions and attachments of this document prior to submission. Each Statement constitutes an offer and may not be withdrawn or modified except as provided herein. Offerors shall provide the original and specified number of copies of Statements containing all pertinent documentation. The District assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the Statement.
IV. SCCPSS RFQ FORMS

The Savannah-Chatham County Public School System (SCCPSS) Forms listed below are a part of this RFQ. In order for a Statement of Qualifications to be considered responsive, Forms 1 thru 10 must be fully completed, executed, and submitted as a part of the Statement. Failure to submit and execute the forms will render a Statement non-responsive. The actual Forms are found at the end of this RFQ, subsequent to any Sections that follow this Section, IV. "SCCPSS RFQ FORMS."

FORM 1: **CERTIFICATION FORM:** Certifies that the offeror 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 offerors.

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 AND MWBE DEVELOPMENT DOCUMENTATION:** Required to assist District in evaluating good faith efforts of Offerors.

FORM 5: **DISCLOSURE OF RESPONSIBILITY STATEMENT:** Certifies and documents Offeror’s ability or responsiveness to provide services in accordance with governmental business practices.

FORM 6: **CONTRACTING AFFIDAVIT AND AGREEMENT:** Required by O.C.G.A. § 13-10-91 for all firms providing service(s) to public sector entities. This form requires compliance regarding hiring and verification of employees.

FORM 7: **FORM OF BUSINESS DISCLOSURE STATEMENT:** Confirms identity and legal status of Offeror.

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 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 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.

V. ATTACHMENTS TO RFQ:
The following listed attachments to this RFQ, including any exhibits attached thereto, are a part of this RFQ as if included herein the main body of this RFQ verbatim.

Attachment A: SCOPE OF SERVICES, FORM OF PROPOSAL, SELECTION PROCESS AND FORM OF AGREEMENT (including exhibits attached thereto)
CERTIFICATION FORM  
RFQ C16-23 (ESPLOST)

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

The Offeror in response to this RFQ is hereby stipulated to be none other than*:  

<table>
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<tr>
<th>Company</th>
<th>Federal Taxpayer ID No.</th>
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<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tr>
<th>Phone No.</th>
<th>Fax No.</th>
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<tr>
<th>Responsible Principal</th>
<th>Phone Number of Responsible Principal</th>
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</table>

*If the Offeror 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 RFQ. 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 RFQ.

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

<table>
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<tr>
<th>Contact Person for this RFQ</th>
<th>Phone Number of Contact Person</th>
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</table>

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

This is to certify that I, the undersigned Offeror, have read the instructions to Offeror and agree to be bound by the provisions of the same, this __________ day of ____________________, 201______, by:

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<th>Responsible Principal</th>
<th>Title</th>
<th>Authorized Signature</th>
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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 RFQ 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 R, "Development of Local and Minority / Woman Business Enterprises" for information to assist in completing this Form.

OFFEROR: ___________________________ RFQ #C16-23 (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 RFQ?
(This information is for statistical use only.)

___ City of Savannah, Department of Economic Development
___ Received Request for Qualifications 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 RFQ FORM 2
**LOCAL AND MWBE GOOD FAITH EFFORTS REQUIREMENTS**

Offerors are required to submit with the Statement, 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 Offeror will include, but not limited to, the following:

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<tr>
<th>Effort Description</th>
<th>YES or NO. Please explain:</th>
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<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>
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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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<tr>
<td>Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors</td>
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</tr>
<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 RFQ FORM 3**
**LOCAL AND MWBE DEVELOPMENT DOCUMENTATION**

**Project Name:** “As Needed” Civil, Surveying & Environmental Services (Annual Contract)

**RFQ #:** C16-23 (ESPLOST)

Enter below documentation of efforts made by the Offeror 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.

Company __________________________ Name, Title __________________________ Authorized Signature __________________________ Date __________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE __________ DAY OF __________, 2014

____________________________________ 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 4."

**SCCPSS RFQ FORM 4**
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

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

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

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

I, ______________________________, of ______________________________
Name of Individual, Title & Authority Company Name

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

________________________________________   ________________
Authorized Signature State of ______________________________

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 RFQ FORM 5

---

RFQ C16-23 (ESPLOST) "As Needed" Civil, Surveying & Environmental Services (Annual Contract)
December 20, 2015
CONTRACTING AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on ____________, 201_ in ______________________ (city), ___________ and (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

My Commission Expires:

DO NOT include any attachments to this form.

SCCPSS RFQ 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 Offeror 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 Offeror must be licensed to perform the Services solicited by this RFQ. Attach to this Form a copy of the Offeror's Georgia Professional'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 Offeror. Also, if Offeror 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 Offeror from the municipality where it is located**. See Section L, "Offeror's Essential Credentials and Business Structure," for additional information.

The Offeror must meet certain minimum insurance requirements at the time a Statement of Qualifications is submitted. Attach to this Form written insurance certificates of current existing policies and coverages**, and attach also a letter from insurer stating that the Offeror can provide the required limits of insurance specified by this RFQ pending award of a contract. See Section O, "Insurance and Bonding Requirements," for additional information.

Name of Qualifying Agent for the Georgia Architectural and/or Engineering Professional's license of the Offeror, and license number:

Full Name: ____________________________ License Number: ____________________________

Name, Title ____________________________ Authorized Signature ____________________________ Date ____________________________

Company ____________________________

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

__________________________________________ Notary Public; My Commission Expires: ____________________________

Attachments to this form must be marked clearly on each page with the words, "Attachment to Form 8."

**At least five(5) attachments to this Form are REQUIRED.

SCCPSS RFQ FORM 7

RFQ C16-23 (ESPLOST) "As Needed" Civil, Surveying & Environmental Services (Annual Contract) December 20, 2015
**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 RFQ 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 ("SCCPS") 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 RFQ 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 [name of contractor] and [name of employer] 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 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 ______________, 201__.

NOTARY PUBLIC
My Commission Expires:

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

SCCPSS FORM RFQ 10
ATTACHMENT “A”

“As-Needed” Civil, Surveying & Environmental Services (Annual Contract)

SCOPE OF SERVICES, FORM OF PROPOSAL, SELECTION PROCESS
AND FORM OF AGREEMENT

RFQ #C16-23 (ESPLOST)

1.0 CONE OF SILENCE:

A “Cone of Silence” is imposed upon this Request for Qualifications (RFQ) 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 offeror for this solicitation, including any persons affiliated with or in any way related to a prospective offeror, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the statements for qualifications (proposals), 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 offerors from circumventing the process for selection set forth in this RFQ.

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 offerors selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the statement of qualifications 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 offeror may result in the rejection of the prospective offeror’s response and disqualify the prospective offeror 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 PURPOSE:

The Savannah-Chatham County Public School System, on behalf of the Board of Public Education for the City of Savannah and the County of Chatham (the “Board” or “District”), is soliciting proposals from engineering and surveying firms (the “Consultant”), authorized to do business in the State of Georgia, with experience in Civil Engineering, Site Development Consulting, and Property Surveying and Environmental Hazard Assessment and Permitting.

The District reserves the right to reject all statements of qualifications (proposals) or any statement of qualification (proposal) that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this RFQ at any time before the Board of Education awards a contract for any reason.

The purpose of this Request for Qualifications is to solicit qualifications for the purposes of entering into contracts through competitive negotiations for the “as needed” professional services of Engineering or Surveying firms, authorized to do business in the State of Georgia. The intent of this RFQ is to establish a list of qualified consultants to be utilized on an “as needed” and rotating basis. Projects will be assigned by rotating consultants on the list. The selected consultants shall provide professional services for the project as described in Section 6.0 of this document. This is a multi-year requirements type service. The
Savannah Chatham-County Public School System reserves the right to re-solicit proposals at any time if deemed to be in the best interest of the District.

3.0 PROJECT BUDGET:

Projects will be defined on an "as-needed" basis. A stated cost limitation will be determined for each task assigned under this Agreement. Funding may be from any of several accounts managed and maintained by the District including ESPLOST.

4.0 BACKGROUND:

The Savannah Chatham County Board of Education desires to engage Engineering and Surveying teams for future ESPLOST Programs and Capital Improvement Project requirements. The ESPLOST program includes the construction new or replacement Schools, additions or renovations at up to 60 school sites. The District desires to proceed with the necessary Site/Civil, Surveying and Environmental services to support District Construction Programs as well as any "as needed" Capital Improvement Construction (CIC) projects. All services provided will be in accordance with the Georgia State Department of Education Guidelines for Educational Facility Sites. The Engineering or Surveying firm is to be familiar with all Federal, State and Local code compliance with projects of this description and accommodate the City of Savannah, Georgia Department of Education, Georgia Department of Natural Resources; Savannah-Chatham County Public School System design criteria and current State Educational Standards.

5.0 SITE INFORMATION:

The project sites may be located at any of the existing 62 facilities currently maintained and operated by the District or at a new site(s) being purchased or developed by the District. All sites are located within the unincorporated and incorporated areas of Chatham County, Georgia. Consultant agreements and Purchase Orders will be issued on an "as needed" and by project basis.

6.0 SCOPE OF SERVICES:

In addition to conforming to typical local, state and federal requirements and industry standards, all services will be complete and sufficient to comply with Georgia Department of Education requirements for Risk Hazard Assessment of Educational Facility Sites and Educational Facility Site Selection and applicable portions of the Georgia State Finance and Investment Commission (GSFIC) Process Guide and Design Professional Contract Site Memorandum of the Design Professional Contract. (http://gsfic.georgia.gov/sites/gsfic.georgia.gov/files/imported/vgn/images/portal/cit_1210/31/11/80436652 GSFIC-AD-156%20(10-12-11).pdf). Other specific criteria will be specified on individual work order agreements as appropriate.

6.1 Offerors shall provide customary Site/Civil, Surveying and Environmental services which may include, but not be limited to:

6.1.1 Surveying: Including, but not limited to, site boundary and topographic surveys, American Land Title Association (ALTA) Surveys, underground utility location and survey, preparation of recordable plats and electronic database including GSFIC certifications, wetlands surveys and plats conforming to US Army Corps of Engineers criteria.

6.1.2 Site/Civil Engineering: Including, but not limited to, preparation of study maps and exhibits, preliminary layouts and site accommodation studies, evaluation of existing and required utilities, preliminary drainage analysis and floodplain studies, structural evaluation of existing facilities, preparation of Construction Documents, plans, specifications, cost estimates, design considerations and permit applications, preparation of preliminary site evaluations conforming with GA Department of Education Guidelines.

6.1.3 Landscape Architecture: Including, but not limited to; planning, design and permitting of athletic facilities, landscape and hardscape plans, site land use planning, and site signage design.
6.1.4 **Wetlands Delineation & Permitting:** Including, but not limited to; field delineation of jurisdictional areas, US Army Corps of Engineers Individual Permit applications, mitigation plans, endangered and threatened species surveys, and cultural resource surveys.

6.1.5 **Environmental Services:** Including, but not limited to; ASTM Phase I & II Environmental Site Assessment, GaDOE Risk Hazard Assessment or portions thereof, environmental database review and reporting, UST studies, ARCHIE Studies, ALOHA Studies, and Hazard mitigation plans.

The District reserves the right to request other customary Site/Civil, Surveying and Environmental services not specifically listed above on a case by case basis.

6.2 All work shall be performed under the direction and control of licensed professional Engineers, Architects, Surveyors or Professionals. All documents and reports shall bear the stamp or seal of the Professional.

6.3 Firms shall represent the District, if appropriate, by presenting necessary oral and/or graphic presentations to State, County or City Agencies or any other group having interest in the project.

6.4 All work shall be performed under individual work orders describing the scope of services, fees, deliverables and schedule to complete services.

6.5 Complete all forms and documents in formats required by the State Department of Education or any other State, County or City Agency.

6.6 **Period of Contract Performance:** All work shall be performed under a Site Specific Work Order, Contract and Purchase Order. Each Contract shall specify a schedule of work. The initial term of the contract shall be for one (1) year effective from the date of contract award. By mutual agreement of the successful offeror(s) and the District, the resultant contract may be extended for four (4) additional twelve (12) month periods. The Consultant must retain the GSFCIC prequalification throughout the entire performance period. Any renewal will be based on satisfactory performance by the offeror during the previous year as to quality of product, delivery, service, warranty and technical support. The selected offeror(s) agrees that the District shall have the right to place purchase orders referencing RFQ C16-23 as outlined herein. The resultant contract shall establish an annual contract for requirements as set forth in the RFQ.

6.7 The use of tobacco products, in any form, is prohibited on all School Board property.

6.8 Consultant(s) will comply with the Georgia Security and Immigration Compliance Act O.C.G. A. 313-10-91 and Georgia Department of Labor rule 300-10-1.02 which are conditions for contract award. All Consultants and Subconsultants are required to submit with their RFQ a copy of their Contractor and/or SubContractor Affidavit (Form 6 and Form 9) as proof of their registration and authorization to use the Federal work authorization program, commonly known as E-Verify, or any subsequent replacement program.

7.0 **QUALIFICATION REQUIREMENTS:** Firms must meet the following Requirements:

7.1 Firms must be experienced in providing Civil Engineering, Site Development Consulting, and Property and Land Surveying and Environmental Hazard Assessment and Permitting and Reporting and related studies in accordance with Georgia Department of Education and applicable local, state and federal requirements.

7.2 Firms must have an established satisfactory record of performance for a reasonable period of time to ensure that they can satisfactorily execute the services requested.

7.3 Proposals shall be signed by an authorized representative of the Engineer, Surveyor's, or Professional's Firm. The correct legal name of the entity that will perform the work shall be clearly stated. By submitting a Proposal, the firm certifies that all information provided in response to this
RFQ is true and accurate. Failure to provide information required by this RFQ will ultimately result in rejection of the Proposal.

7.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Engineers, Surveying, or Professional Firm's capabilities for satisfying the requirements of the RFQ. Emphasis should be on completeness and clarity of content.

7.5 Firms must be authorized to do business in the State of Georgia and must possess professional service registrations in accordance with applicable statutes, regulations, and rules.

7.6 Firms must be able to demonstrate financial strength appropriate to the scale of the project.

7.7 The selected firm will be required to meet the insurance requirements of the school District, as outlined in the attached Consultant Agreement.

8.0 STATEMENT OF QUALIFICATIONS:

Statements of Qualifications (proposals) must provide the required information and be submitted in the following order and format:

8.1 Be mechanically bound and should be limited to 8.5 inch x 11 inch pages printed on one side. Responses should be prepared simply and economically, providing a straightforward, concise description of the Engineering, Surveying or Professional Firm's capabilities for satisfying the requirements of the RFQ. Emphasis should be on completeness and clarity of content.

8.2 One (1) manually signed original (Clearly marked Original on the cover) with One (1) manually signed rate schedule (sealed in a separate envelope, clearly marked on the outside as "Rate Schedule", and five (5) copies of the RFQ shall be submitted. Absolutely no rates or fees are to be disclosed in the original or the five (5) RFQ copies. Hourly Rate Schedule (in separate sealed envelope) will identify the hourly rates for each firm or sub-consultant on your team. Hourly Rates must be "all inclusive" and include all labor, overhead, profit, per diem, travel expenses, licensing, insurance, taxes (as applicable), etc. Absolutely no add on fees or increase in hourly rates will be accepted for the term of the contract.

8.3 Proposals which have not been received by the school district on or before the scheduled receipt time as set forth in the RFQ will not be considered.

8.4 Include a letter of introduction and statement of interest, not exceeding one page, signed by an officer of the responding firm.

8.5 Table of Contents

8.6 Do not provide SF 330.

8.7 Any information thought to be relevant, but not specifically applicable to the Tab Sections below may be provided as an appendix to the submittal. Appendix may not be used as a place to continue other tab sections of the proposal subject to page limitations.

9.0 COMPLIANCE DOCUMENTS: TAB "A"

This is a compliance section and carries not evaluation points, however, Offerors must meet and document, herein, criteria as specified. Responses shall include the following:

9.1 The Offering Firm's Team (Offeror and Sub-consultants) licenses and registrations must be current in the State of Georgia at the time of submission.

9.2 Provide copy(ies) of the current State of Georgia licenses for the firm and proposed sub-consultants.
9.3 Provide copy(ies) of the current Business License/Tax Certificate for the firm and all proposed sub-consultants, or formal legal documentation with respect to conducting business in the State of Georgia.

9.4 Transmittal letter: No longer than one page, identifying who has the authority to enter into an agreement with the District and how they may be contacted.

9.5 General Information:
9.5.1 Company name, address, name of primary contact, telephone number, fax number, E-mail address and company website.
9.5.2 If the firm has multiple offices, identify office(s) from which project will be managed and this office's proximity to the project site.
9.5.3 Form of ownership (sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), or other structure), including state of residency or incorporation and number of years in business.
9.5.4 Has the firm been involved in any litigation in the past five (5) years? List any active or pending litigation and explain.
9.5.5 Provide Forms 1-10 with all Required Documents.
9.5.6 Provide a Completed W-9 Form.

10.0 INDIVIDUAL REVIEW:

Selection Committee Members shall use the RFQ Evaluation Form (Exhibit 2) to document their review and evaluation of the submission in accordance with the criteria listed below. The Purchasing Department staff will perform during the initial Administration Review a thorough check of:

11.0 SCORING CRITERIA:

11.1 PROJECT TEAM (25%): TAB "B"

11.1.1 Organizational Structure: Describe the firm's proposed organizational structure for the project team. List all key sub-consultants that may be used on a project assignment and designate all specific individuals and their roles on your team by submitting an organizational chart for the project team. Please list no more than two (2) names for each major discipline.

11.1.2 Team Leader: Please identify the individual who, from project start to finish, will be the leader of your team and the principal point of contact between your firm and the SCCPSS. Describe the level of authority this individual will have to act on behalf of the firm. Provide a detailed resume for this individual that highlights his/her education and professional registrations, experience in design of K-12 projects, experience in managing K-12 projects, and any other information that will demonstrate his/her leadership skills and ability to achieve customer satisfaction. For each project listed include specific information about the individual's role in the project and basic information about the engagement (Owner and current contact information, date completed, size and scope of work, project budget, etc.). Highlight any key problems solved or innovative or cost-saving solutions developed by the individual.

11.1.3 Project Team: Please provide one (1) page resumes for each person listed on the Organizational Structure. In addition to education and professional registrations/associations and accreditations, include specific experience in projects involving K-12 projects. For each project listed include specific information about the individual's role in the project and basic information about the engagement (Owner and current contact information, date completed, size and scope of work, project budget, etc.). Highlight any key problems solved or innovative or cost-saving solutions developed by the individual. Identify the project teams overall experience and certification types and levels of the E/G field personnel, including handling and reporting of discrepancies, and evidence of understanding the codes and standards for the project.
11.2 RELATED EXPERIENCE (25%): TAB “C”

Provide up to ten (10) one page project summary sheets that best illustrate the Project Team’s experience. Provide examples of projects of similar size, scope and features as those required on this project, to include:

- Project name
- Owner name and current contract name and information (including fax number)
- Dates of Service
- Description of Project
- Size of Project (physical and financial)
- Type of project delivery method
- Firm’s role in the project or scope of work
- Key individual on design team
- Owner feedback
- If constructed, who was the Contractor? Provide contact name and information (including fax number).

11.3 PROJECT DELIVERY APPROACH (10%): TAB “D”

Provide a brief narrative (no more than two pages) describing your firm’s approach to delivering professional services, communicating with the District, coordinating and managing sub-consultants, and delivering quality work. Highlight any unique equipment or competencies you plan to utilize to bring extra value to your services. Describe your approach to assuring and controlling quality in all aspects of the work. Describe your firm’s familiarity with typical site conditions encountered in the Chatham County area.

11.4 COST AND SCHEDULE CONTROL (15%): TAB “E”

Provide a summary, no more than two (2) pages, that describes you firm’s approach to controlling the cost and budgets and maintaining project schedules. Describe ways your services have saved time or money for past clients. What is your historic success rate with limiting costs? How often do Owners initiate change orders on your projects? What is your philosophy concerning value engineering?

11.5 REFERENCES (5%): TAB “F”

List client references for five (5) projects listed in Section 11.2 - Related Experience. Include the Owner name, addresses, telephone and facsimile numbers, and email addresses of key contact individuals with firsthand knowledge of your performance.

11.6 LOCAL BUSINESS EXPERIENCE(10%) AND MINORITY BUSINESS DEMONSTRATED EXPERIENCE(10%): TAB “G”

As part of the compliance review, staff from the Purchasing Department will review the Offeror’s past performance and the information requested in Sections 11.6.1, 11.6.2, and 11.6.3 below. The Selection Committee will evaluate Offeror’s history of actual achievement or participation by LMWBE firms on previous projects and its plan for this project.

11.6.1 Indicate if firm is a local business. (Reference RFQ, Part II, Section R. for definitions of local and MWBE businesses.)

11.6.2 For three to five similar projects, provide information summarizing the actual achievement of participation by LMWBE firms. Include owner reference information.

11.6.3 For this project, provide a narrative detailing the firm’s plans to maximize the utilization of qualified local, minority, and women owned business enterprises in compliance with Board policy.
12.0 CONSULTANT SELECTION PROCESS:

The District reserves the right to reject all Statements of Qualifications (Proposals) or any Statement of Qualification (Proposal) that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any Offeror, to cancel this RFQ (RFP), and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award the contract as a result of this RFQ (RFP).

The Selection Committee will receive and evaluate all Statements of Qualifications (proposals) submitted in response to this RFQ. Offerors and their proposals that meet the minimum Qualification Requirements of Section 7 above, comply with the formatting requirements of Section 8 above, and submit satisfactory compliance documents required by Section 9 above, will be evaluated using the criteria described in Section 11 above to come up with a list of short-listed Offerors reasonably susceptible of being selected for award. All applicants will be notified of whether or not they have been selected for the short-list of Offerors reasonably susceptible of being selected for award.

No specific projects have been identified at this time. Project contracts will be awarded to Offerors on the short-list of Offerors reasonably susceptible of being selected for award on an "as needed" basis. Contracts will be awarded to Offerors on the short-list of Offerors reasonably susceptible of being selected for award on a rotating basis in a manner that is equitable to all firms selected and is in the best interest of the District. The District reserves the right to negotiate or solicit competitive price proposals from one or more of the short-listed firms selected to provide services under this contract or negotiate with the firm that it deems best suited to provide services on a given work order. The District may interview short-listed firms at its discretion for multiple projects or on a project-by-project basis. Should the District choose to reuse the documents from an existing District project, the District may award a contract to the firm or person who prepared the original documents. In awarding projects, the District may consider an Offeror's workload at the time a future project is identified and the number of projects that the Offeror may have with the District at one time to help minimize the risk that multiple District projects would be delayed if the consultant is no longer able to perform or the parties decide to terminate their relationship with one another.

If the District begins contract negotiations with one of the short-listed Offerors but a contract satisfactory and advantageous to the District cannot be negotiated at a fee considered fair and reasonable, then the District may terminate negotiations with that Offeror and negotiations will be entered into with another firm on the short-list, and so on, until such a contract can be negotiated at a fair and reasonable fee.

13.0 CONTRACT PERFORMANCE PERIOD:

The selected firm(s) shall provide professional services for the project as described in Section 6 of this document. This is a multi-year requirements type service. Performance period will be for an initial one year term with the option to renew for three(3) additional one year terms. The Savannah Chatham-County Public School System reserves the right to re-solicit proposals if deemed to be in the best interest of the District.

14.0 SCHEDULE:

14.1 Pre-proposal Conference: A Pre-Proposal Conference will be held on January 14, 2016 at 10:00 A.M., in Room 303 of the Savannah-Chatham County Public School System's Central Offices Building, located at 208 Bull Street, Savannah, Georgia 31419. Bidders are encouraged to attend.

14.2 Statements of Qualifications will be accepted up to the Deadline for submission of RFQs as noted in the Schedule of Events in paragraph 14.3 and shall be delivered to and stamped by the District's Purchasing Department, to the attention of Mrs. Sabrina Scales, Purchasing Director, 208 Bull Street, Room 213, Savannah Georgia, 31401. Late proposals will not be accepted and will be returned to the Offeror unopened.
14.3 Schedule of Events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>District issues public advertisement of RFQ</td>
<td>12-20-15</td>
<td></td>
</tr>
<tr>
<td>Pre-Proposal conference will be conducted in Room 303 of the Savannah-Chatham County Public School System's Central Offices Building, located at 208 Bull Street, Savannah, Georgia 31419.</td>
<td>1-14-16</td>
<td>10:00 A.M.</td>
</tr>
<tr>
<td>Request for interpretations cutoff date</td>
<td>1-15-16</td>
<td>5:00 P.M.</td>
</tr>
<tr>
<td>Addenda cutoff date</td>
<td>1-19-156</td>
<td>5:00 P.M.</td>
</tr>
<tr>
<td>Deadline for submission of RFQ's</td>
<td>1-26-16</td>
<td>3:00 P.M.</td>
</tr>
<tr>
<td>District completes evaluation and issues notification to Short-listed firms</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>District conducts a pre-proposal conference for Short-listed firms at site</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Deadline for submission of written questions from Short-listed firms</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>District response to all requests for interpretation from Short-listed firms</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Interviews/Presentations from Short-listed firms</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Intent to Award Letters Issued</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Award Recommendation presented to Board</td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

14.4 The above schedule of Events represents the District's best estimate of the schedule to be followed. The District reserves the right to adjust the schedule as it deems necessary.

15.0 LIST OF EXHIBITS

Exhibit 1: Standard Consultant Agreement
Exhibit 2: RFQ Evaluation Form

END OF RFQ
This Agreement is entered into as of _____, 2015, by and between the Board of Public Education for the City of Savannah and the County of Chatham, acting for the Savannah-Chatham County Public School System, with an office at 208 Bull Street, Savannah, Georgia 31401 (hereinafter referred to as “SCCPSS”) and ______________________ (“Consultant”).

WITNESSETH

WHEREAS SCCPSS has the authority to make contracts and to execute all instruments necessary or convenient, as well as the authority to employ such other experts, agents and employees as may be in the SCCPSS’ judgment necessary to carry on properly the business of the SCCPSS; and

WHEREAS the SCCPSS is desirous of obtaining professional and expert consulting services related to ______________________, as described in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as the “Services”); and

WHEREAS, Consultant has the knowledge, skill, experience, diligence and ability to provide or perform the Services for the benefit of the SCCPSS; and

WHEREAS, Consultant and SCCPSS desire to enter into and conduct business under this Agreement as independent contractors and not as employees, agents of, partners with, or as a joint venture with each other.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCCPSS and Consultant hereby agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, the SCCPSS hereby engages Consultant as an independent contractor to perform the Services identified in Exhibit A, and Consultant hereby accepts such engagement.

2. Term and Termination.

2.1. Term. The “Term” of this Agreement will begin on ___________ (hereinafter referred to as “Effective Date”) and continue until the date on which the Services are completed (hereinafter referred to as “Termination Date”), unless terminated earlier under the provisions of this Agreement.

2.2. Renewals. Thereafter, the Agreement may be renewed at the sole discretion of SCCPSS for four (4) additional Terms of up to one year each; provided however that during any such renewal Term the project is completed or the SCCPSS determines that the Project no longer requires the Services provided by Consultant, then SCCPSS may terminate this Agreement without further obligation by providing the termination notice as set forth below. The terms and conditions of this Agreement shall apply during any renewals of the Term.
2.3. Termination.

2.3.1. **Termination for Convenience.** SCCPSS may at any time, and for any reason or without any reason or cause, terminate this Agreement by written notice to the Consultant specifying the termination date, without cause and irrespective of whether or not Consultant 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 written notice. In such case, the Consultant shall receive proper compensation for such services that have been satisfactorily performed by the Consultant up to the date of termination of this Contract.

2.3.2. **Termination for Cause.** In the event that any provisions of this Agreement are violated by the Consultant, SCCPSS may terminate this Agreement by serving written notice to the Consultant that it is in default and specifying the termination date of the Agreement. SCCPSS, in its sole discretion, may elect to grant a cure period, but it is not obligated to do so. In the event of such a termination, SCCPSS shall not have any further obligation whatsoever to Consultant as of the effective date of the termination. In addition to the basis for termination set forth previously, SCCPSS may terminate this Agreement, in whole or in part, immediately, without notice, if: (a) SCCPSS deems that such termination is necessary to prevent or protect against fraud or otherwise protect the health, life, or property of SCCPSS, the State of Georgia or the general public; or (b) Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the SCCPSS, is guilty of serious misconduct in connection with performance hereunder, or breaches any material provisions of this Agreement.

2.3.3. **Termination by Consultant.** Consultant may terminate this Agreement, with or without cause, upon 30 days written notice to SCCPSS.

2.3.4. **Surrender of Documents Upon Termination.** Upon termination of this Agreement for any reason, all instruments of service, including all drawings, models, specifications and other documents relating to the design of the Work shall be surrendered forthwith by the Consultant to the Owner. In such case, the Consultant shall receive proper compensation for such services that have been satisfactorily performed by the Consultant up to the date of termination of this Contract. In the event of a dispute, proper compensation shall be determined by an independent auditor, to whom the Consultant shall have no reasonable objection, selected and paid for by the Owner. The Owner may take over the services to be provided hereunder and may prosecute the same to completion by Contract or otherwise, and the consultant shall be liable to the Owner for any excess cost occasioned the Owner thereby.

3. **Fees.** SCCPSS shall pay the Consultant a Unit Price Not to Exceed $ for completion of the Services contemplated under this Agreement in accordance with the terms below.

3.1. **Reimbursable Expenses.** Reimbursable expenses shall be allowed in accordance with the paragraph checked below:

- [ ] a. During the term of this Agreement, the Consultant shall bill and the SCCPSS shall reimburse Consultant for reasonable and ordinary pre-approved out-of-pocket expenses which are incurred in connection with the performance of the Services hereunder, as long as SCCPSS' prior approval is obtained prior to incurring the expense. If reimbursable travel expenses are approved in advance in writing by SCCPSS, such reimbursable expenses will be paid in accordance with the State travel regulations issued by the State Auditor, a copy of which is available at: http://sao.georgia.gov/state-travel-policy and are incorporated herein by reference and made a part of this Agreement.
b. Consultant will be reimbursed for travel necessary to perform the Services requested in this Agreement in accordance with State and SCCPSS travel policies, procedures and prevailing per diem rates which may be found at: http://sao.georgia.gov/state-travel-policy and are incorporated herein by reference and made a part of this Agreement. Consultant shall provide receipts or other proof of actual cost incurred prior to receiving reimbursement.

c. No expenses shall be reimbursed.

Payments. Payments shall be made as follows:

3.1.1. Invoices. Compensation for services shall be based upon an invoice submitted to SCCPSS for payment that corresponds to the percentage of completion of the Services. Invoices for fees for Services and associated approved reimbursements shall be submitted monthly to SCCPSS for payment and shall show actual billable hours. Payments to Consultant will normally be made within thirty (30) days of receipt by SCCPSS of a complete and proper invoice.

3.1.2. Complete Services. Final payment for Services shall not be due and payable until the SCCPSS has accepted and approved the Services as complete.

3.2. Maximum Amount Payable for Fees. Payment for the completion of Services contemplated under this Agreement shall not exceed $_______ (the "Not-to-Exceed Amount"). In no event shall SCCPSS be liable for fees or reimbursements in excess of the Not-to-Exceed Amount.

4. Independent Contractor. Both SCCPSS and Consultant agree that Consultant will act as an independent contractor in the performance of Services under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Consultant's activities in accordance with this Agreement, including by way of illustration but not limited to: Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. Consultant acknowledges and agrees that Consultant shall be responsible for and provide the appropriate insurance coverage for any injury of any nature suffered by Contractor or its employees that may occur in the performance of services under this Agreement.

5. Warranty. Consultant hereby expressly warrants that the Services to be performed hereunder will be performed in a workmanlike manner, that all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services are provided, and that Consultant shall comply with SCCPSS's reasonable confidentiality and security requirements while on SCCPSS's premises. In addition, Consultant represents and warrants that the Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein, "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or at any later date.

6. Ownership, Copyright, License and Assignment. All work product, information data, or documents produced hereunder by the Consultant and his sub-consultants shall be delivered to SCCPSS, and title thereto shall vest in SCCPSS regardless of the stage to which the development of the study may have progressed. In addition, the Consultant hereby expressly assigns, transfers and otherwise quitclaims to the SCCPSS, its heirs and assigns forever, all right, title and interest, including all copyrights and all termination/renewal rights is such copyrights and all causes of action accruing
under such copyrights, in all studies, study calculations, drawings, specifications, other data, embodiments of such studies, documents or other works of authorship produced hereunder by the Consultant, his employees, and his sub-consultants. The Consultant further warrants that this transfer of copyrights and other rights is valid against the world. Finally, reproducible copies of all work products and other technical data shall be furnished to the SCCPSS without cost whether the work for which they are made be executed or not. The Consultant may make and retain for its use such additional copies as it may desire.

7. Confidentiality. The Consultant’s employees, agents and subcontractors may have access to confidential data maintained by the SCCPSS to the extent necessary to carry out the Consultant’s responsibilities under the Contract. The Consultant shall presume that all information received pursuant to the Contract that is not publicly available is confidential unless otherwise designated by SCCPSS. No reports, information or other material given to Consultant by SCCPSS or prepared by the Consultant under this Contract shall be made available by the Consultant to any person not on the project team without the prior written approval of SCCPSS, unless otherwise required by law.


From insurers authorized to provide the required insurance in Georgia, the Consultant shall provide the following kinds of insurance in the minimum amount of coverage set forth below, to cover all loss and liability for damages on account of bodily injury, including death there from, and injury to or destruction of property caused by or arising from any and all operations carried on and any and all work performed by the Consultant under this Contract. Within ten calendar days after execution of the Contract and during the entire period of the Consultant’s responsibility under the Contract, the Consultant shall maintain professional liability insurance for claims arising from the negligent performance of professional services under this Contract as provided herein. The Consultant shall file with the District a Certificate of Insurance from an insurance company rated at least A- by Best’s and licensed to do business in the State of Georgia showing evidence of insurance as follows:

8.1 Liability Insurance. Within ten days after execution of this Contract and during the entire period of the Contract, the Consultant shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the services, the Consultant shall maintain a commercial general liability policy covering his Services. The Consultant shall file with the SCCPSS a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than $1,000,000 per occurrence. Any deductibles and self-insurance retention may not be greater than $25,000.

8.2 Workers Compensation Insurance. Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain Workers Compensation insurance in the statutory amounts required. The Consultant shall file with the SCCPSS a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

8.3 Commercial General Liability Insurance: Commercial General Liability Insurance of a least $1,000,000 per occurrence, including Automobile Comprehensive Liability Coverage with Bodily Injury in the minimum amount of $100,000 each occurrence; to cover vehicles, owned, leased or rented by the Consultant. The Consultant shall require its consultants to maintain Commercial General Liability Insurance with business automobile liability coverage with companies and limits as stated above. The Commercial General Liability policy shall name as additional insureds the SCCPSS, the Savannah-Chatham County Board of Education, and all of their respective Board Members, officers, employees, and agents, including, but not limited to, the SCCPSS’s Program Manager, Parsons Environment & Infrastructure Group, Inc. and all of its officers, employees, and agents who are acting on behalf of the SCCPSS.
8.4 Insurer's Endorsement: Each Certificate of Insurance shall bear an endorsement in words exactly as follows:

Insurer agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty calendar days (ten calendar days for nonpayment of premium) after written notice by United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the party to be notified at such party's address as follows:

Savannah-Chatham County Public School System
208 Bull St., Room 305
Savannah, GA 31401

Facilities Construction
208 Bull St., Room 305
Savannah, GA 31401

8.5 Insurance Premiums and Deductibles: The Consultant shall pay the insurance premiums. If additional insurance coverage is required, an amendment to this Contract shall be executed and the additional cost of the insurance shall be paid by the District as a reimbursable cost. All deductibles shall be paid by the Consultant.

8.6 Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

9. Indemnification

9.1 Consultant hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and hold harmless the SCCPSS, the Board of Education, and their Board Members, officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury (including death), property damage related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Consultant, its agents, employees, subcontractors, or others working at the direction or on behalf of Consultant. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties is partially responsible for the events giving rise to the claim, Consultant's indemnification hereunder shall apply only to the extent that Consultant contributed to the events. It is not the intent of the Parties that Consultant will be required to indemnify the Indemnitees for claims arising solely from the negligence of the Indemnitees.

9.2 Consultant hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and hold harmless the Indemnitees, of and from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, made by any third party alleging that any Equipment or Services as provided by Consultant infringes a third party's Intellectual Property rights. Consultant shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section to the extent that such third party claim, suit, or other demand arises out of or relates to: (i) Consultant's compliance with SCCPSS' written directions or specifications; (ii) a modification of the Services and/or Deliverables that is inconsistent with the terms of this Agreement; or (iii) information, data, or other content not provided by Consultant. With respect to any pending or threatened claim, suit or other demand as to which Consultant is the indemnifying party, Consultant shall obtain for SCCPSS the right to continue using the Services and/or Deliverables or alternatively replace or modify the Services and/or Deliverables so that they are functionally equivalent but non-infringing.
9.3. Consultant shall, at its expense, be entitled to and shall have the duty to participate in the
defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or
damage entered into by Consultant shall be binding upon Indemnitees unless approved in writing
by Indemnitees.

9.4. Consultant's obligation to indemnify any Indemnitees will survive the expiration or termination of
this Agreement by either party for any reason.

10. Drug-Free Work Place and Use of School Facilities

10.1. If Consultant is an individual, he or she hereby certifies that he or she will not engage in the
unlawful sale, distribution, dispensation, possession, or use of a controlled substance or
marijuana during the performance of this Agreement.

10.2. If Consultant is an entity other than an individual, it hereby certifies that a drug free work
place will be provided for the Consultant's employees during the Term of this Agreement; and
that Consultant's agents, employees, subcontractors, or others working at the direction or on
behalf of Consultant shall not engage in the unlawful sale, distribution, dispensation,
position, or use of a controlled substance or marijuana during the performance of this
Agreement.

10.3. Consultant or this Agreement may be suspended, terminated, or debarred without further
obligation on behalf of the SCCPSS, if it is determined that this paragraph has been violated.

10.4. The use of tobacco products in any form is prohibited on all school Board property.

11. Vendor Lobbyist Certification. Consultant hereby certifies that, as of the Effective Date of this
Agreement, any lobbyist employed by Consultant has registered with the Georgia State Ethics
Commission and applicable laws. This Agreement may be declared void at SCCPSS’ sole discretion,
if it is determined that Consultant has made false certification hereinafore or has violated any
applicable laws governing the use or registration of lobbyists.

12. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in
writing and either transmitted via overnight courier, electronic mail, hand delivery, certified or
registered mail, postage prepaid and return receipt requested to the parties at the following
addresses. Notices will be deemed to have been given when received, except that a notice sent by
certified mail with proper address and postage shall be deemed to have been given at the time the
notice is mailed. The SCCPSS may designate a Program Manager to administer the project and this
contract. The Program Manager may also be designated as the SCCPSS representative.

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<th>To SCCPSS</th>
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<td>Savannah-Chatham County School System</td>
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<td>c/o Facilities Construction</td>
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<td>208 Bull St., Room 305</td>
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<td>Savannah, GA 31401</td>
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13. Waiver and Severability. The waiver by either party of any breach of any provision contained in this
Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the
same or any other provision contained in this Agreement. Any such waiver must be in writing in order
to be effective, and no such waiver or waivers shall serve to establish a course of performance
between the parties contradictory to the terms hereof. All provisions of this Agreement are severable,
and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability
of the remaining provisions. The remaining provisions will be construed in such a manner as to carry
out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.

14. Assignment. Consultant shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the SCCPSS.

15. Applicable Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles. Any lawsuit or other action based on a claim for the breach of this Agreement or arising from this Agreement shall be brought in a Georgia court of competent subject matter jurisdiction located in Chatham County, Georgia. Consultant agrees in advance to consent to personal jurisdiction in a Georgia court of competent subject matter jurisdiction located in Chatham County, Georgia, and waive any defense of lack of personal jurisdiction in such court. Consultant further agrees that a Georgia court of competent subject matter jurisdiction located in Chatham County, Georgia, will be a proper venue for any action for the breach of this agreement or any action otherwise arising out of this agreement and agrees in advance to waive the defense of improper venue in such court.

16. Compliance with Department of Education and SCCPSS Policies. Consultant agrees to comply with all Georgia Department of Education and SCCPSS Policies that apply to the performance of work under this Agreement. Consultant further agrees to execute any forms required by the Department of Education, including but not limited to, forms necessary for the SCCPSS to receive funds from the Department of Education for SCCPSS Projects. To the extent required by the state Department of Education services hereunder shall be subject to the Mandatory Addendum as published by the Georgia Department of Education. The provisions of such Addendum (if applicable) shall control over any inconsistent provisions in this Agreement. The Mandatory Addendum and other Department of Education Forms can be found at [http://www.gadoe.org/Finance-and-Business-Operations/Facilities-Services/Pages/Facilities-Services-Resources.aspx](http://www.gadoe.org/Finance-and-Business-Operations/Facilities-Services/Pages/Facilities-Services-Resources.aspx).

17. Entire Agreement. This Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of SCCPSS or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above.

18. Immigration Reform Compliance. Consultant certifies its compliance with the federal work authorization program commonly known as E-Verify, or any subsequent replacement program. Consultant further agrees that it will contract for the physical performance of services in satisfaction with this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Consultant warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of services in satisfaction of this contract.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date set forth above.

[Signatures on next page]
Board of Public Education for the City of Savannah and the County of Chatham

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

By: ________________________________

Name: Rebecca McClain

Title: Chief Financial Officer

Date: ________________________________
EXHIBIT A
Scope of Services

Contract No: RFQ C16-23 (ESPLOST)

The SCCPSS Representative for this Agreement is: ___________

**General Consulting Services** - The Consultant shall provide Civil, Surveying and Environmental Services as described in RFP C16-23 (ESPLOST) – Civil, Surveying & Environmental Services (Annual Contract), which is hereby incorporated by reference. In the event of conflict with any services as proposed by the Consultant, the requirements of the Request for Proposal shall govern.

The Consultant shall provide ______________________. Payment made on unit price basis for actual services rendered. The parties also agree that any provisions of the Letter Agreement/Fee Proposal shall not be applicable to this Consulting Services Agreement and that in the event of a conflict between the terms of the Letter Agreement and this Consulting Services Agreement, this Agreement shall control.
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**Evaluation Criteria**

SCCPS EXHIBIT 2

RFP C16-23 (ESP/LQO) "AS NEEDED" CIVIL SURVEYING AND ENVIRONMENTAL SERVICES (ANNUAL CONTRACT)