June 23, 2019

Ladies and Gentlemen:

The Savannah-Chatham County Public School System ("SCCPSS") would like to take this opportunity to announce that it is requesting bids for **Bid #C20-03 (ESPLOST/General Funds) Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract).**

Enclosed is an Invitation to Bid ("ITB") packet, which provides instructions for the submission of Bids and identifies the goods and/or services requested by the SCCPSS. All Bids should be delivered to the SCCPSS Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401.

Bids will be accepted no later than 11:00 AM on Thursday, July 25, 2019, at which time they will be publicly opened and examined. **Time is of the essence, and any bid received after this deadline for submission, whether by mail or otherwise, will not be accepted.** Bidders are responsible for ensuring that their bids are timely received and stamped by Purchasing Department personnel. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled deadline.

**THERE IS NO PRE-BID CONFERENCE SCHEDULED FOR THIS SOLICITATION.**

All bids must be submitted in a sealed envelope with the bid name, number, and closing date and time clearly marked on the outside envelope. **No additional information should be written on the outside of the envelope.** If bid materials require additional envelopes, then all packages must be combined together and marked as described above. A copy of the bid tabulation will be posted on the District’s website within seventy-two (72) hours after the closing date.

Please include with your bid all documents requested by this solicitation, including, but not limited to, a copy of your firm's current business license and certificate of insurance. **Failure to include all of the information and/or documents requested by this solicitation could result in the bid not being considered by the SCCPSS.**

If you have any questions concerning this solicitation, please submit them in writing to Joan Carter, Lead Purchasing Agent, at the address above or fax them to (912) 201-7648. Please note that all communications relating to this solicitation must be directed to the Purchasing Department pursuant to SCCPSS policy.

If a bidder is unable to submit a bid at this time but would like to remain on the list of potential vendors for the SCCPSS, please complete and return only the "No Bid Statement Form" included with this ITB packet and clearly mark the outside of the envelope with the words "No Bid."

Thank you for your interest in providing goods and services to the SCCPSS.

Sincerely,

[Signature]

Sabrina L. Scales, CPPB
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"
INVITATION TO BID (ITB): #C20-03  
(ESPLOST/General Funds)  
Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract)

I. INTRODUCTION

The Board of Public Education for the City of Savannah and the County of Chatham (the “District”), the body corporate responsible for public education in Chatham County, which is commonly known as the Savannah-Chatham County Public School System (“SCCPSS”), seeks sealed bids as specified in this Invitation to Bid (“ITB”).

It is worth noting at the outset that this Invitation to Bid is a competitive sealed bidding process. The contract, if one is awarded at all, will be awarded to the responsible and responsive Bidder by means of the award process described in “Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.”

Vendors who wish to be awarded a contract by the District to provide the goods and/or services requested by this ITB shall be referred to herein as the “Bidder(s).” To be considered for an award of a contract under this ITB, Bidders should carefully read this solicitation document, which is called Invitation to Bid (ITB): #C20-03 (ESPLOST/General Funds) Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract), and all of the forms, product specifications, service requirements, contract documents, or other materials that may be attached hereto or referenced herein. This ITB and the associated documents identify the goods/and or services requested by the District, contain the instructions for preparing and submitting bids, and outline the process by which the District will award a contract for those goods and/or services, if it decides to award a contract at all.

II. GENERAL TERMS AND CONDITIONS FOR THIS ITB

A. A “Cone of Silence” Applies to this ITB.

A “Cone of Silence” is imposed upon this ITB after advertising and terminates at the time the District awards a contract. Except as specifically set forth below, the Cone of Silence prohibits any communications in any form (whether written, oral, or electronic) by, or on behalf of, a prospective Bidder for this solicitation, including any persons affiliated with or in any way related to a prospective Bidder, with any District employee, any member of the elected Board of Education that serves as the District’s governing body, the Superintendent or her staff, and any other persons involved in evaluating the bid, such as program managers or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular Bidder or Bidders and to prevent prospective Bidders from circumventing the process for selection set forth in this ITB.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing’s designees, at pre-bid conferences, site visits (as applicable), presentations before selection committees, contract negotiations with bidders selected for award, or at other times expressly allowed by this solicitation. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid 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 bidder may result in the rejection of the bidder’s response and disqualify the bidder from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District’s Purchasing Department.
B. The Goods and/or Services Requested by the District.

The goods and/or services requested by the District in this ITB are described in more detail in "Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements," which is incorporated into this ITB by this reference.

C. The Advertising Dates for this ITB.

This ITB is being advertised on the Purchasing Department page of the District website www.sccpss.com, and on the Georgia Procurement Registry (GPR) from June 23, 2019 until the deadline for submitting bids.

This Invitation to Bid (ITB) is also being advertised in the Savannah Morning News, the newspaper for legal notices in Chatham County, on the following dates:

Sunday, June 23, 2019, and
Sunday, July 7, 2019.

D. Pre-Bid Conferences Held by the Purchasing Department.

No Pre-Bid conference is scheduled for this ITB.

Bidders should also be advised that other District ITBs may require attendance at a pre-bid conference as a condition to being deemed a "responsive" and "responsible" bidder eligible for a contract award.

E. The Deadline for Submitting Bids in Response to this ITB.

Bidder must submit any bids in response to this ITB, unless extended by the District, no later than:

11:00 AM Thursday, July 25, 2019

Time is of the essence, and any bid received after this deadline for submission, whether by mail or otherwise, will not be accepted. Bidders are responsible for ensuring that their bids are timely received and stamped by Purchasing Department personnel. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled deadline.

This deadline may be extended for all prospective bidders within the discretion of the Director of the Purchasing Department or her designee for any reason. A non-exclusive list of reasons why the deadline may be extended include: the issuance of addenda to this ITB or the associated specifications, a total absence of bids, District closure due to inclement weather, etc. The Director of the Purchasing Department will either extend the deadline for all bidders or not all.

Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

Bids cannot be modified after the submission deadline, as may be extended by the Purchasing Department. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The District reserves the right to request information or respond to inquiries for clarification purposes only.

F. Delivery and Submission of Bids.

Bidders shall timely deliver bids in person, by mail, or by a commercial delivery service, such as Federal Express or UPS, to the following address:
The Savannah Chatham County Public School System
Purchasing Department
208 Bull Street, Room 213
Savannah, Georgia, 31401

G. Receipt and Tabulation of Bids.

Bids and modifications shall be time-stamped by the Purchasing Department upon receipt. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. After the deadline for submissions of bids has past, bids will be opened in the presence of two or more Purchasing Department officials and tabulated. A copy of the bid tabulation will be posted on the District’s website within seventy-two (72) hours after the closing date. Only after award of the contract shall bids be open to public inspection.

H. Timely-filed, Signed Bids Considered an Offer.

A bidder’s timely-filed, signed bid shall be considered an offer on the part of the bidder which may become a binding contract on the bidder if accepted by the District at the conclusion of the bid evaluation process. By submitting a bid in response to this ITB, bidder agrees that bid will remain open for acceptance by the District for at least 120 days without any changes in terms or pricing.

In event that the bidder refuses to perform its promises made in its offer after acceptance by the District, the District may take such action as it deems appropriate to redress the bidder’s failure to perform, including legal action for damages or equitable relief, including specific performance, for the bidder’s lack of required performance.

I. Non-Response by Prospective Bidders.

If a bidder does not wish to submit a bid in response to this ITB but would like to remain on the list of potential vendors for the District, please complete and return only the “No Bid Statement Form” included with this ITB packet and clearly mark the outside of the envelope with the words “No Response.”

J. Form and Formatting of Bids.

The form and formatting requirements for bids requested by this ITB are described in “Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.”

K. Bid Bonds.

If the bid exceeds $100,000, the bid must be accompanied by a Bid Bond made payable to the District in an amount equal to not less than five percent (5%) of the bid.

L. Performance and Payment Bonds.

Payment and Performance Bonds are not required for this contract.

M. Bidder’s Essential Credentials and Business Structure to be considered a “Responsible Bidder.”

To even be considered for a possible award of a contract for the goods and/or services requested by this ITB, a Bidder must be deemed a “responsible” Bidder by the District’s Purchasing Department.

To be considered a “responsible” Bidder for the purpose of this ITB, a Bidder must be licensed and have the capacity to provide the goods and/or perform the services requested by this ITB and must be able to meet the minimum licensing, bonding, insurance, and contractual requirements of this ITB. The District reserves the right to request a Bidder to provide additional information or documentation to demonstrate that it is a
"responsible" Bidder. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Bidder to be not "responsible" for the purposes of this ITB.

To be considered a "responsible" Bidder, the Bidder’s majority (51%) ownership, whether public or private, must be held by citizens or lawful permanent residents of the United States.

To be considered a "responsible" Bidder, the Bidder must attach to its bid a copy of any and all business licenses needed for the Bidder to provide the requested goods and/or services, including any local business licenses needed to provide the good and/or services requested by this ITB in Chatham County.

If the Bidder is a corporation, a copy of a current Annual Corporate Registration issued by the State in which the Bidder is incorporated is required to demonstrate that the Bidder is a "responsible" Bidder.

While any lawful form of business may be a "responsible" Bidder, if the Bidder is a partnership or joint venture, a copy of the contractual agreement between the partners or the participants in the joint venture must be provided with the Bidder’s bid. The partnership or joint venture 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 the Bidder is a partnership or joint venture between two existing business entities, including, but not limited to, a corporation or LLC, then all partner should 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 ITB. If the District determines that the form of the Bidder’s business, including a partnership or joint venture, was not created for a legitimate business purpose, could impair the Bidder’s performance in response to this solicitation, poses a liability to the District, or is otherwise not in the best interest of the District, then the District reserves the right to disqualify the Bidder and determine that it is not responsible.

If the Bidder is 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 joint venture must be provided.

It is the District’s intent to only enter into a contract as a result of this ITB with a single Bidder. The District reserves the right to reject as "non-responsive" or "not responsible" any bid that requests the District to enter into contracts with multiple Bidders.

N. Insurance, Warranty, Indemnity and Other Requirements for “Responsible” Bidders.

To be considered a “responsible” Bidder, all Bidders may be required to meet minimum insurance, warranty, indemnity and other requirements set forth in more detail in “Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements,” which is incorporated by this reference.

If the Bidder believes that additional insurance coverages other than those listed in Attachment A are required to ensure coverage for damages arising out of the performance of this contract, then Bidder should notify the district by the deadline for requests for interpretation and material substitution, Tuesday, July 16, 2019.

O. O.C.G.A. § 13-10-91 and E-Verify Compliance Required for “Responsible” Bidders.

To be considered a “responsible” Bidder, all Bidders are required to comply with O.C.G.A. § 13-10-91, a Georgia statute that prohibits a public employer such as the District from entering into any contract with a contractor who fails to participate in the federal work authorization program E-Verify or fails to demonstrate that it is not required to participate in the E-Verify program. In order to be deemed a "responsible" Bidder eligible for this ITB, the Bidder must provide the affidavit(s) or other documentation required O.C.G.A. § 13-10-91. While the District provides sample O.C.G.A. § 13-10-91 affidavit forms in this ITB, Bidders are solely responsible for
familiarizing themselves with their obligations under O.C.G.A. § 13-10-91 and making sure that they provide the District with the required documentation.

P. Local and/or Minority/Women Business Enterprise (LMWBE) Policies.

It is the policy of the District 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. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. The District 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.

For the purposes of this policy, good faith efforts may 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.
- Review the District's list of vendors indicating an interest in providing services to the District.
- 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.
- Assign substantive work to LMWBEs or LMWBE teaming partners.

For the purposes of this policy, 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.

For the purposes of this policy, 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 or 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, but is not limited to, persons who have experience social disadvantage because of their membership in the following groups:

1. African American: A person with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and

For the purposes of this policy, a Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.
The District shall, through their program management and construction management providers, engage in efforts to communicate opportunities afforded by the District’s facilities construction, maintenance and repair programs to LMWBEs, including but not limited to:

- Communicate opportunities associated with District facilities construction, maintenance and repair programs to the citizens of Chatham County.
- Work with other local governments and relevant community organizations to provide technical assistance and guidance to LMWBEs;
- Develop strategies to assist prime contractors in maximizing their utilization of LMWBEs;
- Develop and provide informational sessions to educate LMWBEs in the requirements of the District’s procurement process;
- Provide notices as outlined above and maintain a list of vendors who have provided or are interested in providing services to the District, as outlined above.

The District may, from time to time, audit vendor contracts with and payments to LWMBE contractors and subcontractors and may require that proof of such contracts and payments be provided to the District.

All bidders must read, complete and return all of the LMWBE forms attached to this ITB, with the exception of the LMWBE monthly report which is produced to illustrate the monthly report that will be required to be filed by any Bidder(s) that may ultimately be awarded a contract by the District.

Q. The District’s Reservation of Rights to Cancel this ITB, to Amend the ITB Process, to Disqualify Bidders, and to Waive Irregularities and Technicalities.

The District, in the discretion of the Purchasing Director, the Chief Financial Officer, the Superintendent, or the District’s governing body, the elected School Board, may cancel this ITB at any time before the District awards a contract to any Bidder(s). The District may decline to purchase the goods and/or services solicited in this ITB at all or it may decide to purchase some or all of the same goods and/or services through a similar or different procurement process.

The District, in the discretion of the Purchasing Director, the Chief Financial Officer, the Superintendent, or the District’s governing body, the elected School Board, reserves the right to amend this ITB and all attachments in any way and at any time (without cancelling it in its entirety) before the deadline for the submission of bids. Any addenda amending this ITB will be made available to all Bidders on the District’s website. As stated above, the submission deadline will be extended at least seventy-two (72) hours if any addenda is issued less than seventy-two (72) hours before the submission deadline.

The District further reserves the right to amend this ITB in any way after the deadline for the submission of bids (without cancelling the ITB in its entirety), except the District will not amend the original bid formatting or submission requirements or the criteria for determining whether the Bidder is a “responsive” or “responsible” Bidder. Non-exclusive example of such an amendment to this ITB may be the addition of an inadvertent omission from the project specifications.

The District further reserves the right to redo any stage of this ITB (without cancelling it in its entirety) if the District, in the discretion of the Purchasing Director, the Chief Financial Officer, the Superintendent, or the District’s governing body, the elected School Board, has concerns that a stage of the ITB should be redone to eliminate any question of whether it was conducted properly.

The District reserves the right to reject any and all bids submitted in response to this ITB, and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the District.

The District has the right to disqualify a bid of any Bidder on the basis that the bid is “nonresponsive” or the Bidder is “not responsible.”

A bid shall be deemed “nonresponsive” if it fails to include all of the information or documents required by this ITB.
A Bidder shall be deemed "not responsible" if the District determines that the Bidder fails to meet the minimal requirements to be eligible for consideration, including but not limited to, a lack of capacity to do the work or provide the services requested, a lack of proper insurance, the lack of a valid business license, failure to satisfy e-Verify requirements, negative past performance ratings on District projects, being disqualified from working for the District because of poor performance on a prior project, a litigation history unsatisfactory to the District, or some other reason that gives the District reason to question the responsibility or reliability of the Bidder.

The District will also evaluate whether the Bidder’s workload will allow the bidder to complete this project within the established time, quality, or cost, or to comply with the bidder’s contract obligations. In evaluating the bidder’s workload, the District may consider whether the bidder has submitted bids on other District projects and whether the award of multiple projects to the bidder may impair the bidder’s ability to complete this project within the established time, quality, or cost, or to comply with the bidder’s contract obligations or otherwise pose a risk to the District.

The District reserves the right to request a Bidder to provide additional information in response to any concern that a Bidder may not be a “responsible” Bidder. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Bidder to be not “responsible” for the purposes of this ITB.

Bidders represent that, to the best of their knowledge, all information that they submit to the District in response to this ITB, whether through a bid or otherwise, is true and correct. If the District determines that information submitted by the Bidder is incorrect, the District may disqualify a bid as “non-responsive.” If the District determines that an Bidder intentionally misrepresented information submitted in response to the ITB, the District may disqualify the Bidder on the basis that it is “not responsible” for this solicitation and in future solicitations.

R. Evaluation and Award of Contract.

A contract with the District, if one is awarded at all, for the goods and/or services requested in this ITB will be awarded by means of the award process described in in “Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.”

Depending on the nature of the goods and/or services the District may provide a sample of the contract it is willing to execute with a successful Bidder. If such a sample contract is attached, then the Bidder is deemed to have agreed that all of the terms contained therein will be acceptable by submitting a bid. If the Bidder wants to propose materially different terms, then the Bidder should file a request for Material Substitution using the procedure outlined above before submitting its bid.

For other goods and/or services, the District may ask Bidders to provide a proposed contract. The terms of that proposed contract will be evaluated as part of the selection process to determine whether the Bidder is “responsive” and “responsible.” The specifications for the goods and/or services requested by this ITB may also include specific contract terms outlined in “Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements” that should be included in any contract proposed by an Bidder.

By way of a non-exclusive example, the specifications may provide that the District will not agree to any contract provision requiring the District to indemnify any Bidder as such provisions are prohibited by District policy and state law. Conversely, there may be times when the District requires a Bidder to maintain certain levels of insurance, to honor certain warranties, or to provide indemnities to the District.

S. Consideration of Bidder Past Performance.

Successful Bidders should be advised that they will be evaluated by the District over the duration of the contract period. Performance will be documented. Poor performance may result in the Bidder being disqualified on future ITBs or may result in the deduction of points from the Bidder on a future District solicitation, whether they are other invitations to bid or requests for qualifications and requests for proposals. Good performance may result in the Bidder receiving additional points on future solicitations.
T. Public Information.

It is the policy of the District that at the conclusion of the selection process, the contents of all bids 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, if clearly identified as such in the bid. Failure to list all proprietary sections of the submitted bid shall relieve the District from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

If this ITB is cancelled before an award is made, bids will not be made available for public inspection to prevent Bidders from having an unfair advantage in future solicitations for the same goods or services.

U. Bidder Questions, Requests for Interpretations, and Issuance of Addenda.

If a Bidder should have any questions relating to an ITB, including but not limited to the interpretation of ITB language, the specifications for the goods and/or services requested, the terms of sample contract provisions attached to this solicitation, the preparation or submission of bids, or the evaluation and contract award process outlined in this ITB, the Bidder may deliver written requests for interpretation to the following address by U.S. Mail, by a commercial delivery service, such as Federal Express or UPS, by fax, or email to the Purchasing Department’s designated email addressed below:

Savannah-Chatham County Public School System
Attn.: Sabrina L. Scales, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912) 201-7648
Email: purchasing@sccpss.com

All answers to questions and any interpretations of documents shall be made by addenda to the ITB and shall be made available to all Bidders on the District’s website. While the District will also make a good faith effort to email or fax any addenda to all Bidders who attended pre-bid conferences, submitted requests for interpretations to the District, or otherwise communicated an interest to receive notice of addenda, the District’s failure to provide a Bidder with individualized notice of an addenda will not provide a Bidder with grounds to protest the implementation of this ITB. Bidders are ultimately responsible themselves for keeping track of addenda issued by the District before the deadline for submitting bids in response to this ITB.

All requests for interpretation must be submitted to the Purchasing Department on or before the close of business, 5:00 P.M. on Tuesday, July 9, 2019. The District shall not be required to answer any questions about this ITB submitted after this date.

The Purchasing Department will extend the deadline for submitting bids for all Bidders by at least seventy-two (72) hours if it issues any addenda within seventy-two (72) hours before the scheduled bid submission deadline.

The Purchasing Director, or her designee, in her discretion, may extend the deadline for submitting requests for interpretation for all Bidders if the deadline for submitting bids is also extended.

V. Requests for Material Substitution of Products, Services, or Contract Terms.

The goods and/or services and contract terms requested by the District in this ITE are described in more detail in “Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements” which is incorporated into this ITB by this reference.

When reference is made in the specifications as to a particular manufacturer, type of process, brand name, or model number, such references are usually, but not always, made to designate minimum acceptable levels of quality and do not indicate a preference. In some instances, a particular manufacturer, type of process, or brand name is required.
In the event a Bidder would like to propose another manufacturer, process, brand name, model number, etc. other than those stated in the specifications for this ITB, the Bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting that the proposed substitute is equal to the goods or services identified in the specifications rests with the Bidder. All determinations of the acceptability of the proposed substitute goods or services shall rest with the District staff and their decision shall be final.

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

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

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

If the Bidder wishes to propose materially different terms than those requested by the District in Attachment “A” or in any Sample Contract, then Bidder should request to propose different Contract terms by identifying the provisions it wishes to change or wishes to add.

All requests for the material substitution of good and services and the change of contract terms shall be submitted to the Purchasing Department to the following address by U.S. Mail, by a commercial delivery service, such as Federal Express or UPS, fax, or by email to the Purchasing Department's designated email address below:

Savannah-Chatham County Public School System
Attn.: Sabrina L. Scales, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912) 201-7648
Email: purchasing@sccpss.com

All answers to requests for material substitution and requests for changes of contract terms shall be made by addenda to the ITB and shall be made available to all Bidders on the District’s website. While the District will also make a good faith effort to email or fax any addenda to all Bidders who attended pre-bid conferences, submitted requests for interpretations to the District, or otherwise communicated an interest to receive notice of addenda, the District’s failure to provide a Bidder with individualized notice of an addenda will not provide a Bidder with grounds to protest the implementation of this ITB. Bidders are ultimately responsible themselves for keeping track of addenda issued by the District before the deadline for submitting bids in response to this ITB.

**All requests for material substitution must be submitted to the Purchasing Department on or before the close of business, 5:00 P.M. on Tuesday, July 9, 2019.** The District shall not be required to answer any questions about this ITB submitted after this date.

The Purchasing Department will extend the deadline for submitting bids for all Bidders by at least seventy-two (72) hours if it issues any addenda within seventy-two (72) hours before the scheduled bid submission deadline.

The Purchasing Director, or her designee, in her discretion, may extend the deadline for submitting requests for material substitution for all Bidders if the deadline for submitting bids is also extended.

**W. Protests.**

Any actual Bidder or bona fide prospective Bidder who is aggrieved in connection with this ITB may protest to the Purchasing Director. By submitting a bid in response to this ITB without filing a protest observing
the deadlines set forth below, the Bidder waives any objection to the content of this ITB (including any attachment or addenda) issued prior to as well as any objection to any procedure outlined therein. Protests filed after the deadline for submissions shall only concern the implementation of the ITB as applied to the Bidder or addenda issued after the submission date.

Any protest to the content of this ITB (including any attachment or addenda) as well as any objection to any procedure or evaluation criteria outlined therein shall be filed no later than five (5) business days prior to the deadline for submissions of bids, unless the objection concerns an addenda issued fewer than five (5) business days prior to the deadline for submissions of bids, in which case, an objection may be filed to that addenda only at any time before the submission deadline.

Any protest filed after the submission deadline 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 a contract for the provision of goods and/or services requested in his ITB, which will be transmitted by fax to all Bidders.

The District shall not intentionally withhold information that is stated in this ITB to be forthcoming at certain intervals, but failure of the District to notify a Bidder 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.

The letter of protest shall be taken under consideration by the Chief Financial Officer and/or the Superintendent, who shall respond to the protesting Bidder within ten (10) business days of receipt of the letter of protest. The initial written response may explain that the Chief Financial Officer and/or the Superintendent need additional time to review the Protest. In any event, a final decision will be issued on the Protest by the Chief Financial Officer and/or the Superintendent before the execution of a final contract with the successful Bidder. This written decision shall be final and conclusive.

X. Bidders Not Entitled to Reimbursement for their Costs Associated with Submitting Bids.

The District recognizes that participating in this ITB process, or any government procurement process, can be time consuming and expensive for Bidders. In participating in part of this process, Bidders acknowledge that their costs in participating in this process are the costs of attempting to do business with the District.

All Bidders or potential Bidders, including unsuccessful Bidders or Bidders or potential Bidders who file protests, agree that the District shall not be responsible for reimbursing the Bidder for any costs they may incur in connection with this ITB, including staff time, printing costs, attorneys' fees, or expenses of litigation.

Y. Gratuity Prohibition.

No Bidder shall offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this solicitation.

Z. Certification of Independent Submission of Bids.

By submitting a bid in response to this ITB, the Bidder must certify that:
1. The information in this bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition with any other Bidder or with any competitor;

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

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

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

[ITB Continues on Next Page]
III. ITB ATTACHMENTS, SPECIFICATIONS, SAMPLE CONTRACTS, AND FORMS

The following attachments, specifications, sample contracts and forms are part of this ITB and are herein incorporated by this reference.

A. Attachment A: Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.

B. Attachment B: Forms to be submitted with this ITB.

1. Solicitation Form 1: Bid Submission Checklist
   (to be included on the front of any bid—please indicate the requested documents are included by checking the appropriate box)

2. Solicitation Form 2: Bid Certification Form

3. Solicitation Form 3: Bidders References (to be included following the Bidder’s bid)


5. Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91
   (only needed if subcontractors will be used)

   (only needed if sub-subcontractors will be used)

7. Solicitation Form 7: Disclosure of Responsibility Statement

8. Solicitation Form 8: Good Faith Requirements

9. Solicitation Form 9: Local & MWBE Development Documentation

10. Solicitation Form 10: Partnership/Joint-Venture Disclosure Statement
    (only need if a joint venture used)

11. Solicitation Form 11: Bid Submittal Form

12. Solicitation Form 12: No Bid Statement Form

C. Attachment C: Sample Contract
INVITATION TO BID (ITB): #C20-03
(ESPLOST/General Funds)
Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract)

Attachment A

Goods and/or Services Requested, Format of Bids,
Evaluation Criteria for Award, and Contract Requirements.

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

1.0 GENERAL INTENT.

The intent of these specifications is to set forth a bid under which the Savannah-Chatham County Public School System (hereinafter referred to as "District") district school sites and educational centers may purchase furniture, fixtures and equipment as needed. The results of this bid will be published in the Board's Annual Bid Contracts (ABC) Book to assist the sixty-four (64) school sites, educational centers, and departments within the District with the ordering process.

If any supplies, materials, and equipment are provided to the District under this solicitation, then such items shall be new condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Bidder delivering any such equipment to the District will be deemed to have breached the contract, and appropriate action will be taken by the District Purchasing Department.

This Invitation to Bid is being developed to provide for purchases by Savannah-Chatham County Public School System under the Educational Special Purpose Local Option Sales Tax (ESPLOST) approved funded projects and General Fiscal Funds.

2.0 SUBMITTALS AND ATTACHMENTS.

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

A. Forms 1 through 11
B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder will list the District as an additional named insured and certificate holder).
C. Copy of Current Business License/Tax Certificate/or equivalent.
D. State of Georgia License (As Applicable)
E. Standard Manufacturer’s Warranty
F. Extended Warranty (As Applicable)
G. Completed W-9 Form
H. Contractor’s Affidavit (E-Verify)
I. Sub-Contractor’s Affidavit (if applicable)
J. Sub-sub-Contractor’s Affidavit (if applicable)

For bids to be considered, bidders shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

3.0 DESCRIPTION.

The successful bidder will be required to provide the products and/or services requested herein. This procurement will result in an annual contract, substantially similar to the attached Sample Contract. Any
deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

In the event that a bidder is offering another manufacturer and/or model number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the bidder. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final. Payment will not be released to the bidder to all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.

4.0 SCOPE OF SERVICES.

4.1 PRICING/DELIVERY

4.1.1 Bidders are required to submit pricing as outlined on the Excel spreadsheet provided and electronically on a USB flash drive. The District will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established initial contract performance period.

4.1.2 Bid pricing must include any and all shipping, inside delivery, assembly, and installation charges.

4.1.3 No items on the Invitation to Bid shall be purchased or quoted FOB factory. All bid items shall be purchased FOB to the delivery address in Chatham County, Georgia or the address stated on the purchase order.

4.1.4 All deliveries shall require inside delivery and installation. Delivery must be during normal school hours. District staff will not participate in the removal of Furniture, Fixtures, and Equipment from any truck or transport vehicles. Items are to be placed at the designated location within the facility. Un-boxing of items and assembly will be the sole responsibility of the awarded bidder's personnel. Removal of debris, cardboard, and crating from the District premises will be the sole responsibility of the awarded bidder's personnel. Debris removal shall be accomplished at the end of each day. Vendor will not be allowed to use District or General Contractor dumpsters for disposal purposes.

4.1.5 If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor. If delivery of goods or services is not complete within the time specified, the District may, without liability and in addition to any other rights or remedies, terminate the agreement, by notice effective when received, as to goods or services not yet delivered or rendered. The District may purchase substitute goods or services elsewhere and charge vendor for any additional expense incurred.

4.1.6 The bid submittal form requires that the Bidder indicate the number of days required from the date of a purchase order for items to be delivered. It is anticipated for any item for which there is no entry in the "Delivery" column, the delivery period will be the number of calendar days indicated on the Bid Submittal Form (Form 11).

4.1.7 For items that can be delivered more quickly, or that will require more lead time, an entry should be made in the "Delivery" column on the Excel spreadsheet.

4.1.8 All furnishings, furniture and equipment orders shall be delivered to the sites as indicated by the delivery address on the purchase order.
4.2 SAMPLES FOR ITEMS BID AS ALTERNATES

4.2.1 If bidding alternate items, which have been approved by addenda, the District reserves the right to request a sample from the apparent successful bidder prior to recommendation for award. The successful bidder will be notified in writing with details of the specific samples that are requested and the address for delivery. The District will require that all samples are delivered no later than ten (10) calendar days after the date of sample request, unless otherwise agreed to in writing. Samples will be provided at the expense of the bidder. If samples are not received by the date stated, the item will not be considered for award and no follow up will be done to obtain the sample. At the completion of the sample review, the apparent successful bidder will be notified that the sample can be returned. Return of the sample will be at the bidder's expense.

4.3 ADDITIONAL TERMS

4.3.1 The District shall not be bound by any terms and conditions included in any bidder's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the District purchase order related to this solicitation or contract. The District does not accept any terms or conditions from Bidder contracts on bids.

4.4 DISCONTINUED BRAND/MODEL

4.4.1 If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item at the same price or lower. The replacement brand/model must meet or exceed minimum specifications listed in the bid document as well as current industry standards. Replacement units must be made available to the District for review and approval prior to the end of life of the awarded model. The District reserves the right to accept or reject the replacement item.

4.4.2 It is anticipated that all Bidders can provide a similar and comparable range of colors and options as those offered by the base of design for each item. Where not specified, all fabrics or finishes shall be quoted in Grade 1. SCCPSS reserves the right to request and receive pricing for higher grades from any responsive Bidder, for inclusion in actual furniture orders.

4.4.3 As a part of the response to this Invitation to Bid, each Bidder shall provide comprehensive color information in one collective document, to indicate what items, components and components of items are available in what color(s) and finish(es).

4.4.4 It is the District's intent that contracts resulting from this solicitation shall be valid for an initial (2) year period, with options for two (2) additional one-year terms. Bidders shall notify the District if they have documentation that any of the items specified in the solicitation are due to be discontinued within the four-year period.

5.0 VENDOR QUALIFICATIONS.

The District will only consider firms that have been engaged in the business of performing the services as described in these specifications. The vendor must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and to ensure that they can satisfactorily execute the services if awarded a contract.

The District reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including but not limited to, the financial, technical and other qualifications and abilities of the vendor, including past performance and experience with the District) in making the award in the best interest of the District.

A. Bidder must be an organization existing for the primary purpose of providing goods/services requested in this solicitation.
B. Bidder must have a minimum of five (5) continuous years in providing goods/services requested in this solicitation to educational, governmental and/or municipal agencies (preferably located within the Southeast Region of the State of Georgia) with Scope of Service requirements that are similar to or the same as that requested by the District.

C. Bidder must provide documentation that their Occupational Business Taxes have been paid by providing a copy of their current Business License/Tax Certificate.

G. Bidder must demonstrate its’ financial stability to provide the services requested herein.

H. Bidder must be fully bonded and demonstrate its’ ability to meet all insurance requirements.

I. Bidder must produce evidence that they have an established satisfactory record of performance based on past performance on similar contracts and is required to submit with their bid, a minimum of three (3) references.

J. Bidder must demonstrate that it has sufficient staff, certified service technicians, proper equipment, and adequate parts and supplies required to meet all service requirements under a resulting contract. Bidder must provide with their bid, a breakdown of all shop personnel that will be assigned to a resulting contract. Appropriate licenses, certifications, etc. for each service technician must be available for review upon request by the District.

6.0 STANDARDS AND GUIDELINES.

The successful Bidder shall follow all guidelines, rules, and regulations set forth in the most recent National and State of Georgia codes.

7.0 QUANTITIES.

The estimated quantities provided are intended as a guide for the bidder. The District does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The District’s requirements may exceed the estimated quantities shown and the successful bidder shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of the resulting contract.

8.0 BASIS OF CONTRACT AWARD.

The Contract, if one is awarded at all, will be awarded on a “Line Item” basis. With this solicitation, the District has provided a list of goods and/or services it desires to purchase (the “Bid List”). For this particular solicitation, some of goods and/or services requested by the District have been grouped into categories, such as trash cans, outdoor furniture, folding chairs/tables, and indoor/outdoor flags, in the section of the Bid List labeled “Single Vendor Categories.” It is the District’s intent to award each of these categories to the bidder who offers the lowest total price for all items in each category. The result may be that the District awards a single bidder all of the categories if it is the lowest bidder for each category, the District may award a single bidder multiple, but not all of the categories, or the District may award each category to a different bidder. If the District finds after receiving its bids for the “single vendor” categories that the a single vendor cannot supply all of the requested products in a category or that a single bidder cannot supply all of the requested products in a category in a timely manner, then the District reserves the right to divide the award of a category among multiple vendors or divide a single line item in a category among multiple bidders as it determines to be in its best interest to balance its goals of getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District’s delivery needs. For example, if the District determines that a single vendor cannot supply all of the trash cans its needs by the desired date, it may decide to divide the award among two bidders to ensure delivery of all the items that it needs by the desired delivery date. The District may also designate the vendor with the best price for a category or line item as “primary” and another vendor with the second best price for a category or line item as “secondary.” The District may give preference to the “primary” vendor for ordering the awarded items but may go to the “secondary vendor” if the primary vendor cannot provide the quantity requested by the date required.

In addition to the section of the Bid List labeled “single vendor,” there is a section of the Bid List labeled “multiple
vendors.” The District intends to award each item in the “multiple vendors” section separately. The District may end up awarding all items in the multiple vendor section to a single bidder, it may award a single bidder multiple line items, or it may award a single item to multiple vendors, as it determines to be in its best interest to balance its interest in getting all of the products that it desires at the best price in a manner that is administratively convenient and meets the District’s delivery needs. For example, if no single bidder can fill the volume of the District’s order by the time requested by the District, the District may award a single line item in the “multiple vendor” list to more than one bidder to ensure all of its needs are supplied by the desired delivery date. The District may also designate the vendor with the best price for a category or line item as “primary” and another vendor with the second best price for a category or line item as “secondary.” The District may give preference to the “primary” vendor for ordering the awarded items but may go to the “secondary vendor” if the primary vendor cannot provide the quantity requested by the date required.

Offerors may bid on all items and all categories, multiple items or multiple categories, or even just one item.

9.0 DISTRICT REPRESENTATIVE.

The Board has selected Kevin Ralston, Interim Senior Director Construction and Capital Projects, as contract representative. After award, supervision of the contract will be performed by the contract representative and/or his/her designee.

The Bidder shall have a communication device that will allow the District’s representative and/or his designee to contact him directly. The Bidder is required to provide the District’s representative with all telephone number, email address and a cellular telephone number (as applicable). It will be the Bidder’s responsibility to immediately notify the District’s representative of any changes in contact numbers.

10.0 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

11.0 PERFORMANCE PERIOD.

This bid will establish an annual contract to remain open for an initial two (2) year period beginning with the date the contract is signed on behalf of the District by a person acting with the proper authorization from the District’s governing body, the elected School Board. The District reserves the right to extend the contract for an additional two (2) 1-year periods with bilateral agreement.

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

12.0 TRANSITION PERIOD.

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful bidder shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current provider is not the successful bidder, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

13.0. INSURANCE.

The Contractor shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide the District a certificate(s) of insurance evidencing the same, showing that the District and all of its elected school board members, administrators,
officers, employees, agents, attorneys, heirs, successors, and assigns, are listed as additional named insureds on all insurance policies except for Contractor's workers' compensation and professional liability policies: The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

A. Commercial General Liability Insurance, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate.

B. Commercial Automobile Liability Insurance, including owned, non-owned, leased and hired motor vehicle coverage with limits not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage, $2,000,000 aggregate.

C. Worker's Compensation Insurance Statutory limits in accordance with O.C.G.A.34-9-120 et. Seq.

D. Umbrella Liability Insurance with a limit of not less than $1,000,000 per claim, $1,000,000 aggregate.

A bidder may satisfy the commercial automobile liability insurance policy requirement by having a commercial general liability that includes automobile coverage with limits equal to those required of a separate commercial automobile liability insurance policy. If a bidder cannot obtain automobile liability insurance because it does not own any vehicles of its own, it can satisfy the auto insurance coverage by having a non-owned and hired motor vehicle coverage endorsement for its commercial general liability insurance policy.

If the Bidder believes that additional insurance coverages other than those listed in Attachment A are required to ensure coverage for damages arising out of the performance of this contract, then Bidder should notify the district by the deadline for requests for interpretation and material substitution, Tuesday, July 9, 2019.

14.0 LITIGATION HISTORY.

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

15.0 TERMS OF CONTRACT.

For this solicitation, the District has attached a Sample Contract as Attachment C for the provision of the goods and/or services requested by this ITB. By submitting a bid, the Bidder agrees that all of the terms of the Sample Contract are acceptable to the Bidder and agrees to enter a contract as a result of this solicitation substantially similar to the attached Sample Contract.

If any of the terms of the Sample Contract are not acceptable to the Bidder, then District requests that the Bidder provide a Request for Material Substitution before submitting its Bid asking to substitute different terms.

The District reserves the right to reject any Bid that does not contain the terms of the Sample Contract or contains other terms unacceptable to the District. The District reserves the right to decline to enter into a contract with any Bidder that refuses to enter into a contract substantially similar to the Sample Contract attached hereto. The District reserves the right to negotiate all terms of any contract proposed by a Bidder up until any point before the School Board awards a contract to an Bidder.
SOLICITATION FORMS

1. Solicitation Form 1: Bid Submission Checklist
   (to be included on the front of any Bid)

2. Solicitation Form 2: Bid Certification Form

3. Solicitation Form 3: Bidders References (to be included following the Bidder’s Bid)


5. Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91
   (only needed if subcontractors will be used)

   (only needed if sub-subcontractors will be used)

7. Solicitation Form 7: Disclosure of Responsibility Statement

8. Solicitation Form 8: Good Faith Efforts Requirements

9. Solicitation Form 9: Local & MWBE Development Documentation

10. Solicitation Form 10: Partnership/Joint-Venture Disclosure Statement
    (only need if a joint venture used)

11. Solicitation Form 11: Bid Submittal Form

12. Solicitation Form 12: No Bid Statement Form
Bid Submission Checklist

Please include this Bid Submission Checklist on the front of your Bid and check which documents are included.

☐ Solicitation Form 1: Bid Submission Checklist
☐ Solicitation Form 2: Bid Certification Form
☐ Solicitation Form 3: Bidders References
☐ Solicitation Form 4: Contractor Affidavit Under O.C.G.A. § 13-10-91
☐ Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91 (submit only if contractor may use subcontractors)
☐ Solicitation Form 6: Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91 (submit only if subcontractors may use sub-subcontractors)
☐ Solicitation Form 7: Disclosure of Responsibility Statement
☐ Solicitation Form 8: LMWBE Good Faith Requirements
☐ Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE
☐ Solicitation Form 10: Joint Venture Disclosure Statement (submit only if Bidder is a joint venture)
☐ Solicitation Form 11: Bid Submittal Form
☐ Bidder’s Certificate of Insurance: Documents showing that Bidder has or can obtain the minimum insurance required by this solicitation.
☐ A copy of the Bidder’s Current Business License/Tax Certificate
☐ Any State of Georgia licenses required to provide the goods and/or services requested by this ITB.
☐ A copy of the Bidder’s W-9, showing its Federal Tax Id. Number and Certification
☐ Additional Documents Submitted by Bidder in Support of its Bid, including

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

If the Bidder does not wish to submit a Bid for this ITB but would wish to remain on the District’s list of interested Bidders, please submit only Form 12 in an enveloped mark “No Response.”

Solicitation Form 1
BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C20-03 - SOLICITATION FORM 2

Bid Certification Form

Please complete this form and sign it in the presence of a notary:

A. 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, Bids or Statements of Qualifications are required to report ownership status.

☐ Local     ☐ Woman       ☐ Asian-American
☐ African-American  ☐ Hispanic     ☐ American Indian
☐ Majority      ☐ Non-Local

B. How Did You Hear About This ITB? (This information is for statistical use only.)

☐ City of Savannah, Dept. of Economic Development    ☐ The Herald Legal Ad
☐ Received Request by Mail                               ☐ The Savannah Tribune Legal Ad
☐ Visiting the Purchasing Office                        ☐ Savannah News Press Legal Ad

C. Bidder’s Certification.

This is to certify that I, on behalf of the undersigned Bidder, have read this ITB in its entirety (including all attachments) and agree to be bound by the provisions of the contained herein.

This _____day of ______________________ 20____  By: ________________________________
________________________________________________________________________________
Name (printed)  
________________________________________________________________________________
Title  
Signature

Company  
________________________________________________________________________________

Address (Street, City, State, Zip)
________________________________________________________________________________

Phone No.  Fax No.
________________________________________________________________________________

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

Contact Person for This Bid  Phone Number
________________________________________________________________________________

D. NOTARY:

Subscribed and sworn before me on
This the _____day of ______________________, 201____
________________________________________________________________________________
Notary public
________________________________________________________________________________
My commission expires

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

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

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

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

4. Company Name: ______________________________________________________
   
   Contact Person: ______________________________________________________
   
   Phone Number: ________________________ FAX Number: ____________________
   
   E-Mail Address: ______________________________________________________
Contractor Affidavit Required by O.C.G.A. § 13-10-91(b)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Savannah-Chatham County Public School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, if awarded a contract, 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:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
</table>

Name of Contractor

BID #C20-03 Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract)

Name of Project

The Board of Public Education for the City of Savannah and the County of Chatham

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ____________, 201__ in ________________, and ________________

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires

Solicitation Form 4
Subcontractor Affidavit Required by O.C.G.A. § 13-10-91(b)

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

BID #C20-03 Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract)

Name of Project

The Board of Public Education for the City of Savannah and the County of Chatham

Name of Public Employer

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

Date __________ 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

Solicitation Form 5
Sub-Subcontractor Affidavit Required by O.C.G.A. § 13-10-91(b)

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 ___________________________ (prime contractor) and ___________________________ (subcontractor) 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, if awarded a contract, 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 subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned sub-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 sub-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. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
</table>

Name of Sub-Subcontractor

BID #C20-03 Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract)

Name of Project

The Board of Public Education for the City of Savannah and the County of Chatham

Name of Public Employer

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

Date

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

Solicitation Form 6
Disclosure of Responsibility Statement

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

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

3. List any convictions or civil judgments under state or federal law.

4. 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.

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

6. List any contracts not completed on time.

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

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

9. List any pending criminal actions, civil actions, or other lawsuits against the company in the past three (3) years, including lawsuits by current or former customers or clients.

10. List any and all other contracts that you are actively seeking to be awarded by the District that may require your performance concurrently with your performance on this project or any other contracts that you currently have or are currently seeking with other customers that you believe may interfere with your timely provision of the goods and/or services sought in this solicitation if you are awarded contract.

I, ____________________________, of ____________________________,

Name of Individual Title & Authority Company Name

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

__________________________
Signature

__________________________  in ____________________________, and
Date City State

Subscribed and sworn before me on
This the __________ day of ________________, 201_____.

Notary Public

My commission expires

Solicitation Form 7
**Good Faith Efforts Requirements**

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

| Attendance at pre-bid meetings, if any scheduled to inform LMWBE’s of subcontracting opportunities. | ☐ Yes or ☐ No  
If no, please explain: |
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<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td>☐ Yes or ☐ No</td>
</tr>
<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
<td>☐ Yes or ☐ No</td>
</tr>
<tr>
<td>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</td>
<td>☐ Yes or ☐ No</td>
</tr>
<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td>Please explain efforts:</td>
</tr>
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</table>

**Solicitation Form 8**
BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C20-03 - SOLICITATION FORM 9

LOCAL AND MWBE DEVELOPMENT DOCUMENTATION

Enter below documentation of efforts made by the Offeror to enlist the participation of Local and/or MWBE as subcontractors or partners. Bidder is not required to select any firm listed.

<table>
<thead>
<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: Please 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 __________________________, 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 9.”
BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C20-03 - SOLICITATION FORM 10

**Partnership/Joint-ventures Disclosure Statement**
(only needed if Bidder is a joint venture)

**NAME OF BIDDER:** ___________________________ **ITB #:** C20-03

If the Bidder is a partnership or joint venture between multiple business entities, including but not limited to corporations or LLCs, please identify the partnership/joint venture entities and the level of work and financial participation to be provided by each partner/joint venture entity. If the Bidder is a partnership whose partners are all natural persons, it shall not be necessary for the Bidder to identify all individual partners in this form. However, Bidder is still required to provide a copy of the partnership agreement as requested in this ITB and may be asked to provide information on the identities, assets, and liabilities of the individual partners to ensure that the Bidder has the capacity to provide the goods and/or services requested by this ITB.

<table>
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<tr>
<th>Partnership/Joint Venture Entities</th>
<th>Level of work</th>
<th>Financial participation</th>
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BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C20-03 - SOLICITATION FORM 11

BID SUBMITTAL FORM

Bid: Having carefully examined the Bidding Documents describing Bid #C20-03 (ESPLOST/General Funds) Furniture, Fixtures and Equipment 2019 – District Wide (Annual Contract), including all addendums, as well as all conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them, in accordance with the aforesaid documents, for the entire sum of work which sum is hereinafter called the Bid:

NOTE: Please complete the bid submittal form (Excel spreadsheet), as well as the below total bid information. Bid will not be accepted without the completed bid submittal document. Bidder should also include an electronic copy of the bid submittal document on a USB flash drive.

Total Bid: _______________________________ Dollars ($ ______________________)

Furniture, Fixtures, and Equipment Delivery: ______/Calendar Days upon Receipt of Notice to Proceed and/or Purchase Order

Installation Completion Time after Furniture, Fixtures, and Equipment Delivery: ___________/Calendar Days

| Company Name: | |
| Company Address: | |
| Representative Name/Title: | |
| Signature: | |
| Phone/Fax Number: | |
| Email Address: | |
No Bid Statement Form

In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

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

VENDOR STATEMENT:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

CONSTRUCTION PROJECTS ONLY: Our Company is interested in this project as a:
☐ Prime Contractor    ☐ Sub-Contractor    ☐ Supplier/Distributor

________________________________________________________________________
Signature/Title

________________________________________________________________________
Company Name

________________________________________________________________________
Telephone Number