



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

May 30, 2019

Ladies and Gentlemen:

The Savannah-Chatham County Public School System ("SCCPSS") would like to take this opportunity to announce that it is requesting bids for **Bid # 19-64 Musical Instruments**

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

Bids will be accepted prior to **11:00 A.M. on Thursday, June 27, 2019**, at which time they will be publicly opened and examined. **Time is of the essence, and any Bid received after this deadline for submission, whether by mail or otherwise, will not be accepted.** Bidders are responsible for ensuring that their bids are timely received and stamped by Purchasing Department personnel. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled deadline.

**THERE IS NOT A PRE-BID CONFERENCE SCHEDULED FOR THIS SOLICITATION.**

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

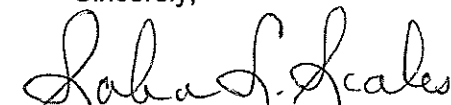
Please include with your bid all documents requested by this solicitation, including, but not limited to, a copy of your firm's current business license and certificate of insurance. **Failure to include all the information and/or documents requested by this solicitation could result in the bid not being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

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

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

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

Sincerely,

  
Sabrina L. Scales, CPPB  
Purchasing Director

Mission - To ignite a passion for learning and teaching at high levels.  
Vision - From school to the world: All students prepared for productive futures  
"AN EQUAL OPPORTUNITY EMPLOYER"

**INVITATION TO BID (ITB): #19-64  
BAND INSTRUMENTS**

**I. INTRODUCTION**

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

It is worth noting at the outset that this Invitation to Bid is a competitive sealed bidding process. The contract, if one is awarded at all, will be awarded as set forth in the section entitled "Basis of Contract Award" in Attachment "A" below.

Vendors who wish to be awarded a contract by the District to provide the goods and/or services requested by this ITB shall be referred to herein as the "Bidder(s)." To be considered for an award of a contract under this ITB, Bidders should carefully read this solicitation document, which is called **Invitation to Bid (ITB): #19-64 Band Instruments**, and all 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 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 District website [www.sccpps.com](http://www.sccpps.com), and in the Savannah Morning News, the newspaper for legal notices in Chatham County, Georgia.

The advertising date(s) for this Invitation to Bid (ITB) in the Savannah Morning News are as follows:

**Thursday, May 30, 2019, and Thursday, June 13, 2019.**

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

**No pre-Bid conference is scheduled for this ITB.**

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

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

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

**11:00 A.M. on Thursday, June 27, 2019.**

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

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

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

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

**F. Delivery and Submission of Bids.**

Bidders shall timely deliver bids in person, by mail, or by a commercial delivery service, such as Federal Express or UPS, to the following address:

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The Savannah Chatham County Public School System  
Purchasing Department  
208 Bull Street  
Room 213  
Savannah, Georgia, 31401.

**G. Receipt and Tabulation of Bids.**

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

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

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

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

**I. Non-Response by Prospective Bidders.**

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

**J. Form and Formatting of Bids.**

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

**K. Bid Bonds.**

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

**L. Performance and Payment Bonds.**

If the bid exceeds \$100,000, the successful Contractor will be required to provide both a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the total Contract amount within 14 days receipt of the District's Intent to Award and prior to execution of contract.

**M. Bidder's Essential Credentials and Business Structure to be considered a "Responsible Bidder."**

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

To be considered a "responsible" Bidder for the purpose of this ITB, a Bidder must be licensed and have the capacity to provide the goods and/or perform the services requested by this ITB and must be able to meet the minimum licensing, bonding, insurance, and contractual requirements of this ITB. The District reserves the

right to request a Bidder to provide additional information or documentation to demonstrate that it is a “responsible” Bidder. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Bidder to be not “responsible” for the purposes of this ITB.

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

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

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

While any lawful form of business may be a “responsible” Bidder, if the Bidder is a partnership or joint venture, a copy of the contractual agreement between the partners or the participants in the joint venture must be provided with the Bidder's bid. The partnership or joint venture agreement must be adequate to its purpose of establishing a safe and well-structured good faith relationship between the participants, and must comply with all applicable laws, including Antitrust Laws. The agreement must include adequate provisions to address unforeseen events such as the demise of any one of the partners or joint venture companies, and the like. If the Bidder is a partnership or joint venture between two existing business entities, including, but not limited to, a corporation or LLC, then all partner should be routinely and on a daily basis in the business of providing services which are closely similar or identical to those Services solicited by this ITB. If the District determines that the form of the Bidder's business, including a partnership or joint venture, was not created for a legitimate business purpose, could impair the Bidder's performance in response to this solicitation, poses a liability to the District, or is otherwise not in the best interest of the District, then the District reserves the right to disqualify the Bidder and determine that it is not responsible.

If the Bidder is a joint venture, information and documentation must be provided to establish whether the joint venture is a business entity created for the purpose of functioning as the joint venture, or whether the joint venture is operated through the existing legal status of the venture partners. All information regarding the legal structure and reporting of income for tax purposes of the joint venture must be provided.

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

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

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

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

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

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

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

For the purposes of this policy, good faith efforts may include, but not be limited to, the following:

- Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities.
- Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.
- Communicate with the City of Savannah's Office of Economic Development to identify available and qualified LMWBE firms.
- Review the District's list of vendors indicating an interest in providing services to the District.
- Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities.
- Assign substantive work to LMWBEs or LMWBE teaming partners.

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

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

1. African American: A person with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and
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, with the exception of the LMWBE monthly report which is produced to illustrate the monthly report that will be required to be filed by any Bidder(s) that may ultimately be awarded a contract by the District.

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

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

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

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

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

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

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

A bid shall be deemed "nonresponsive" if it fails to include all of the information or documents required by this ITB.

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

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

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

Bidders represent that, to the best of their knowledge, all information that they submit to the District in response to this ITB, whether through a bid or otherwise, is true and correct. If the District determines that information submitted by the Bidder is incorrect, the District may disqualify a bid as "non-responsive." If the District determines that 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, and Issuance of Addenda.**

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

Savannah-Chatham County Public School System  
Attn.: Kathleen Watson-Scott, Purchasing Agent  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912) 201-7648  
Email: purchasing@sccpss.com

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

**All requests for interpretation must be submitted to the Purchasing Department on or before the close of business, 5:00 P.M. on Monday, June 17, 2019.** The District shall not be required to answer any questions about this ITB submitted after this date.

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

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

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

The goods and/or services and contract terms requested by the District in this 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.

When reference is made in the specifications as to a particular manufacturer, type of process, brand name, or model number, such references are usually, but not always, made to designate minimum acceptable levels of quality and do not indicate a preference. In some instances, a particular manufacturer, type of process, or brand name is required.

In the event a Bidder would like to propose another manufacturer, process, brand name, model number, etc. other than those stated in the specifications for this ITB, the Bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting that the proposed substitute is equal to the goods or services identified in the specifications, rests with the Bidder. All determinations of the acceptability of the proposed substitute goods or services shall rest with the District staff and their decision shall be final.

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

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

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

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

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

Savannah-Chatham County Public School System  
Attn.: Kathleen Watson-Scott, Purchasing Agent  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912) 201-7648  
Email: purchasing@sccpss.com

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

**All requests for material substitution must be submitted to the Purchasing Department on or before, 5:00 P.M. on Monday, June 17, 2019.** The District shall not be required to answer any questions about this ITB submitted after this date.

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

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

#### **W. Protests.**

Any actual Bidder or bona fide prospective Bidder who is aggrieved in connection with this ITB may protest to the Purchasing Director. By submitting a bid in response to this ITB without filing a protest observing

the deadlines set forth below, the Bidder waives any objection to the content of this ITB (including any attachment or addenda) issued prior to as well as any objection to any procedure outlined therein. Protests filed after the deadline for submissions shall only concern the implementation of the ITB as applied to the Bidder or addenda issued after the submission date.

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

Any protest filed after the submission deadline shall be submitted within five business (5) days after the action by the District on which the grievance is based, but in no case later than five business (5) days after the date of the District's notice of intent to award a contract for the provision of goods and/or services requested in his ITB, which will be transmitted by fax to all Bidders.

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

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

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

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

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

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

**Y. Gratuity Prohibition.**

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

**Z. Certification of Independent Submission of Bids.**

By submitting a bid in response to this ITB, the Bidder must certify that:

1. The information in this bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition with any other Bidder or with any competitor;
2. The information in this bid has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the District's final determination regarding this ITB, directly or indirectly to any other Bidder or to any competitor;
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and,
4. In the event the Bidder is a partnership or joint venture, each party thereto certifies the above.

**[ITB Continues on Next Page]**

### **III. ITB ATTACHMENTS, SPECIFICATIONS, SAMPLE CONTRACTS, AND FORMS**

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

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

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

1. Solicitation Form 1: Bid Submission Checklist  
(to be included on the front of any bid)
2. Solicitation Form 2: Bid Certification Form
3. Solicitation Form 3: Bidders References (to be included following the Bidder's bid)
4. Solicitation Form 4: Contractor Affidavit Under O.C.G.A. § 13-10-91
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
8. Solicitation Form 8: LMWBE Good Faith Requirements
9. Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE
10. Solicitation Form 10: Joint-Venture Disclosure Statement  
(only need if a joint venture used)
11. Solicitation Form 11: Bid Submittal Form
12. Solicitation Form 12: No Bid Statement Form

**C. Attachment C:** Sample Contract

**INVITATION TO BID (ITB): #19-64  
BAND INSTRUMENTS**

**Attachment A**

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

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

**1.0 GENERAL INTENT.**

The intent of these specifications is to solicit formal sealed bids from qualified firms to establish a contract, through competitive negotiation, to obtain Band Instruments on the basis of a "one-time purchase" as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

**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 4, 7 through 9, and 11
- B. Forms 5, 6, or 10, if applicable
- B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder will list the District as a Certificate Holder).
- C. Copy of Current Business License/Tax Certificate.
- D. State of Georgia License (As Applicable)
- E. Standard Manufacturer's Warranty (minimum 1 year).
- F. Extended Warranty (As Applicable)
- G. Completed W-9 Form
- H. Contractor's Affidavit (E-Verify)

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

**3.0 DESCRIPTION.**

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

In the event that a bidder is offering another manufacturer and/or model number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the bidder. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final.

Payment will not be released to the bidder to all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.

#### **4.0 SCOPE OF SERVICES.**

The District's current requirements are for a "one-time purchase" of musical instruments as identified on Solicitation Form 12.

#### **5.0 VENDOR QUALIFICATIONS.**

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

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

A. Bidder must be an organization existing for the primary purpose of providing goods/services requested in this solicitation.

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

C. Bidder must 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. Bidder must be fully bonded and demonstrate its' ability to meet all insurance requirements.

G. 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.

#### **6.0 STANDARDS AND GUIDELINES.**

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

#### **7.0 QUANTITIES.**

The estimated quantities provided are intended as a guide for the bidder. The District does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The District's requirements may exceed the estimated quantities shown and the successful bidder shall be obligated to 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 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 PRICING AND DELIVERY.**

All contract labor rates (if approved), will include all labor, travel time, per diem, service truck, fuel surcharges, and any tools or equipment necessary to perform the particular service requirement (i.e. inspection, maintenance, repairs, service check, etc.). The only exception is the following equipment: boom truck, bucket truck, backhoe, trencher and thermographic equipment. All other miscellaneous equipment and/or tools must be included in the hourly labor rate.

Contracted man hours will be paid only for productive hours spent at the job site or for repair work performed at the Bidder's facility. Repairs completed at the Bidder's facility must be approved by the District's representative. Time spent for the transportation to and from each job site, material acquisition, handling and delivery, or for the movement of Bidder owned or rented equipment is not chargeable directly and is the Bidder's "overhead". These costs shall be included in all contract hourly labor rates. All hourly labor rates will also include all direct labor, general and administrative overhead, insurance, profit margin and cost for all equipment that is normal and necessary (i.e. trucks, tools, etc.). A Summary Report of all chargeable hours must be submitted to the District prior to payment being processed. Summary Report must include the employee name, hours worked on site, and the date of service.

Prior to any quarterly or annual service, the successful Bidder shall submit to the authorized District representative, an estimate for the services to be rendered or performed. Bidder shall not perform any services until a District purchase order for the services has been generated and forwarded to the Bidder's firm.

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

## **10.0 EXCEPTIONS.**

It shall be the responsibility of the Bidder to include with his bid a list and clarification of any deviations from the specifications and/or to qualify any products offered. The list must be properly signed by the party submitting the bid. Exceptions will be taken into consideration but may not lower minimum bid standards. The list must be attached to bid submittal.

## **11.0 BASIS OF CONTRACT AWARD.**

Award of contracts, if any, shall be made to responsive and responsible bidders on a line item basis. 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. In which case, the bidder with the lowest price shall be designated the primary vendor, and the bidder with the next lowest price shall be considered the secondary or backup vendor. 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 required, in which case the District may use the secondary vendor or both in its discretion.

This procurement process accounts for the fact that no single Offeror may be able to provide the District with all of the instruments that it may require and for the fact that some Offerors may specialize in a particular type of instrument and may be able to supply a better price or selection as to that type of instrument than another provider. 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.

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, 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, 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 **MEL WHITEHEAD, TEACHER SPECIALIST**, as contract representative. After award, supervision of the contract will be performed by the contract representative and/or his/her designee.

The Bidder shall have a communication device that will allow the District's representative and/or his designee to contact him directly in the event of an emergency. The Bidder is required to provide the District's representative will all emergency telephone numbers, which will include a home number, pager number, and a cellular telephone number (as applicable). It will be the Bidder's responsibility to immediately notify the District's representative of any changes in contact numbers.

The Bidder is required to perform all work on site unless, due to the nature of the required repairs, it is necessary to remove a component to be repaired at the Bidder's facility. If any one unit is down for more than 12 hours, the District Representative will be advised and informed of the nature of the repairs and justification for the unit "shut down".

#### **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 the bid, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an 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 bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

## 15.0 PERFORMANCE PERIOD.

This bid will establish a "ONE-TIME" purchase contract to remain open for ninety (90) days beginning with the award of the contract.

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

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

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

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

**D. Umbrella Liability** Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

## 17.0 LITIGATION HISTORY.

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

## 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.**

The District reserves the right to reject any Bid that does not contain the terms of the Sample Contract or contains other terms unacceptable to the District. The District reserves the right to decline to enter into a

contract with any Bidder that refuses to enter into a contract substantially similar to the Sample Contract attached hereto. The District reserves the right to negotiate all terms of any contract proposed by a Bidder up until any point before the School Board awards a contract to a Bidder.

**End of Attachment A  
Forms to Follow**

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB #19-64 ATTACHMENT B**

**SOLICITATION FORMS**

1. Solicitation Form 1: Bid Submission Checklist  
(to be included on the front of any Bid)
2. Solicitation Form 2: Bid Certification Form
3. Solicitation Form 3: Bidders References (to be included following the Bidder's Bid)
4. Solicitation Form 4: Contractor Affidavit Under O.C.G.A. § 13-10-91
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
8. Solicitation Form 8: LMWBE Good Faith Requirements
9. Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE
10. Solicitation Form 10: Joint-Venture Disclosure Statement  
(only need if a joint venture used)
11. Solicitation Form 11: Bid Submittal Form
12. Solicitation Form 12: No Bid Statement Form

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB #19-64 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: LMWBE Good Faith Requirements
- € Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE
- € Solicitation Form 10: Joint-Venture Disclosure Statement  
(submit only if Bidder is a joint venture)
- € Solicitation Form 11: Bid Submittal Form
- € Bidder's Certificate of Insurance: Documents showing that Bidder has or can obtain the minimum insurance required by this solicitation.
- € A copy of the Bidder's Current Business License/Tax Certificate
- € Any State of Georgia licenses required to provide the goods and/or services requested by this ITB.
- € A copy of the Bidder's W-9, showing its Federal Tax Id. Number and Certification
- € Additional Documents Submitted by Bidder in Support of its Bid, including

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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."

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB #19-64 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 \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
*Notary public*

\_\_\_\_\_  
*My commission expires*

**Solicitation Form 2**

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 19-64 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:

\_\_\_\_\_







**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 19-64 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*

**BID # 19-64 Band Instruments**

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

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

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

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

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

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

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

Subscribed and sworn before me on  
This the \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_\_

\_\_\_\_\_ *Notary Public*

\_\_\_\_\_ *My commission expires*

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 19-64 SOLICITATION FORM 7**

**Disclosure of Responsibility Statement**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.
3. List any convictions or civil judgments under state or federal law.
4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any government agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of material and workmanship.
8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
9. List any pending criminal actions, civil actions, or other lawsuits against the company in the past three (3) years, including lawsuits by current or former customers or clients.
10. List any and all other contracts that you are actively seeking to be awarded by the District that may require your performance concurrently with your performance on this project or any other contracts that you currently have or are currently seeking with other customers that you believe may interfere with your timely provision of the goods and/or services sought in this solicitation if you are awarded contract.

I, \_\_\_\_\_, of

\_\_\_\_\_  
*Name of Individual Title & Authority*

\_\_\_\_\_  
*Company Name*

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

\_\_\_\_\_  
*Signature*

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

Subscribed and sworn before me on  
This the \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My commission expires*

**Solicitation Form 7**

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 19-64 SOLICITATION FORM 8**

**Local and MWBE 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 to compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	<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 # 19-64 SOLICITATION FORM 10**

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

NAME OF BIDDER: \_\_\_\_\_ ITB #: 19-64

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.

<b>Partnership/ Joint Venture Entities</b>	<b>Level of work</b>	<b>Financial participation</b>

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 19-64 SOLICITATION FORM 11**

**BID SUBMITTAL FORM**

**BAND INSTRUMENTS**

Line Item	Brand	Product	Qty	Unit Price	Total Price	Delivery
1	Jupiter	YSL-354 Series Student Trombone	4			
2	Jupiter	JTR700 Standard Series Student Bb Trumpet	4			
3	JUPITER	JEP100M Quantum Series Bb Marching Euphonium Silver	1			
4	KING	3380 Series Euphonium 2280SP Silver	1			
5	PEARL	Carbon Core Marching Quint PMTCC68023/A968	2			
6	ZILDJIAN	Stadium Medium Heavy Pairs Regular 18 in.	2			
7	YAMAHA	YHR-567 Geyer Series Intermediate Double French Horn Regular	1			
8	Yamaha	YEP-321 series 4 valve euphonium-silver	1			
9	Yamaha	YBS-52 Baritone Saxophone	1			
10	Pearl	PPF105E Piccolo	1			
11	XO	1270 Professional Series Compensating Euphonium Regular 1270L Lacquer	1			
12	King	2341W Series 4-Valve 4/4 Bb tuba Lacquer w/case	1			
13	Blessing	BM 311 Marching Series Bb Baritone Silver	2			
14	Blessing	BTR-1287 Standard Series Bb Trumpet Silver	3			
15	Yamaha	YSL-354 Series Student Trombone Silver	3			
16	Yamaha	YTS-480 Intermediate Bb Tenor Saxophone Lacquer	1			
17	Yamaha	YTS-480 Intermediate Bb Tenor Saxophone Lacquer	1			
18	Conn	6D Artist Series Double Horn	1			
19	Selmer	1430LP Bb Bass Clarinet	1			
20	Gemeinhardt	Model 4PSH Piccolo Standard	3			
21	Yamaha	YEP-321 Series 4-Valve Euphonium	2			
22	Conn	Artist Series Trombone Standard # 52H	1			
23	Yamaha	Stand Padauk Xylophone with cover	1			
24	Yamaha	YEP 321 Series 4 valve Euphonium	1			
25	Yamaha	MS-9300	3			
26	Yamaha	MB-8300	4			
27	Yamaha	MQ-8300	2			
28	Yamaha	CT8000 10", 12", 13", 14" Single Headed Concert Tom Set w/ stand	1			
29	Adams	1.5 Octave Standard Series Chimes BK-2201C	1			
30	Innovative	CC1 Concert Chime Hammer	2			
31	Liberty	Tambourine Bag - 10" 02T	1			
32	Grover	10" Double row Tambourine - T2/GS	1			
33	Weiss	Bell Tree Mountable with Steel Frame SW-450	1			
34	LP	LP646NY City Series Wood Congas 10" and 11"	1			
35	Yamaha	YTS-480 Intermediate Bb Tenor Saxophone Lacquer	1			

Line item	Brand	Product	Qty	Unit Price	Total Price	Delivery
36	Yamaha	YCL-255 Standard Bb clarinet	1			
37	Yamaha	YBB-321 Tuba	1			
38	Yamaha	YEP-321S Euphonium	1			
39	Yamaha	YHR-567 Double French Horn	1			
		<b>TOTAL BID</b>				

**\*\* ALL PRICING SHALL INCLUDE SHIPPING\*\***

**In submitting this bid, I agree to the following:**

1. To hold my bid valid for a period of one hundred twenty (120) 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 contract.
4. To complete the work by the time as listed in the specification section of this document.
5. I will perform and complete all required services as outlined in the specification.

Company's Name: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Solicitation Form 11**



BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
ITB # 19-64 SOLICITATION FORM 12

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 commodity or service.
- Keep - Please keep our company on your bidders list for future reference.
- Project is: \_\_\_/ Too Large \_\_\_/ Too Small \_\_\_/ Site or Location is Too Distant
- Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. **(Please be specific)**

VENDOR STATEMENT:

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CONSTRUCTION PROJECTS ONLY: Our Company is interested in this project as a:

- Prime Contractor     Sub-Contractor     Supplier/Distributor

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number