

<p align="center"><b>REQUEST FOR QUOTATION</b>  <b>#M19721</b>  <b>New Hampstead K-8 Site - Timber Harvest</b></p>	<p><b>Savannah-Chatham Board of Education</b>  <b>Purchasing Department 208 Bull Street – Room 213</b>  <b>Savannah, GA 31401</b></p>
<p><b>VENDOR NAME:</b>  <b>ADDRESS:</b>  <b>CITY, STATE, ZIP:</b>  <b>PHONE #</b>  <b>EMAIL ADDRESS:</b>  <b>ATTN:</b></p>	<p><b>RETURN VIA EMAIL TO:</b>  <b>Sabrina L. Scales, Purchasing Director</b>  <b>Savannah-Chatham Co. Board of Education</b>  <b>(912) 395-5572 (PHONE)</b>  <b>(912) 201-7648 (FAX)</b>  <a href="mailto:Purchasing@sccpss.com"><b>Purchasing@sccpss.com</b></a></p> <p><b><u>Or HAND DELIVERY: (SEALED ENVELOPE)</u></b>  <b><u>Purchasing Department</u></b>  <b><u>208 Bull Street – Room</u></b>  <b><u>Savannah, Georgia 31401</u></b></p>
<p><b>ORDER PLACED BY: Facilities/Operations Department</b></p>	<p><b>PLEASE COMPLETE THIS SECTION:</b>  <b>SERVICES COMPLETED: Within _____ Days After Receipt of Notice to Proceed/Purchase Order</b></p>
<p><b>PAYMENT TERMS: Net 40 days</b></p>	<p><b>Fax/Email Response By: Thursday, May 30, 2019 at 11:00 am</b></p>
<p>Ladies and Gentlemen:</p> <p>The Savannah-Chatham County Public School System ("SCCPSS") would like to take this opportunity to announce that it is requesting Request for Quotations (RFQs) under #M19721 for Immediate Timber Harvesting Services at New Hampstead K-8 site located at 2451 Little Neck Road, Bloomingdale, Georgia 31302.</p> <p>Enclosed is a Request for Quotation ("RFQ") packet, which provides instructions for the submission of RFQs and identifies the goods and/or services requested by the SCCPSS. All Request for Quotations should be delivered to the SCCPSS Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401.</p> <p>RFQs will be accepted no later than 11:00 AM on Thursday, May 30, 2019, at which time they will be publicly opened and examined. Time is of the essence, and any RFQs received after this deadline for submission, whether by mail or otherwise, will not be accepted. Bidders are responsible for ensuring that their RFQ is 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 RFQ was mailed in time to be received before the scheduled deadline.</p> <p><b>THERE WILL BE TWO (2) OPTIONAL PRE-BID CONFERENCE DATES SCHEDULED FOR THIS REQUEST FOR QUOTATION.</b></p> <p>The dates and times are as follows:</p> <ol style="list-style-type: none"> <li><b>Tuesday, May 21, 2019 at 10:00 a.m.</b> at New Hampstead High School located at 2451 Little Neck Road, Bloomingdale, Georgia 31302</li> <li><b>Wednesday, May 22, 2019 at 10:00 a.m.</b> at New Hampstead High School located at 2451 Little Neck Road, Bloomingdale, Georgia 31302</li> </ol> <p>All RFQs must be submitted in a sealed envelope with the quote name, number, and closing date and time clearly marked on the outside envelope. <b>No additional information should be written on the outside of the envelope.</b> If RFQs materials require additional envelopes, then all packages must be combined together and marked as described above. A copy of the RFQ tabulation will be posted on the District's website within seventy-two (72) hours after the closing date.</p> <p>Please include with your RFQ all documents requested by this Request for Quotation, including, but not limited to, a copy of your firm's current business license and certificate of insurance. <b>Failure to include all of the information and/or documents requested by this Request for Quotation could result in the RFQ not being considered by the SCCPSS.</b></p> <p>If you have any questions concerning this solicitation, please submit them in writing to <b>Sabrina L. Scales, Purchasing Director</b>, 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.</p>	

**REQUEST FOR QUOTATION**  
**#M19721**  
**New Hampstead K-8 Site - Timber Harvest**

**Savannah-Chatham Board of Education**  
**Purchasing Department 208 Bull Street – Room 213**  
**Savannah, GA 31401**

If a bidder is unable to submit a quote 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 RFQ packet and clearly mark the outside of the envelope with the words "No Bid."

**PLEASE NOTE: All Bidders of Interest are requested to meet in the school's front lobby to sign-in for a brief meeting before moving to the site on the dates stated for the Optional Pre-Bid Conferences.**

**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 quotes as specified in this Request for Quotation ("RFQ").

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

Vendors who wish to be awarded a contract by the District to provide the goods and/or services requested by this RFQ shall be referred to herein as the "Bidder(s)." To be considered for an award of a contract under this RFQ, Bidders should carefully read this solicitation document, which is called **Request for Quotation (RFQ): #M19721 – New Hampstead K-8 Timber Harvest**, and all of the forms, product specifications, service requirements, contract documents, or other materials that may attached hereto or referenced herein. This RFQ and the associated documents identify the goods/and or services requested by the District, contain the instructions for preparing and submitting RFQs, 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 RFQ**

**A. A "Cone of Silence" Applies to this RFQ.**

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

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing's designees, at pre-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 RFQ 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 RFQ 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 RFQ by this reference.

**C. The Deadline for Submitting Quotes in Response to this RFQ.**

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

**11:00 AM Thursday, May 30, 2019**

**Time is of the essence, and any quote received after this deadline for submission, whether by mail or otherwise, will not be accepted.** Bidders are responsible for ensuring that their quotes 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 quote 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 RFQ or the associated specifications, a total absence of quotes, 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 quotes at any time up to the scheduled time for receipt of quotes. Bidders may resubmit quotes provided it is prior to the scheduled time for receipt of quotes.**

Quotes 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.

**D. Delivery and Submission of RFQs.**

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

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

**E. Receipt and Tabulation of RFQs.**

Quotes 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 quotes has past, quotes will be opened in the presence of two or more Purchasing Department officials and tabulated. A copy of the RFQ 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 RFQs be open to public inspection.

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

A bidder's timely-filed, signed RFQ 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 quote in response to this RFQ, bidder agrees that quote will remain open for acceptance by the District for at least 60 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.

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

If a bidder does not wish to submit a quote in response to this RFQ 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 RFQ packet and clearly mark the outside of the envelope with the words "No Response."

**H. Form and Formatting of RFQs.**

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

**I. Bid Bonds.**

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

**J. 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 RFQ, 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 RFQ, a Bidder must be licensed and have the capacity to provide the goods and/or perform the services requested by this RFQ and must be able to meet the minimum licensing, bonding, insurance, and contractual requirements of this RFQ. 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 RFQ.

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 quote 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 RFQ 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 quote. 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 RFQ. 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 RFQ with a single Bidder. The District reserves the right to reject as “non-responsive” or “not responsible” any quote that requests the District to enter into contracts with multiple Bidders.

**K. 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, **Thursday, May 23, 2019.**

**L. 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 RFQ, 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 RFQ, 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.

**M. 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 RFQ, 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.

**N. The District's Reservation of Rights to Cancel this RFQ, to Amend the RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ in any way after the deadline for the submission of bids (without cancelling the RFQ in its entirety), except the District will not amend the original RFQ 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 RFQ may be the addition of an inadvertent omission from the project specifications.

The District further reserves the right to redo any stage of this RFQ (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 RFQ should be redone to eliminate any question of whether it was conducted properly.

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

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

A quote shall be deemed “nonresponsive” if it fails to include all of the information or documents required by this RFQ.

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 quotes/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 RFQ.

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



**O. 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 RFQ 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 quote.

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 RFQ 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.

**P. Public Information.**

It is the policy of the District that at the conclusion of the selection process, the contents of all RFQs 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 RFQ is cancelled before an award is made, RFQs 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.

**Q. Bidder Questions, Requests for Interpretations, and Issuance of Addenda.**

If a Bidder should have any questions relating to an RFQ, including but not limited to the interpretation of RFQ 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 quotes, or the evaluation and contract award process outlined in this RFQ, the Bidder may deliver written requests for interpretation to the following address by U.S. Mail, by a commercial delivery service, such as Federal Express or UPS, by fax, or email to the Purchasing Department’s designated email addressed below:

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

All answers to questions and any interpretations of documents shall be made by addenda to the RFQ 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 RFQ. Bidders are ultimately responsible themselves for keeping track of addenda issued by the District before the deadline for submitting quotes in response to this RFQ.

**All requests for interpretation must be submitted to the Purchasing Department on or before the close of business, 5:00 P.M. on Thursday, May 23, 2019.** The District shall not be required to answer any questions about this RFQ submitted after this date.

The Purchasing Department will extend the deadline for submitting RFQs 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 RFQs is also extended.

#### **R. Protests.**

Any actual Bidder or bona fide prospective Bidder who is aggrieved in connection with this RFQ may protest to the Purchasing Director. By submitting a quote in response to this RFQ without filing a protest observing the deadlines set forth below, the Bidder waives any objection to the content of this RFQ (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 RFQ as applied to the Bidder or addenda issued after the submission date.

Any protest to the content of this RFQ (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 quotes, unless the objection concerns an addenda issued fewer than five (5) business days prior to the deadline for submissions of quotes, 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 RFQ, which will be transmitted by fax to all Bidders.

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

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

The District recognizes that participating in this RFQ 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 RFQ, including staff time, printing costs, attorneys' fees, or expenses of litigation.

**T. 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.

**U. Certification of Independent Submission of Bids.**

By submitting a quote in response to this RFQ, the Bidder must certify that:

1. The information in this quote 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 quote 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 RFQ, 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 quote 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.

**[RFQ Continues on Next Page]**

**REQUEST FOR QUOTATION (RFQ): #M19721  
New Hampstead K-8 Site – Timber Harvest**

**Attachment A**

**Goods and/or Services Requested, Format of RFQs,  
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 RFQ.

**1.0 GENERAL INTENT.**

The intent of these specifications is to solicit Request for Quotations (RFQs) from qualified firms to establish a contract, through competitive negotiation, for immediate timber harvesting services. Services/Goods will be provided on a one-time purchase basis. The resulting contract will be primarily used by and administered by the Facilities/Operations Department of the Savannah Chatham County Public School System, as assigned by the Savannah Chatham County Public School System (SCCPSS) or its representative as detailed in the specifications in Attachment A.

**2.0 SUBMITTALS AND ATTACHMENTS.**

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

- A. RFQ Submittal Form (Page 17)
- 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/Registered Georgia Master Timber Harvester (As Applicable)
- E. Completed W-9 Form (attached)
- F. Contractor's Affidavit (E-Verify) (attached)
- G. Sub-Contractor's Affidavit (if applicable) (attached)

For quotes 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 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.

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 immediate timber harvesting services for **thirty-two AC (32.02) (UPLANDS) x 1,600 tree points (= 51,232 tree points)**. (See attached drawing – Timber Harvest Plan for New Hampstead K-8 School). Timber cutting is to begin as soon as practicable after a contract is awarded by the District (if a contract is awarded at all) and will end upon completion of cutting and removal of the identified tree points, unless terminated sooner by the District. Title to any timber shall remain with the District until it is cut and removed from the property. Title to any timber not cut and/or not removed by the termination of any resulting contract shall remain with the District.

#### 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.
- G. Bidder must demonstrate its' financial stability to provide the services requested herein.
- H. Bidder must be fully bonded and demonstrate its' ability to meet all insurance requirements.
- I. Bidder must produce evidence that they have an established satisfactory record of performance based on past performance on similar contracts and is required to submit with their bid, a minimum of three (3) references.

#### 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 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'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.

## 8.0 PRICING AND DELIVERY.

Bidders shall submit unit pricing based upon the specifications detailed herein at the designated school site. Prices submitted shall be firm for the established performance 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 SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

## 9.0 BASIS OF CONTRACT AWARD.

Award shall be made on a total bid basis to the responsive and responsible bidder with the lowest total bid. 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 with the lowest total bid, the District shall resolve the tie with a coin flip by the Director of Purchasing (or her designee), witnessed by one other District employee. In the event of a tie between three or more responsive and responsible bidders with the lowest total bid, the winner will be declared by drawing lots in a manner by which the person drawing the lots cannot distinguish between bidders. If primary and secondary bidders are awarded by coin flip, the winner of the coin flip will be the primary vendor and the loser the secondary bidder. If primary and secondary bidders are awarded by drawing lots, then the first lot drawn will be the primary bidder and the second lot drawn will be the secondary vendor.

## 10.0 DISTRICT REPRESENTATIVE.

The Board has selected **Darrell Boazman, Executive Director of Capital Projects** 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".

**11.0 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.

**12.0 PERFORMANCE PERIOD.**

This bid will establish a contract to remain open until all services/goods have been inspected and accepted by the contract representative or authorized representative or designee 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.

**13.0 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.

**14.0. INSURANCE.**

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

- A. Commercial General Liability Insurance**, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
- B. Commercial Automobile Liability Insurance**, including owned, non-owned, leased and hired motor vehicle coverage with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, \$2,000,000 aggregate.
- C. Worker's Compensation Insurance** Statutory limits in accordance with O.C.G.A.34-9-120 et. Seq.
- D. Umbrella Liability Insurance** with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate.

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

If the Bidder believes that additional insurance coverages other than those listed in Attachment A are required to ensure coverage for damages arising out of the performance of this contract, then Bidder should notify the district by the deadline for requests for interpretation and material substitution, **Thursday, May 23, 2019**.

**15.0 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.

**16.0 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 or Bidder asks to propose additional terms, 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**



<b>REQUEST FOR QUOTATION</b> <b>#M19721</b> <b>New Hampstead K-8 Site - Timber Harvest</b>	<b>Savannah-Chatham Board of Education</b> <b>Purchasing Department 208 Bull Street – Room 213</b> <b>Savannah, GA 31401</b>
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**Forms to Follow**

**Scope of Services:**

1. All Bidders are required to submit pricing to be paid to the District for the sale of the timber harvested. Pricing must be consistent to the local market and trending prices for timber sales.
2. The awarded Bidder(s) agrees to pay to the District a total lump sum of dollars for said timber. (Example: sale by unit, sale by scale or sale -by piece method)
3. All bidders must be able to submit bond for project if required.
4. All Bidder must have appropriate insurance and Workmen’s Compensation.
5. All Bidders are required to know all existing laws and be in compliance with local, state and federal laws. Any contract issued as a result of this RFQ will be governed by the laws of the State of Georgia.
6. All Bidders must have a complete understanding of trees to be cut – and left, what the objectives are for the land after the timber has been harvested to ensure land and forest remaining after the harvest is productive. Title to any timber shall remain with the District until it is cut and removed from the property. Title to any timber not cut and/or not removed by the termination of any resulting contract shall remain with the District.
7. All Bidders must provide documentation stating that Bidder is a Registered Georgia Timber Harvester with the State of Georgia Board of Registration for Foresters. (Master Logger, Current membership of Timbermen Association, etc.)
8. All Bidders must provide a written timber sale contract from the Timber Mill along with submittal bid documents.

<b>Timber Harvest Services for New Hampstead K-8 Site:</b> <b>Total Tract:</b> <b>32.02 AC (UPLANDS) x 1,600 Tree Points = 51,232 Tree Points</b> <p style="text-align: center;"><b>(Lump Sum Cost to be paid to the District)</b></p>	\$ _____  \$ _____
<b>TOTAL COST</b>	<b>\$</b>

**Acknowledge Receipt of Addendum(s) # \_\_\_ # \_\_\_ # \_\_\_ # \_\_\_ # \_\_\_**

COMMENTS: PLEASE ADVISE PRICING & AVAILABILITY AS SOON AS POSSIBLE. THANK YOU FOR YOUR QUICK RESPONSE. QUOTE F.O.B. **DELIVERED** PRICES. PRICES MUST STAND ALONE.  
 SCCPSS IS EXEMPT FROM STATE OF GEORGIA- SALES AND USE TAX

**Name of Firm Submitting Bid** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_