



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

January 17, 2021

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 21-39 Network Switches and Wireless Devices for Jenkins High School (ERATE Eligible)**

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 **Tuesday, February 16, 2021 11:00 A.M.** at which time no additional bids shall be accepted. **Time is of the essence, and any Bid received after this deadline for submission will not be accepted.** Bidders are responsible for ensuring that their bids are timely received and registered by Purchasing Department personnel. If a Bidder does not receive an email confirmation that its bid has been received and registered between 9:00 A.M. and 5:00 P.M. on the day the bid is sent or prior to **11:00 A.M. on February 16, 2021**, then Bidders should email or call the purchasing department at (912) 395-5572 to confirm receipt. While the SCCPSS Purchasing Department will accept all bids received by the purchasing@sccpss.com email account before 11:00 A.M., Bidders should not wait until the last minute to submit bids. Any bids not received by 10:59:99 A.M. will be rejected.

It shall not be sufficient to show that the bid was sent by email before the scheduled deadline.

All bids must be submitted Bid number, name, and closing date and time clearly marked in the subject line of submitting email. A copy of the bid tabulation will be posted on the District's website within seventy-two (72) hours after the closing date.

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

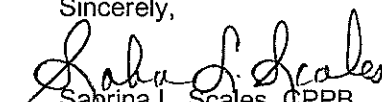
While all forms are required, Bidders will not be required to submit notarized forms with their initial bids due to COVID-19. However, all forms must be signed. The successful Bidder will be required to submit notarized forms when normal operations resume. If the successful Bidder fails to supplement the notarized forms with notarized copies or if it appears that a form originally submitted was false, then the District reserves the right to rescind any contract before or after award and/or hold the Bidder liable for damages.

If you have any questions concerning this solicitation, please submit them in writing to **Bethany Burnett, Purchasing Agent**, at purchasing@sccpss.com. Please note that all communications relating to this solicitation must be directed to the Purchasing Department in writing to purchasing@sccpss.com 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 in the subject line of the email the Bid number, name, closing date and time 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

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** required with bidder's bid for this ITB.

The Bid Bond will be in the amount of not less than **five percent (5%) of the total bid amount** as a guarantee that the Bidder will, within fifteen (15) days after the date of the conditional award of a contract, execute an agreement as required by the contract documents, if its bid is accepted. Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a Surety Company approved by the District, that has the minimum equivalency of a Best and Company A-X rating. If Successful Bidder fails to execute and file any Agreement or fails to furnish any bond, insurance, or document required by the contract documents, the bid security submitted with bid will be forfeited as liquidated damages.

L. Performance and Payment Bonds.

Performance and Payment bonds **ARE** required in connection with this ITB.

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.

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 on or before Friday, April 24, 2020.

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.

While all forms are required, Bidders will not be required to submit notarized forms with their initial bid due to COVID-19. However, all forms must be signed. The successful Bidder will be required to submit notarized forms when normal operations resume. If the successful Bidder fails to supplement the notarized forms with notarized copies or if it appears that a form originally submitted was false, then the District reserves the right to rescind any contract before or after award and/or hold the Bidder liable for damages.

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.

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

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

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

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

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

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

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

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

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

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

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

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

R. Evaluation and Award of Contract.

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

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

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

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

S. Consideration of Bidder Past Performance.

Successful Bidders should be advised that they will be evaluated by the District over the duration of the contract period. Performance will be documented. Poor performance may result in the Bidder being disqualified on future ITBs or may result in the deduction of points from the Bidder on 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 by email to the Purchasing Department's designated email address: purchasing@scopss.com. Please include the Bid number in the subject line of the email. **The subject line should read as follows: Bid 21-39 Network Switches and Wireless Devices for Jenkins High School (ERATE Eligible) REQUEST FOR CLARIFICATIONS.** Questions without a Bid number may not be considered.

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 Wednesday, February 3, 2021. 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 email to the Purchasing Department's designated email address: purchasing@sccpss.com. **The subject line should read as follows: Bid 21-39 Network Switches and Wireless Devices for Jenkins High School (ERATE Eligible) REQUEST FOR MATERIAL SUBSTITUTION.** Requests without a Bid number may not be considered.

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 Wednesday, February 3, 2021. 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 email to purchasing@sccpss.com. Please include the Bid number and the words "Protest" 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 9:00am to 5:00 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 addenda issued fewer than five (5) business days prior to the deadline for submissions of bids, in which case, an objection may be filed to that addenda only at any time before the submission deadline.

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

his ITB, which will be transmitted by fax to all Bidders.

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

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

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

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

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

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

Y. Gratuity Prohibition.

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

Z. Certification of Independent Submission of Bids.

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

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

[ITB Continues on Next Page]

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

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

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

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

1. Solicitation Form 1: Bid Submission Checklist
(to be included on the front of any bid-please indicate the requested documents are included by checking the appropriate box)
2. Solicitation Form 2: Bid Certification Form
3. Solicitation Form 3: Bidders References (to be included following the Bidder's bid)
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: Documentation of Good Faith Efforts to Involve LMWBE
9. Solicitation Form 9: Joint-Venture Disclosure Statement
(only need if a joint venture used)
10. Solicitation Form 10: Bid Submittal Form
11. Solicitation Form 11: No Bid Statement Form

C. Attachment C: Sample Contract

**INVITATION TO BID (ITB): #21-39
NETWORK SWITCHES AND WIRELESS DEVICES FOR JENKINS HIGH SCHOOL (ERATE ELIGIBLE)**

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 Network Switches and Wireless Devices – ERATE Eligible. Services/Goods will be provided on an as needed basis. The resulting contract will be primarily used by and administered by the Technology Department of the Savannah Chatham County Public School System, as assigned by the Savannah Chatham County Public School System (SCCPSS) or its representative in relation to Network Switches and Wireless Devices 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 11, 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. Copy of Current Business License/Tax Certificate/or equivalent.
- D. State of Georgia License (As Applicable)
- E. Standard Manufacturer's Warranty (if applicable) (minimum 1 year).
- F. Extended Warranty (As Applicable)
- G. Completed W-9 Form
- H. Contractor's Affidavit (E-Verify)
- I. Sub-Contractor's Affidavit (if applicable)
- J. Sub-sub-Contractor's Affidavit (if applicable)
- K. List of Employees or agents that will be assigned to a resulting contract and proof that employees and agents are individually licensed to do the required services (As applicable).

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

3.0 DESCRIPTION.

The successful bidder will be required to provide the products and/or services requested herein. This procurement will result in a ONE TIME 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.

SCCPSS has standardized on CISCO equipment, therefore equipment must be fully compatible with our existing CISCO infrastructure. SCCPSS is currently running CISCO Unified Call Manager 9 for Voice over IP. SCCPSS is using CISCO Wireless Services Modules for management of our wireless environment. The District utilizes CISCO Prime for network management.

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 until all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.

4.0 SPECIFICATIONS.

All cost stated in responses must be all inclusive for hardware, software, licenses, and freight required to provide delivery and installation of the requested network switches and wireless devices.

See Bid Submittal Form for specifications.

5.0 SAMPLES

Upon notification by the Board the apparent successful bidder shall provide, within **three (3) days**, samples as requested. Samples will be provided at the expense of the bidder.

6.0 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 have an office that is staffed with a minimum of one (1) full-time employee during the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, and demonstrate its' ability to meet a minimum response time of the next business day or as mutually agreed upon on a "case to case" basis, to all non-emergency service calls.
- E. Bidder must have a minimum of one (1) certified service technician on his staff that is dedicated to emergency calls, 24 hours a day, seven days a week. Service technician must respond to call within ½ hour, and must be "on the job site" within a one (1) hour period.
- F. Bidder must provide documentation that their Occupational Business Taxes have been paid by providing a copy of their current Business License/Tax Certificate.

- G. Bidder must be fully bonded and demonstrate its' ability to meet **all** insurance requirements.
- H. Bidder must demonstrate its' financial stability to provide the services requested herein.
- I. Bidder must produce evidence that they have an established satisfactory record of performance based on past performance on similar contracts and is required to submit with their bid, a minimum of three (3) references.
- J. Bidder must demonstrate that it has sufficient staff, certified service technicians, proper equipment, and adequate parts and supplies required to meet all service requirements under a resulting contract. Bidder must provide with their bid, a breakdown of all shop personnel that will be assigned to a resulting contract. Appropriate licenses, certifications, etc. for each service technician must be available for review upon request by the District.

7.0 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.

8.0 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.

9.0 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.

10.0 PRICING AND DELIVERY.

Bidders shall submit unit pricing based upon the specifications detailed herein and shall include inside delivery to each school site. Orders will be placed on an "as needed" basis. Prices submitted shall be firm for a period of one (1) year beginning July 1, 2021. No consideration for price increase will be entertained during the initial established one (1) year contract period.

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 considered to be 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.

For material cost, a percent mark-up from the Bidder's procurement cost must be identified in bid and on all invoices. Copies of support documentation required and accepted by the District to support any materials purchase includes a dated sales slip, inventory price sheet, and/or a supplier invoice or sales receipt. Invoices will not be processed for payment unless all required documentation is submitted.

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.

All deliveries made to District sites shall require inside delivery. Bid pricing must include any and all delivery and/or installation charges. Delivery and/or installation requirements must be priced as stated on the Bid Submittal Form. Delivery must be during normal school/working hours. District staff will not participate in the removal of merchandise from any truck or transport vehicle.

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 not yet delivered or rendered. The District may purchase substitute goods or services and charge vendor for any additional expense incurred.

11.0 BASIS OF CONTRACT AWARD.

The bid forms for this solicitation are divided into two categories, Network Switches and Wireless Devices. The District reserves the right to award both the Network Switches and Wireless Devices to a single responsive and responsible bidder who provides the District with the lowest overall, combined bid for both product categories. In the alternative, the District may award the Network Switches and Wireless Devices separately to the lowest responsive and responsible bidder for Network Switches and the lowest responsive and responsible bidder for Wireless Devices, if the District, in its sole discretion, decides that it may split the award without running an increased risk of compatibility, performance, installation or other problems that making ordering Network Switches and Wireless Devices from separate vendors undesirable to the District.

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 of receipt of bids.

In the event of a tie between the two responsive and responsible bidders with the lowest pricing structure, the District shall resolve the tie with a coin flip by the Director of Purchasing (or her designee), witnessed by one other District employee.

12.0 DISTRICT REPRESENTATIVE.

The Board has selected **Edra Buckles, Director of Technology -Networking and Engineering** or his **designee** 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 with 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 contract to remain open until equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.

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

16.0 TRANSITION PERIOD.

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

17.0. 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 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, \$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 Insurance** with a limit of not less than \$1,000,000 per claim, \$2,000,000 aggregate.

18.0 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.

19.0 SPECIAL TERMS AND CONDITIONS – ERATE PROVISIONS

19.1 Background – The universal service Schools and Libraries Program, commonly known as the E-rate Program, helps ensure that schools and libraries can obtain high-speed Internet access and telecommunications at affordable rates.

19.2 The Universal Services Program.

19.2.1 The Supplier must participate in the E-rate Program and also has a responsibility to educate itself about the program requirements and timelines. The Schools and Libraries Division (SLD) of USAC will hold Service Providers to the statements made in applications, registration, certification and invoice forms. For more information on E-rate participation and procedures go to www.usac.org/sl

19.2.2 E-Rate Eligible Goods and Services: It is anticipated that some of the costs under this Agreement shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision. Accordingly, if so, and contingent upon SCCPSS receipt of a funding commitment letter from SLD/USAC, the successful bidder shall institute a two-tier billing system and shall be required to recover up to ninety percent (90%) of its compensation for such eligible services directly from the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) in accordance with procedures established by the FCC and SLD/USAC.

19.2.3 SPIN: The supplier shall obtain a valid E-rate SPIN (Service Provider Identification Number), and must provide that SPIN in the bid submitted in response to this bid opportunity. If a supplier does not currently have a SPIN but would like to apply for one, the supplier must submit a completed FCC Form 498 to the E-rate program administrator for the Schools and Libraries Division of the Universal Service Administrative Company (SLD). The form is available on the SLD's website at www.usac.org in the Forms Section.

19.2.4 Exclusion of Liability for E-Rate Funding: SCCPSS shall have no liability for the E-rate portion of any costs incurred by the bidder and/or any contractor's invoice if one of the following occurs:

19.2.4.1 Products or services billed to the SLD are deemed ineligible pursuant to any event, including but not limited to an audit, after the SLD has reimbursed the bidder for products or services that were previously considered eligible.

19.2.4.2 The bidder fails to properly adhere to SLD guidelines (e.g., missing a filing deadline for invoicing to the SLD) and subsequently is not paid by the SLD.

19.2.5 The bidder agrees to timely submit to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the supplier. The supplier must also agree to provide a copy of the completed Form 473 to the Owner. This form is available on the SLD's website at www.usac.org in the Form Section.

19.2.6 In accordance with GA Contracts code: 20-2-506, bidder agrees to ship, provide and/or deliver any goods, services, and/or equipment in accordance with the contract service dates to begin on or after the stated delivery dates. An annual Notice of Intent document will be sent each year stating the Districts desire to renew or cancel executed contract.

19.2.7 The bidder agrees to provide discounted bills to the District and to submit invoices to the E-rate administrator for the amount of the discounts obtained through the E-rate Program.

19.2.8 The bidder shall separately itemize the cost of E-rate eligible and ineligible products and/or services. To determine which items are eligible, visit the E-rate Eligible Services List at: www.usac.org/sl or call SLD at 888-641-8722.

19.2.9 The decision to implement this project is contingent upon award to the District of funding from Universal Service Funds (E-Rate). The bidder will not begin work on this project without written notification from SCCPSS that funding has been approved and that work should begin. If funding or approval is not committed, no products or services will be delivered. If partial funding is committed, the products and services will be adjusted accordingly.

19.2.10 Supplier must comply with all FCC record keeping requirements including retaining all records for ten (10) years from the last date of service.

19.2.11 Supplier will use its best efforts to ensure that it does not invoice USAC for anything ineligible and that it will have administrative safeguards in place for this purpose.

19.2.12 For maintenance, if applicable, invoices shall list the date, location, equipment, and description of maintenance. If faulty equipment is replaced, Supplier shall document the problem and date of install and document the original serial number and the replacement serial number for SCCPSS asset inventory records.

19.0 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 5:00 P.M., Wednesday, February 3, 2021. The subject line of the email should read as follows: Bid 21-39 Network Switches and Wireless Devices for Jenkins High School (ERATE Eligible) REQUEST FOR MATERIAL SUBSTITUTION.

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 #21-39- 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: Documentation of Good Faith Efforts to Involve LMWBE
9. Solicitation Form 9: Joint-Venture Disclosure Statement
(only need if a joint venture used)
10. Solicitation Form 10: Bid Submittal Form
11. Solicitation Form 11: No Bid Statement Form

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #21-39- 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: Documentation of Good Faith Efforts to Involve LMWBE
- Solicitation Form 9: Joint-Venture Disclosure Statement
(submit only if Bidder is a joint venture)
- Solicitation Form 10: Bid Submittal Form (attached in excel spreadsheet)
- Sample patch, sample corporal badge and sample lieutenant badge
- 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:
 - **Standard Manufacturer's Warranty**
 - **Extended Warranty**
 - **List of Technicians that will be assigned to a resulting contract and proof of Technician certification (As Applicable) (Service Only)**
 - **Equipment Operations Manual (As Applicable)**
 - **Bid Bond**

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 11 in an enveloped mark "No Response."

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #21-39- 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 _____, 202__

Notary public

My commission expires

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #21-39- 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: _____

5. 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 #21-39- SOLICITATION FORM 5
(Required only if the Bidder may use subcontractors)

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

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

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

_____ *Name of Subcontractor*

BID #21-39– NETWORK SWITCHES AND WIRELESS DEVICES FOR JENKINS HIGH SCHOOL
(ERATE ELIGIBLE)

_____ *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 _____, 202_____

_____ *Notary Public*

_____ *My commission expires*

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #21-39- 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 _____, 202_____

Notary Public

My commission expires

Solicitation Form 7

**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #21-39- SOLICITATION FORM 8**

Good Faith Efforts Requirements

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

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	<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 #21-39- SOLICITATION FORM 9**

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

NAME OF BIDDER: _____ ITB #: 21-39

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 #21-39- SOLICITATION FORM 10**

BID SUBMITTAL FORM

NETWORK SWITCHES AND WIRELESS DEVICES FOR JENKINS HIGH SCHOOL (ERATE ELIGIBLE)

Item No.	Quantity	Part Number	Description	Unit Cost	Extended Cost
1	1	C9500-16x-EDU	Catalyst 9500 40-port 10G, K12		
2	1	C9500-NM-8X=	Cisco Catalyst 9500 8 x 10GE Network Module		
3	1	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling		
4	1	C9500-NW-A	C9500 Network Stack, Advantage		
5	1	C9500-DNA-L-A-7Y	DNA Advantage 7 Year License		
6	16	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12		
7	16	C9200L-NW-E-48	C9200L Network Essentials 48 Port License		
8	16	C9200L-DNA-E-48-7Y	C9200L Cisco DNA Essentials 48 Port 7 Year License		
9	15	C9200L-NW-E-48-EDU	Catalyst 9200L 48-port data only, 4x1G uplinks, K12		
10	15	C9200L-NW-E-48	C9200L Network Essentials 48 Port License		
11	15	C9200L-DNA-E-48-7Y	C9200L Cisco DNA Essentials 48 Port 7 Year License		
12	31	C9200L-STACK-KIT=	Cisco Catalyst 9200L Stack Module		
13	6	STACK-T4-3M=	3M Type 4 Stacking Cable		
14	6	STACK-T4-1M=	1M Type 4 Stacking Cable		
15	15	AIR-AP2802I-BK910	802.11ac W2 10 AP w/CA; 4x4:3; Int Ant; 2xGbE -B Domain		
16	5	AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B		
17	8	AIR-AP1562I-B-K9	802.11ac W2 Value Outdoor AP, Internal Ant, B Reg Dom.		
18	8	AIR-ACC1530-PMK2=	Pole Mount Kit for AP1530 Series with tilt adjustment		
19	8	AIR-AP3802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Mod; Int Ant; mGig B Domain		
20	2	SFP-10G-LR-S=			
21	34	SFP-10G-SR-S=			
			TOTAL		

**** ONLY FACTORY "NEW" UNITS WILL BE ACCEPTED. BIDS FOR RE-MANUFACTURED; REFINISHED; USED; REPAIRED; FACTORY SECONDS OR SURPLUS EQUIPMENT WILL NOT BE ACCEPTED.**

- All bid pricing shall be stated on the Bid Submittal Form. All bid forms shall be submitted with bid. Total bid price is "All inclusive" and includes all freight, unloading, finishing, overhead, labor, travel time, per diem, materials, supplies, equipment, warranty, insurance, taxes, etc.
- Any changes to the Bid Submittal Form made by the vendor will render their bid submittal as non-responsive. Non-responsive bid submittals will be rejected by the District.

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. I will perform and complete all required services as outlined in the specification.

BY: _____
SIGNATURE DATE

PRINTED NAME: _____

TITLE: _____

FIRM NAME: _____

ADDRESS: _____

CITY/STATE/ZIP _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

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

ITB #21-39- SOLICITATION FORM 11

No Bid Statement Form

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

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

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

VENDOR STATEMENT:

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

- Prime Contractor Sub-Contractor Supplier/Distributor

Signature/Title

Company Name

Telephone Number