



Savannah-Chatham County Public School System
208 Bull Street / Savannah, Georgia 31401 / (912) 395-5600

February 26, 2023

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 **C23-08 District-Wide Furniture, Furnishings and Equipment**.

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. **Due to the COVID-19 epidemic, all bids should be submitted electronically in the PDF format by email to the following SCCPSS Purchasing Department email address: purchasing@sccpss.com.**

Bids will be accepted prior to the deadline, **March 28, 2023, at 2:00:00 p.m. ET.**, at which time they will be publicly opened and examined. Time is of the essence, and any bid received on or after this deadline for submission will not be accepted. Bidders are responsible for ensuring that their bids are timely received and stamped by Purchasing Department personnel. **If a Bidder does not receive an email confirmation that its bid has been received and registered between 9:00:00 a.m. (ET) and 5:00:00 p.m. (ET) on the day the bid is sent or prior to the deadline for bid submissions on the date bid submissions are due, then the Bidder should email or call the Purchasing Department at (912) 395-5572 to confirm receipt.** While SCCPSS will accept all bids received by the purchasing@sccpss.com email account before the deadline, bidders should not wait until the last minute to submit bids. It shall not be sufficient to show that the bid was sent by email before the scheduled deadline. **Any bid not received by the District by 1:59:59:99 p.m. (ET) will be rejected.**

All bids submitted must contain the “BID FROM [BIDDER’S NAME], BID NUMBER, BID NAME, CONFIDENTIAL UNTIL CLOSING DATE AND TIME” clearly marked in UPPER CASE in the subject line of the submitting email. A copy of the bid tabulation will be posted to the District’s website after the closing date and bids are opened.

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 Bidders’ submittal not being considered by the SCCPSS.**

If you have any questions concerning this solicitation, please submit them in writing to **Roger E. Roriex, Purchasing Agent** at purchasing@sccpss.com. Please note that all communications relating to this solicitation must be directed to the Purchasing Department pursuant to SCCPSS policy.

If an offeror 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 to purchasing@sccpss.com, with the Bid Number, Name and No Bid Statement” in the subject line.

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

Sincerely,

Sabrina L. Scales, NIGP-CPP, 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): C23-08
District Furniture, Furnishing and Equipment**

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") **C23-08 District-Wide Furniture, Furnishing and Equipment**.

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)" or "Offeror(s)." To be considered for an award of a contract under this ITB, Bidders should carefully read this solicitation document, 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 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 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 SCCPSS website, www.sccpss.com, from **February 26, 2023**, until the deadline for submitting bids. This ITB is also being advertised on the Georgia Procurement Registry (“GPR”) from **February 27, 2023** 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:

February 26, 2023 and March 12, 2023

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

No pre-bid conference is scheduled for this ITB.

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

The deadline for submitting any bids in response to this ITB, unless extended by the District, shall be:

2:00:00 p.m. (ET): on Tuesday, March 28, 2023.

Time is of the essence, and any bid received on or after this deadline for submission will not be accepted. Offerors are responsible for ensuring that their bids are timely received and stamped by Purchasing Department personnel. **If a Bidder does not receive an email confirmation that its bid has been received and registered between 9:00:00 a.m. (ET) and 5:00:00 p.m. (ET) on the day the bid is sent or prior to the deadline for bid submissions on the date bid submissions are due, then the Bidder should email or call the Purchasing Department at (912) 395-5572 to confirm receipt.** While SCCPSS will accept all bids received by the purchasing@sccpss.com email account by **1:59:59:99 p.m. (ET) on March 28, 2023** bidders should not wait until the last minute to submit bids. It shall not be sufficient to show that the Bid was sent to email before the scheduled deadline. **Any bid not received by 2:00:00 p.m. (ET) on March 28, 2023 will be rejected.**

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. Procedure for Delivery and Submission of Bids and Withdrawal of Bids.

Offerors shall timely deliver Bids by email to purchasing@sccpss.com. The bid and all required forms shall be submitted as PDF documents attached to the email.

All bids submitted must contain the “BID FROM [BIDDER’S NAME], BID NUMBER, BID NAME, CONFIDENTIAL UNTIL CLOSING DATE AND TIME” clearly marked in UPPER CASE in the subject line of the submitting email.

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 Bidders’ submittal not being considered by the SCCPSS.**

If a required form has a signature block for a notary, please sign that form in the presence of a notary and have the form notarized.

To withdraw a bid prior to the scheduled deadline, please email purchasing@sccpss.com. All withdrawal emails must contain the subject line “Withdrawal of Bid by [Bidder’s Name]- Bid Number-Bid Name.”

Bids may not be withdrawn after the scheduled deadline for bid submissions, except as allowed by law with the consent of the District.

Reasonable abbreviations of the Bidder’s Name and the Bid Name that clearly identify the bidder and the solicitation while reducing the length of the subject line of the email will be accepted.

G. Receipt and Tabulation of Bids.

Bids and modifications shall be time-stamped by the Purchasing Department upon receipt and the PDF saved to a limited access computer file prior to the submission deadline where it will be kept confidential until bid opening, unless sooner withdrawn by a Bidder as allowed by this solicitation. Bids formally withdrawn prior to bid opening will not be publicly opened or considered but may be maintained by the District for its record keeping purposes. After the deadline for bid opening, bids will be publicly opened and examined. A copy of the bid tabulation will be posted to the District’s website.

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 ninety (90) 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 to purchasing@sccpss.com.

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” and in the attached Bid Form.

K. Bid Bonds.

A bid bond **IS NOT** required with bidder’s bid for this ITB.

L. Performance and Payment Bonds.

Payment and Performance bonds **ARE NOT** required for this ITB.

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

To even be considered for an 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 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 partners 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, each Bidder will 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 set forth below.

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:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.
- (7) Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities.
- (8) Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.

- (9) Communicate with the City of Savannah's Office of Economic Development to identify available and qualified LMWBE firms.
- (10) Review the District's list of vendors indicating an interest in providing services to the District.
- (11) Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- (12) Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities.
- (13) Assign substantive work to LMWBEs or LMWBE teaming partners.

See 2 C.F.R. §200.321; Board Policy FG.

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
4. American Indian: A person with origins from the indigenous people of North America.

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.

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 are 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. Accordingly, Bidders should carefully review this solicitation to determine all of the forms and additional documentation, such as business licenses and insurance certificates, which will be required for submission. A checklist of forms and additional documentation to be submitted with this bid is attached as Solicitation Form 1. Not only should the checklist form be completed, but items checked should also actually be provided. Forms with signature blocks should signed, and forms with notary blocks should be signed in the presence of a notary and notarized.

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 a 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 a 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 future District solicitations, 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, Requests for Material Substitution of Products, Services or Contract Terms, 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 and/or requests for the substitution of different materials, products, or services, the terms of sample contract provisions attached to this solicitation and/or requests to propose different contract, 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 or requests for the substitution of products, services, or contract terms by email to the Purchasing Department's designated email purchasing@sccpss.com. Email must contain the **"BID NUMBER, Bid NAME, AND QUESTION SUBMITTAL"** clearly marked in **UPPER CASE in the subject line of the submitting email**. Emails without the "Bid Number, Name and Questions Submittal" clearly identified in the subject line of the email may not be considered.

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 specification's 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 answers to questions for interpretation, 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 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, substitution, or changes to contract terms, must be submitted to the Purchasing Department before 5:00:00 p.m. (ET) on March 14, 2023. The District shall not be required to answer any questions about this ITB submitted after 4:59:59:99 p.m. (ET) on 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. Protests.

Any actual Bidder or bona fide prospective Bidder who is aggrieved in connection with this ITB may protest to the Purchasing Director **by email to purchasing@sccpss.com. Please include "PROTEST-[BIDDER NAME] BID NUMBER, BID NAME," clearly marked in UPPER CASE in the subject line of the email. It is incumbent upon the Bidder to receive confirmation from the Purchasing Department that its protest has been received. Bidders who do not receive confirmation of the protest by email during normal business hours of 9:00:00 a.m. to 5:00:00 p.m., on the day the protest is sent should call the Purchasing Department to confirm receipt of the protest at (912) 395-5572.**

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 addendum 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 email 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.

W. 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.

X. 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.

Y. 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.

Z. Federal Requirements

The District receives a number of federal grants. Some of the District's purchases may be made with federal grant dollars, which may impose additional requirements than state law. The District strives to have a procurement process that complies with Federal regulations and standards for acquisition of property or services required under a Federal award or subaward pursuant to 2 C.F.R. §§ 200.318 *et. seq.* Depending on the amount of a bid, offer, or resulting contract, additional federal grant requirements may apply, including, but not limited to, the additional requirements listed below. To the extent it is determined that a specific purchasing project must comply with additional federal requirements, Bidders and successful offerors agree that they will comply with any such federal requirements.

1. DEBARMENT AND SUSPENSION VERIFICATION (required by the District for all bids)

The District shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and/or principals only. The serious nature of debarment and suspension of a potential bidder under federal purchasing rules raises substantial questions about whether a vendor is sufficiently "responsible" to be awarded a contract by the District. Moreover, Federal regulations limit the District's ability to enter contracts with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal assistance programs

or activities for projects involving federal funds. See 2 CFR 200.214. Accordingly, the District will consider whether bidders have been suspended or debarred by a federal entity in making awards under this ITB.

The Vendor certifies that the Vendor and/or any of its sub vendors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states “Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180.

The Vendor will immediately notify the District if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. See Solicitation Form 8.

By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. LOBBYING DISCLOSURE CERTIFICATE (Required by the District for all bids)

Per 2 CFR 200 Appendix II Section I - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. For consistency among solicitations, the District requires all Bidders to please complete Solicitation Form 9, Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

3. CONTRACT WORK HOURS/SAFETY STANDARDS ACT (for bids over \$100,000)

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles.

4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(Applicable only to “funding agreements” under 37 CFR § 401.2 (a))

If the contract resulting from this solicitation meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the District or a subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323) (bids over \$10,000)

The District and its Contractors shall seek to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$150,000)

The District expects its Contractors for bids over \$150,000 to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the District of any communication indicating that any of Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (200 C.F.R. 216) (all bids concerning such equipment)

Bidders shall not

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company** or **ZTE Corporation (or any subsidiary or affiliate of such entities)**.

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by **Hytera Communications Corporation**, **Hangzhou Hikvision Digital Technology Company**, or **Dahua Technology Company (or any subsidiary or affiliate of such entities)**.

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8. Domestic Preference for Procurement (2 C.F.R 200.322) (all bids)

As appropriate and to the extent consistent with law, the Contractor and any subcontractors, to the greatest extent practicable, shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 C.F.R. § 200.322

[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. **Failure to return a required form may result in the Bidder's bid being rejected as non-responsive.**

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
(Required for all bids. Please include on the front of any bid submission)
2. Solicitation Form 2: Bid Certification Form
(Required for all bids)
3. Solicitation Form 3: Bidders References
(Required for all bids)
4. Solicitation Form 4: Contractor Affidavit Under O.C.G.A. § 13-10-91
(Required for all bids)
5. Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91
(Only needed if subcontractors will be used)
6. Solicitation Form 6: Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91
(Only needed if sub-subcontractors will be used)
7. Solicitation Form 7: Disclosure of Responsibility Statement
(Required for all bids)
8. Solicitation Form 8: Debarment and Suspension Verification Form
(Required for all bids)
9. Solicitation Form 9: Disclosure of Lobbying Activities Form
(Required for all bids)
10. Solicitation Form 10: Documentation of Good Faith Efforts to Involve LMWBE
(Required for all bids)
11. Solicitation Form 11: Joint-Venture Disclosure Statement
(Only need if a joint venture used)
12. Solicitation Form 12: Bid Submittal Form
(Required for all bids)
13. Solicitation Form 13: No Bid Statement Form
(Only submitted if vendor does not want to participate in this solicitation but wishes to receive notice of other District solicitations)

C. Attachment C: Sample Contract

INVITATION TO BID (ITB): C23-08
District-Wide Furniture, Furnishing and Equipment

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.

Any deviations from these specifications must be clearly noted by the Bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

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 12, as applicable.
- B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder will list the District as an additional named insured and certificate holder).
- C. Documentation confirming that the District, agents, and their successors and assigns will be named as Additional named insureds on the Bidder's insurance policies providing coverage for this contract
- D. Copy of Current Business License/Tax Certificate/or equivalent.
- E. State of Georgia Business License (As Applicable)
- F. Documentation of Standard Manufacturer's Warranty (if applicable) (minimum 1 year).
- G. Documentation of Extended Warranty (As Applicable)
- H. Completed W-9 Form

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 GENERAL DESCRIPTION OF GOODS OR SERVICES REQUESTED

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 SPECIFICATIONS.

4.1 PRICING/DELIVERY

4.1.1 Bidders are required to submit pricing as outlined on the Excel spreadsheet provided. 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 12).

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 (1) year period, with options for three (3) 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 MINIMUM QUALIFICATIONS FOR BIDDER TO BE RESPONSIBLE.

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 incorporated or authorized to do business in Georgia (unless the nature of the business is such that a business not based in Georgia is not required to register to transact business in the state).
- B. Bidder must have a minimum of five (5) continuous years in providing goods/services requested in this solicitation, preferably 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 be licensed by the State of Georgia (as applicable) for providing the services requested.
- D. Bidder must provide documentation that their Occupational Business Taxes have been paid by providing a copy of their current Business License/Tax Certificate.

- E. Bidder must demonstrate its financial stability to provide the services requested herein.
- F. Bidders demonstrate that it can meet all insurance requirements required by the District if awarded a contract as a result of this solicitation, including any bid bond requirements, performance bond requirements, or payment bond requirements.

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. These references should be identified in response to Solicitation Form 3. The District shall, in its sole discretion, evaluate the references for the purposes of determining whether the Bidder is “responsible,” or its Bid is “responsive” to this solicitation. The District reserves the right to request additional references. A failure to provide additional information may result in Bidder’s Bid being rejected as “nonresponsive.”

6.0 COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS.

The successful Bidder shall comply with all local, state, and federal laws, regulations, and policies that apply to the provision of any goods or services in response to this solicitation, regardless of whether those local, state, or federal laws are expressly identified in this solicitation or in any resulting contract with the District.

7.0 QUANTITIES.

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

8.0 SCHEDULING.

All time and material work must be completed according to a schedule that meets the needs of the District. Any supplier that cannot meet the District’s scheduled requirements will be relieved of responsibility of that particular project. The District has the option to use another supplier at its sole discretion, based on the service needs for any given day. The District’s representative who oversees the assigned project will be the person in charge of the work for the District and must approve by signature all hours worked, special equipment, vehicles and any other items to be invoiced. Start time, break time, and end time must be coordinated through the SCCPSS representative overseeing the project.

9.0 TRANSITION PERIOD.

Due to the nature of the District’s competitive purchasing processes, a transition period may be needed from the successful bidder from one solicitation to the successful bidder on a future solicitation. The successful bidder of this solicitation 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 after the termination of any contract resulting from this solicitation. 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.

10.0 PRICING AND DELIVERY.

Bidders shall submit pricing based upon the specifications detailed herein and, in the format, requested on the Bid Submittal Form (Solicitation Form 12). All pricing shall include inside delivery to each school site. The pricing submitted in Bidder's bid shall remain firm and open for acceptance by the District for ninety (90) days after the District receives the Bidder's bid. If the District accepts the Bidder's bid, the Bidder will honor that pricing for the initial term of the contract, which shall not exceed one year after execution of the contract by the District. The District will not accept any price increases, fuel surcharges, or add-on costs during the original term of any contract resulting from this solicitation.

The District and the Bidder may agree to renew the contract by mutual agreement for an additional term (the "first renewal term"), not to exceed one year from the date upon which the contract resulting from this solicitation terminates. The Bidder agrees to that the pricing for the first renewal term will not increase more than 5% from the pricing offered in response to this solicitation. Other than this 5% price increase, the District will not accept any price increases, fuel surcharges, or add-on costs during the first renewal term of any contract resulting from this solicitation.

The District and the Bidder may agree to renew the contract by mutual agreement for an additional term (the "second renewal term"), not to exceed one year from the date upon which the first renewal expires. The Bidder agrees to that the pricing for the second renewal term will not increase more than 5% from the pricing offered during the first renewal contract. Other than this 5% price increase, the District will not accept any price increases, fuel surcharges, or add-on costs during the first renewal term of any contract resulting from this solicitation.

11.0 BASIS OF CONTRACT AWARD.

Award of contracts, if any, shall be made to responsive and responsible bidders on a "line item basis" as determined by the District in its sole discretion to be in its best interests, considering factors in addition to price, including, but not limited to, how long a vendor will hold its prices firm, the anticipated delivery time, whether installation is included, and sample quality. This means that the District may award all line items solicited to a single bidder, it may award each line item to a different bidder, it may award multiple line items to a single bidder and use a combination of bidders to fulfill all items, it may award a single line item to multiple bidders, and/or it may decide not to award some line items to any bidders, as determined by the District to be in its best interest.

The District also reserves the right to designate one bidder as a primary vendor for a line item and another bidder a secondary or backup vendor for a line item. The District will use the primary vendor, unless the primary vendor cannot fulfill the goods and/or services required by the District in the amount or in the time requested, in which case the District may use the secondary vendor or both in its discretion to fulfill all items within the time desired by the District.

This procurement process accounts for the fact that no single Bidder may be able to provide the District with all of the items that it may require and for the fact that some Bidders may specialize in a particular type of item and may be able to supply a better price or selection as to that type of item than another provider. It also allows the District to hire multiple bidders to complete all of the projects faster. In addition to considering the price per line item, the District may also consider the administrative convenience associated with having a single vendor provide multiple products and the risks associated with having a single vendor provide all of the products to ensure the delivery timeline is met.

No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of law.

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

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

In the event of a tie between the two responsive and responsible bidders as to price, the District shall resolve the conflict based on the quality of the samples, as determined by the District in its sole discretion. If the District cannot determine an appreciable difference between the samples, then the District shall resolve the tie with a coin flip by the Director of Purchasing (or her designee), witnessed by at least one other District employee. In the event of a tie between three or more responsive and responsible bidders as to price which is not resolved by the District's assessment, in its sole discretion, of the quality of the samples, then the winner will be declared by drawing lots in the presence of at least one other District employee in a manner by which the person drawing the lots cannot distinguish between bidders.



12.0 DISTRICT REPRESENTATIVE.

The Board has selected **Nicole Callahan, Senior Director, Capital Projects** as contract representative. After award, supervision of the contract will be performed by the contract representative and/or his/her designee(s) or successor(s).

The Bidder shall have a communication device that will allow the District's representative and/or his designee to contact him directly in the event of an emergency. The Bidder is required to provide the District's representative with all emergency telephone numbers, which will include an office phone 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 information.

13.0 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.

14.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this ITB, then it shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the ITB. Modifications shall be made by issuing an addendum and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System's Purchasing Department. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the ITB prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

15.0 PERFORMANCE PERIOD.

This bid will establish an annual contract that will terminate at 11:59:59:99 (p.m.) (ET) on the night before the one-year anniversary of the effective date of the contract based upon the execution of the contract with a District representative acting with authority from the District's governing body, the elected School Board, or its designee by Board policy. The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

16.0. 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 "Board of Public Education for the City of Savannah and the County of Chatham, meaning the body corporate responsible for public education in Chatham**

County commonly known as the Savannah-Chatham County Public School System (“SCCPSS), 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 Liability coverage, 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. **If Bidder will only be providing goods to the District and shipping them by the United States Postal Service or commercial carrier, such as UPS, FedEx, or DHL, then Bidder will not be required to have Commercial Automobile Liability Insurance. However, in this event, Bidder must agree to purchase insurance from the United States Postal Service and the commercial carrier to cover the full replacement cost of the goods to be shipped to the District by the Bidder. The cost of any such insurance shall be born by the Bidder, and no additional insurance charges should be passed along to the District. A successful Bidder who fails to purchase the required insurance when shipping the USPS or commercial carrier may be terminated for breach-of-contract.**

C. Worker’s Compensation Insurance Statutory limits in accordance with O.C.G.A.34-9-120 et. seq. If Bidder does not operate any facilities in the state of Georgia, then Bidder may be able to satisfy this requirement by demonstrating that it has Worker’s Compensation Insurance that complies with the laws of the state in which Bidder is located.

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

17.0 CRIMINAL HISTORY, LITIGATION HISOTRY, AND CONTRACT PERFORMANCE HISTORY

In response to Solicitation Form 7, “Disclosure of Responsibility Statement” please answer a number of questions concerning Bidder’s criminal history, litigation history, and contract performance history. If, prior to the award of a contract, the District determines that a Bidder has supplied incomplete or inaccurate information in response to this form, the District reserves the right to reject Bidder’s Bid as “non-responsive” based on the nature of the error, in its sole discretion. If, prior to the award of a contract, it appears to the District that a Bidder may have made an intentional misrepresentation on the Disclosure of Responsibility Statement, the District reserves the right to designate the Bidder who provided incorrect information in response to solicitation form 7 as “not-responsible” on this or other District solicitations.

If after the award of a contract, the District determines that the successful Bidder provided incomplete or inaccurate information in response to Solicitation Form 7, the District reserves the right to rescind the contract for negligent or intentional misrepresentation as allowed law and/or right to affirm the contract and sue for damages as appropriate.

18.0 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 on or before March 14, 2023.

19.0 Escalation/De-Escalation Clause. All prices set forth in Schedule A shall be firm against any increase for the performance period and any transition period for this Agreement. Ninety days (90) days prior to end of the performance period and before any renewal of a resulting of any contract by the District, the District may entertain a request from the Contractor for the escalation (increase) in the price listed in Schedule A in any subsequent, renewal contract. The basis for this price increase request will be a cost increase to the Contractor that exceeds five percent (5%) of the price listed in Attachment "A" of this Agreement.

Price increase requests will be considered only if the Contractor provides to the District a letter from the manufacturer or supplier on the manufacturer's/supplier's letterhead with an authorized signature and date, confirming the Contractor's increased cost. The letter shall state the current manufacturer's/supplier's price along with the manufacturer's/supplier's increased price.

In response to this request for a price increase, the District may agree to the price increase requested by the Contractor, the District may agree to a price increase in some amount but less than the amount requested by the Contractor, the District may decline to approve any price increase, or the District may decide to no longer order the product from Contractor. Any changes to the goods ordered and the price set forth in Schedule A of this Agreement may only be accomplished through the execution of a new written agreement between the District and the Contractor or through a written modification to this Agreement, to the extent allowed by Georgia law. Any such written agreement or written modification to this Agreement must be recommended by the Director of the School Nutrition Program, and the Superintendent, or her designee, to the District's governing body, the elected School Board, and subsequently approved by the elected School Board. Any price changes will go into effect as provided in any such written agreement or written modification to this Agreement approved by the School Board.

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 until the time of final award by the District's governing body, the elected School Board, or its designee pursuant to Board policy.

**End of Attachment A
Forms to Follow**

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ATTACHMENT B**

SOLICITATION FORMS

Failure to return a required form may result in the Bidder's bid being rejected as non-responsive.

1. Solicitation Form 1: Bid Submission Checklist
(Required for all bids. Please include on the front of any bid submission)
2. Solicitation Form 2: Bid Certification Form
(Required for all bids)
3. Solicitation Form 3: Bidders References
(Required for all bids)
4. Solicitation Form 4: Contractor Affidavit Under O.C.G.A. § 13-10-91
(Required for all bids)
5. Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91
(Only needed if subcontractors will be used)
6. Solicitation Form 6: Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91
(Only needed if sub-subcontractors will be used)
7. Solicitation Form 7: Disclosure of Responsibility Statement
(Required for all bids)
8. Solicitation Form 8: Debarment and Suspension Verification Form
(Required for all bids)
9. Solicitation Form 9: Disclosure of Lobbying Activities Form
(Required for all bids)
10. Solicitation Form 10: Documentation of Good Faith Efforts to Involve LMWBE
(Required for all bids)
11. Solicitation Form 11: Joint-Venture Disclosure Statement
(Only need if a joint venture used)
12. Solicitation Form 12: Bid Submittal Form
(Required for all bids)
13. Solicitation Form 13: No Bid Statement Form
(Only submitted if vendor does not want to participate in this solicitation but wishes to receive notice of other District solicitations)

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 1**

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: Debarment and Suspension Verification Form
- Solicitation Form 9: Disclosure of Lobbying Activities Form
- Solicitation Form 10: Documentation of Good Faith Efforts to Involve LMWBE
- Solicitation Form 11: Joint-Venture Disclosure Statement
(submit only if Bidder is a joint venture)
- Solicitation Form 12: 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 13 in an enveloped mark "No Response."

Solicitation Form 1

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
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.

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

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

- | | |
|--|--|
| <input type="checkbox"/> City of Savannah, Dept. of Economic Development | <input type="checkbox"/> The Herald Legal Ad |
| <input type="checkbox"/> Received Request by Mail | <input type="checkbox"/> The Savannah Tribune Legal Ad |
| <input type="checkbox"/> Visiting the Purchasing Office | <input type="checkbox"/> 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*

Acknowledge Receipt of Addendum(s) # ____ # ____ # ____ # ____ # ____ # ____

D. NOTARY:

Subscribed and sworn before me on

This the ____ day of _____, 20 ____

Notary public

My commission expires

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 3**

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: _____

SOLICITATION FORM 4

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:

_____ *Federal Work Authorization User Identification Number* _____ *Date of Authorization*

_____ *Name of Contractor*

C23-08 District-Wide Furniture, Furnishings and Equipment

_____ *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 _____, 20____ 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 _____, 20____

_____ *NOTARY PUBLIC*

_____ *My Commission Expires*

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 6**

(Required only if the Bidder may use subcontractors)

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:

Federal Work Authorization User Identification Number _____ *Date of Authorization* _____

Name of Sub-Subcontractor _____

C23-08 District-Wide Furniture, Furnishings and Equipment

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 _____, 20_____

Notary Public

My commission expires

Solicitation Form 6

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 7**

Disclosure of Responsibility Statement

Instructions

Please answer the following questions regarding the criminal history, litigation history, and contract performance history of the Bidder and/or its officers, directors, owners, and other key employees who are expected to provide services to the District if the Bidder is awarded a contract as a result of this solicitation. Answers should be truthful, to the best knowledge of the Bidder's representative submitting the Bidder's response to this ITB and signed in the presence of a notary public.

If the answer to any of these questions is "yes," then the Bidder should provide sufficient information for the District to identify the number and nature of the criminal offenses, administrative actions, lawsuits, or other potential contract performance issues disclosed.

If the number of criminal offenses, administrative actions, lawsuits, or other potential contract performance issues disclosed in response to each question is greater than zero (0) but fewer than five (5), then the Bidder should describe each issue identified with sufficient detail for the District to understand the nature of the offense, dispute, or performance issue, and the resolution, including the amount of any fine or judgment. In describing any legal matter in court, please provide the case name, case number, and court for each legal matter.

If the Bidder has more than five (5) criminal offenses, administrative actions, lawsuits, or other potential contract performance issues to disclose in response to each question, then the Bidder should state "more than five" and provide an explanation of why the matters to disclose exceed five (5) in number and why, in the opinion of the Bidder, the number and severity of these issues is not so significant as to adversely affect the Bidder's ability to provide the goods and/or services requested in this solicitation. For example, some businesses may be so large and may be involved in such a large number of transactions that they are involved in numerous lawsuits throughout the country in the ordinary course of business, but the business is large enough that these lawsuits reflect only a small number of the company's overall transactions and the business may be sufficiently insured and capitalized such that the volume of lawsuits may not pose any risk to the District. Similarly, financial institutions or large employers may be parties to a large number of garnishment actions involving their customers or employees. The business's involvement in those types of proceedings does not reflect a track record of poor performance that would prevent the Bidder from competently providing the good and services requested in this solicitation to the District.

The District may decide, in its sole discretion, whether the quantity or type of criminal offenses, administrative actions, lawsuits or other potential contract performance issues disclosed prevent the Bidder from being considered a "responsible" Bidder for this solicitation.

The District reserves the right to request additional information with respect to any answer to the following questions, including more specific information on any criminal matters or litigation disclosed. The District reserves the right to reject as "non-responsive" the Bid of any Bidder who refuses to provide any additional information requested by District staff to further inquire to any disclosures on this form.

To the extent the following questions request information with respect to an "owner" or "shareholder" of the Bidder, the question shall refer to the owner or shareholder of a privately held company, rather than a publicly traded company. The District recognizes that it may be impracticable for a publicly held company to know whether purchasers of publicly held stock have been involved in any responsive criminal proceedings or litigation.

[Questions on Next Page]

Questions

1. Please state whether Bidder, or any owner of more than 10% of Bidder's ownership interests, any of Bidder's current officers, any of Bidder's current directors, or any of Bidder's current employees that Bidder reasonably expects to be involved in actually providing goods and/or services to the District in response to this solicitation, has ever been convicted of any criminal offense in connection with obtaining or attempting to obtain a government contract.

No Yes. If yes, describe _____

2. Please state whether Bidder, or any owner of more than 10% of Bidder's ownership interests, any of Bidder's current officers, any of Bidder's current directors, or any of Bidder's current employees that Bidder reasonably expects to be involved in actually providing goods and/or services to the District in response to this solicitation, has ever been convicted of any criminal offense that would show a lack of business integrity or honesty, including, but not limited to embezzlement, theft, or fraud.

No Yes. If yes, describe _____

3. Please state whether Bidder, or any owner of more than 10% of Bidder's ownership interests, any of Bidder's current officers, any of Bidder's current directors, or any of Bidder's current employees that Bidder reasonably expects to be involved in actually providing goods and/or services to the District in response to this solicitation, has ever been convicted of a felony under state or federal law, including, but, not limited to, murder, rape, or sexual assault.

No Yes. If yes, describe _____

[Questions Continue on Next Page]

4. Please state whether it has been determined, in the last five (5) years, that Bidder, or any owner of more than 10% of Bidder's ownership interests, any of Bidder's current officers, any of Bidder's current directors, or any of Bidder's current employees that Bidder reasonably expects to be involved in actually providing goods and/or services to the District in response to this solicitation, has violated any state or federal labor laws, including but not limited to wage and hour or anti-discrimination laws, by 1) a government administrative agency responsible for administering such laws, such as the Department of Labor or the EEOC, or 2) as a result of the entry of a judgment in civil litigation brought by a government agency or private parties.

No Yes. If yes, describe _____

5. Please state whether it has been determined, in the last five (5) years, that Bidder, or any owner of more than 10% of Bidder's ownership interests, any of Bidder's current officers, any of Bidder's current directors, or any of Bidder's current employees that Bidder reasonably expects to be involved in actually providing goods and/or services to the District in response to this solicitation, has violated state or federal occupational safety laws, including but not limited to OSHA regulations, by 1) a government administrative agency responsible for administering such laws, such as OSHA or 2) as a result of the entry of a judgment in civil litigation brought by a government agency or private parties.

No Yes. If yes, describe _____

6. Please state whether Bidder has ever been disbarred or otherwise disqualified from participating in any federal or state government purchasing process.

No Yes. If yes, describe _____

[Questions Continue on Next Page]

7. Please state whether Bidder is currently a party in any civil litigation arising out its performance of a contract for the provision of goods and services, including, but not limited to, claims that Bidder breached that contract, caused personal injury or property damage in the course of its performance of the contract, or committed professional malpractice, regardless of whether the party bringing the claim was a party to the contract or a third party.

No Yes. If yes, describe _____

8. Please state whether, in the last five (5) years, any judgments have been entered against the Bidder in any civil litigation arising out its performance of a contract for the provision of goods and services, including, but not limited to, claims that Bidder breached that contract, caused personal injury or property damage in the course of its performance of the contract, or committed professional malpractice, regardless of whether the party bringing the claim was a party to the contract or a third party.

No Yes. If yes, describe _____

9. Please state whether, in the last five (5) years, any local, state, or federal government agency has ever terminated a contract with the Bidder for cause.

No Yes. If yes, describe _____

10. Please state whether Bidder currently has or is seeking any other contracts with SCCPSS and state why Bidder believes it has the capacity to perform all of its contracts with SCCPSS simultaneously.

No Yes. If yes, describe _____

[Signature on Next Page]

Solicitation Form 7

I, _____, of

,

Name of Individual Title & Authority

Company Name

declare under oath that the above statements in response to the Disclosure of Responsibility Statement, including any supplemental responses attached hereto, are true and correct to the best of my knowledge.

Signature

Date in _____, and _____
City *State*

Subscribed and sworn before me on

This the _____ day of _____, 20_____

Notary Public

My commission expires

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 8**

**Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by federal regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

[Instructions Continue on Next Page With Certification]

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1.. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bidder's Name: _____

Bid Number and Name: C23-08 District-Wide Furniture, Furnishings and Equipment

Printed Name and Title of Bidder's Authorized Representative:

Signature: _____ **Date** _____

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 9**

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder's Name: _____

Bid Number and Name: C23-08 District-Wide Furniture, Furnishings and Equipment

Printed Name and Title of Bidder's Authorized Representative:

Signature: _____ **Date** _____

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 9 (continued)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C23-08 SOLICITATION FORM 9 (Continued)**

DISCLOSURE OF LOBBYING ACTIVITIES

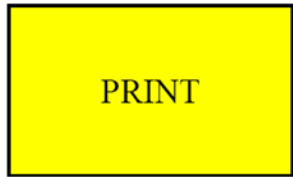
Approved by
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-9)
--------------------------	---



**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
SOLICITATION FORM 10**

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 competing 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.	<input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please explain:
Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
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.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C23-08 SOLICITATION FORM 11**

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

NAME OF BIDDER: _____ ITB #: C23-08

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.

Partnership/ Joint Venture Entities	Level of work	Financial participation

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C23-08 SOLICITATION FORM 12**

BID SUBMITTAL FORM

Bidder shall submit its bid pricing on this form based on the estimated quantities or the hypothetical purchasing scenario provided. These estimated quantities or hypothetical scenarios are for the purpose of comparing and evaluating bids only. The District is not obligated or limited to purchase the estimated quantities, and it may purchase as many of the goods and/or services listed below as it chooses. Because the District is awarding this bid on a "Line Item" basis, then Bidder shall be careful to multiply the unit prices by the estimated quantity to create an extended price per item and then add up the extended price for each item to be provided.

Please enter all pricing for Bid C23-08 District-Wide Furniture, Furnishings and Equipment on the Excel Spreadsheet provided. Please enter the original manufacturer and original model number for the items in the description field, do not make any other changes to the Excel Spreadsheet. The Excel Spreadsheet will be live and will calculate your total cost. Please save your Excel Spreadsheet with your company's name as the file name. No other changes to the Excel Spreadsheet will be acceptable.

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of ninety (90) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To hold my prices firm for the duration of the initial term of the contract.

Delivery time after receipt of purchase order _____ days.

Firm Submitting Bid: _____

Individual Submitting Bid: _____ Title: _____

Signature: _____

Address: _____ City/State: _____ Zip: _____

Telephone: _____ Fax: _____

EMAIL Address: _____

Solicitation Form 12

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #C23-08 SOLICITATION FORM 13**

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 manage 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

Solicitation Form 13