

June 26, 2017

**RE: REQUEST FOR PROPOSALS—TIMBERING BROKERAGE SERVICES FOR
SEDA MANUFACTURING PARK**

Dear Sir or Madam:

The Savannah Economic Development Authority (SEDA) is seeking to prequalify and then open bids for timbering brokerage services for SEDA's planned manufacturing park on Old River Road. Conceptual plans are complete under a master plan which would provide 10-12 sites for 3.2 million square feet of future manufacturing within 630 acres, previously timbered as the Newton Tract. SEDA requires timbering brokerage services to solicit competitively the sale of planted pine in designated areas within 346 acres of upland which will be cleared for the pad-ready sites. The areas for timbering will be flagged and a map will be provided. SEDA will also submit the needed permits. A firm which can meet requirements and deems itself as competitive based on required qualifications and experience is encouraged to submit a proposal.

This selection process will provide a basis for qualified firms to compete for the needed work. The award will be made by the SEDA Board of Directors to the firm which SEDA deems as most qualified to provide the highest-quality level of professional service based on the firm's experience and qualifications, best demonstrates an understanding of SEDA's requirements/schedule and presents the lowest, responsive fee.

The attached document outlines the basic requirements as well as presents complete instructions for submitting a proposal/bid. This will be a two-step process. In Step 1, firms will be pre-qualified through a process of evaluating proposals based on experience and qualifications. At SEDA's option, Step 1 may include an interview. As part of the submittal, a proposing firm will include a sealed envelope which includes its bid. In Step 2, SEDA will open the envelopes but only from the pre-qualified firms, and the firm which provides the lowest, responsive fee will be awarded the contract.

Proposals are due ***July 19, 2017, NO LATER THAN 11:00 A.M., LOCAL STANDARD TIME (LST)***. Responses must be received before the deadline to the Savannah Economic Development Authority, 131 Hutchinson Island Road, Suite 400, Savannah, Georgia, 31421 or by mail before the deadline to P.O. Box 128, Savannah, GA 31402. Envelopes should be marked as: ATTN: Timbering Services RFP.

SEDA appreciates your considering this RFP and looks forward to receiving your response.

Sincerely yours,

Hugh "Trip" Tollison
President and CEO

**INVITATION FOR
REQUEST FOR PROPOSALS
TIMBER BROKERAGE SERVICES FOR SEDA MANUFACTURING PARK
PROPOSAL DEADLINE: 11:00 A.M., JULY 19, 2017**

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY



DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

X GENERAL INFORMATION

X PROPOSAL

X SIGNED CERTIFICATIONS

A PROMISE OF NON-DISCRIMINATION

B DISCLOSURE OF RESPONSIBILITY

C ATTESTMENT OF UNDERSTANDING INSTRUCTIONS

X BID FORM

X LEGAL NOTICE

The undersigned proposer certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____
SIGNATURE

DATE

TITLE

COMPANY

[Signature pages also required in Attachments]

**SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
131 HUTCHINSON ISLAND ROAD
SAVANNAH, GA 31421**

DATE: JUNE 26, 2017

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal/bid to provide the Savannah Economic Development Authority (SEDA) with services as described in this document. Sealed proposals are due **JULY 19, 2017, NO LATER THAN 11:00 A.M., LOCAL STANDARD TIME (LST)**, at SEDA, 131 Hutchinson Island Road, Suite 400, Savannah, Georgia, 31421 or by mail before the deadline to P.O. Box 128, Savannah, GA 31402. Envelopes should be marked as: ATTN: Timbering Services RFP.

Instructions for preparation and submission of a proposal are contained in this Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in at least a 12-point font.

SEDA abides by an equal opportunity procurement policy. SEDA seeks to ensure that all segments of the business community have access to providing services needed by SEDA's programs. SEDA provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

SECTION I: INSTRUCTIONS TO PROPOSERS

SECTION II: PROPOSAL CONDITIONS

SECTION III: GENERAL CONDITIONS

SECTION IV: SPECIAL CONDITIONS

SECTION V: SCOPE OF WORK

BID FORM

ATTACHMENTS:

A PROMISE OF NON-DISCRIMINATION (requires signature)

B DISCLOSURE OF RESPONSIBILITY (requires signature)

C ATTESTMENT OF UNDERSTANDING INSTRUCTIONS (requires signature)

**SECTION 1
INSTRUCTIONS TO PROPOSERS**

1.1 PURPOSE: The purpose of this document is to provide general and specific information for use in submitting a proposal to provide SEDA with the timbering brokerage services as described herein. All proposals are governed by SEDA's procurement policies, Georgia law governing procurement of professional services and Georgia law governing the expenditure of funds from the Special Purpose Local Option Sales Tax.

1.2 HOW TO PREPARE PROPOSALS: All proposals shall be typewritten, signed by the business owner or authorized representative. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 HOW TO SUBMIT PROPOSALS: A proposal shall be:

- A. Submitted in a sealed opaque envelope, plainly marked with the RFP title (Timbering Brokerage Services), due date and time of deadline for submission, and company name. Within the proposal, in a separately-sealed envelope, marked "FEE," the proposer will include its commission rate or lump sum fee on the bid form provided.
- B. Delivered as follows in sufficient time to ensure receipt by SEDA on or before the time and date specified above.

Hand Delivery: Savannah Economic Development Authority, 131 Hutchinson Island Road, Suite 400, Savannah, Georgia, 31421 or by mail before the deadline to P.O. Box 128, Savannah, GA 31402. Envelopes should be marked as: ATTN: Timbering Services RFP.

SEDA will not accept proposals by email, fax, telegraph or in any other electronic format.

PROPOSALS NOT RECEIVED BY SEDA BEFORE THE TIME AND DATE SPECIFIED WILL NOT BE OPENED NOR CONSIDERED.

1.4 HOW TO SUBMIT AN OBJECTION: Objections from Offerors to this Request for Proposals and/or these specifications should be presented by written letter and delivered to SEDA at least 48 hours prior to the opening of proposals. Objections must pertain both to form and substance of the Request for Proposal documents. SEDA will give due consideration to any objection. Failure to object in accordance with the above procedure will constitute a waiver on the part of any business to protest this Request for Proposal. Should SEDA determine the validity of the objection, any proposals received will remain unopened and returned. Depending upon the type of objection, SEDA may amend its requirements and allow each offered to amend its proposal or SEDA may begin the process anew.

- 1.5 ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.6 STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD:** SEDA reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals whenever such rejection or waiver is in the best interest of SEDA and consistent with Georgia law. SEDA also reserves the right to reject any Proposal should an investigation or reference check show a Proposer has previously failed to perform properly or complete on time contracts of a similar nature, or that the Proposer is not in a position to perform the contract.
- 1.7 PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to SEDA in such capacity before a contract has been entered into between such party and the SEDA. In lieu of Proposer, this document may refer to same as "Offeror" or "Bidder."
- 1.8 COMPLIANCE WITH LAWS:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county, or municipal statute, ordinances and rules during the performance of any contract between the Proposer and SEDA. Any such requirement specifically set forth in any contract document between the Proposer and SEDA shall be supplementary to this section and not in substitution thereof.
- 1.9 CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with SEDA. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.10 REJECTING PROPOSALS:** SEDA reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interests of SEDA, as determined by SEDA's CEO.
- 1.11 COST TO PREPARE RESPONSES:** SEDA assumes no responsibility or obligation to the Proposers and will make no payment for any costs associated with the preparation or submission of any proposal.
- 1.12 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the selected CONTRACTOR agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.
- 1.13 LOCAL VENDOR PREFERENCES:** To the extent possible, based on the availability of services within the regional market, local vendors will be given preference for contract awards. SEDA prescribes to this statement since the principal source of funds for planning, engineering and developing the manufacturing park derives from the Special Purpose Local Option Sales Tax as approved by Chatham County voters and as

distributed to SEDA by the Board of Commissioners of Chatham County, which has adopted a Local Preference Ordinance.

SECTION 2 PROPOSAL CONDITIONS

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice as to inquire of or identify the same to SEDA.
- 2.2 MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one proposal for the same scope of work.
- 2.3 OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in the Proposer's offer will be firm for acceptance for a period of sixty (60) days from date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must be firm for at least sixty (60) days for execution of a contract.
- 2.4 COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 DEBARRED FIRMS AND PENDING LITIGATION:** Any potential Proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (barred for doing business) will not be considered for contract award. Proposers shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., and shall not have conflicts of interest. Any Proposer/firm previously defaulting or terminating a contract with SEDA will not be considered. A Statement of Disclosure must be provided with the Proposal (see Attachment B).
- 2.6 LIABILITY PROVISIONS:** Where Proposers are required to enter or go onto SEDA property to take measurements or gather other information in order to prepare the proposal as requested by SEDA, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless SEDA from any liability arising therefrom.
- 2.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of an Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:
 - A. Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and;

C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

2.8 AWARD OF CONTRACT: The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to SEDA, price and other factors considered. Based on the recommendation of the SEDA's CEO, SEDA's Board of Directors will make the determination as to which proposal best serves the interest of SEDA.

2.9 TERM OF THE CONTRACT: The term of the contract will not exceed twelve (12) months. The term may be extended by agreement between SEDA and the Contractor.

2.10 PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of SEDA's staff may be filed with SEDA for review and resolution. SEDA's procurement policies shall govern the review and resolution of all protests (refer to Section 1.4).

2.11 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposal. SEDA has the right to require any or all Proposers to submit additional documentation of the ability to perform the service requested.

SEDA has the right to disqualify any Proposal as being non-responsive or non-responsible whenever such Proposer cannot document the ability to deliver the requested service.

2.12 COUNTY BUSINESS LICENSE REQUIREMENT: A current county or municipal business license (within the State of Georgia) is required. A firm need not have a business license prior to submitting a proposal; however, a business license must be obtained by the successful Proposer prior to award of a contract.

2.13 INSURANCE PROVISIONS: The selected Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Proposer's fee proposal.

2.13.1 The Contractor assumes responsibility to provide SEDA with current and updates of Certificates of Insurance during the term of the contract. Failure to do so may be cause for termination of contract.

2.13.2 General information which must appear on a Certificate of Insurance:

A. Name of Producer (Contractor's insurance broker/agent).

- B. Companies affording coverage (there may be several).
- C. Name and address of the insured (this should be the company or primary firm under contract to SEDA).
- D. Summary of all current insurance for the insured, including effective dates.
- E. A brief description of the services which the Contractor will be performing.
- F. Certificate Holder, including naming SEDA.

2.14 MINIMUM LIMITS. Minimum Limits of Insurance which the Contractor shall maintain for the duration of the Contract:

- A. *Commercial General Liability:* Minimum limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- B. *Business Auto Liability:* \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. Coverage should be written on an “Any Auto” basis.
- C. *Worker’s Compensation* covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employer’s Liability with a minimum limit of \$500,000 for each accident.

2.15 ADDITIONAL COVERAGE: Additional coverage which will be required for engineering contracts and also which must be included as part of the fee:

- A. *Professional Liability:* Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals and consultants.

<u>Minimum limits:</u>	\$1 million per claim/occurrence.
<u>Coverage Requirement:</u>	If “claims-made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed.

2.16 INDEMNIFICATION: Upon execution of a Contract, to the extent provided by law, the Contractor will agree to indemnify SEDA, its board members, officers, and employees from and against liability or claims for damages, losses or expenses arising from third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are found to be caused from the negligence, recklessness or intentional wrongful of Contractor or Contractor’s officers, directors, members, partners, employees or subcontractors in the performance of services under the agreement. Upon execution of a Contract, to the extent provided by law, the Contractor will agree to defend, indemnify and hold SEDA, its board members, officers and employees harmless from and against liability or claims for damages, losses or expenses arising from third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are found to be caused from the negligence, recklessness or intentional wrongful of Contractor or Contractor’s officers, directors, members, partners, employees or subcontractors in the operation of motorized vehicles. However, the Contractor will not be obligated to indemnify or hold SEDA or indemnitees harmless in any manner whatsoever for that party’s own negligence.

- 2.17 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.18 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon award by SEDA's Board of Directors. In case of a default on the part of the Proponent after such acceptance, SEDA may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.19 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until SEDA awards a written contract and SEDA's CEO or his designee issues a Notice to Proceed. If the successful Proposer commences any work or delivers items prior to receiving official notification, the Proposer does so at Proposer's own risk.
- 2.20 PAYMENT TO CONTRACTORS:** Instructions for SEDA's compensation will be in accordance with the approved fee schedule included in the Contract.
- 2.21 VENDOR DEFAULT:** SEDA reserves the right, in case of a Contractor's default, to procure the articles or services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default due to a failure to perform or because of a request for price increase not approved by SEDA, SEDA reserves the right to remove the Contractor from consideration of future SEDA contracts for at least thirty six (36) months.
- 2.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the Proposer's responsibility to review the entire RFP packet and to notify SEDA if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or procurement procedures must be received prior to the noted deadline, which is 48 hours prior to the delivery deadline for proposals.
- 2.23 MERGERS:** If a selected firm is sold or merged, SEDA will consider the contract binding regardless of any name changes. If there is a conflict of interest created by the merger, SEDA reserves the right to terminate said contract.
- 2.24 ATTESTMENT:** The Proposer certifies that he/she has carefully read the preceding list of instructions and all other information applicable hereto and made a part of this invitation; and, and that any exception taken thereto may disqualify the Proposer's Proposal. [SIGNATURE PAGE AS ATTACHMENT C]

SECTION 3 GENERAL CONDITIONS

3.1 DESCRIPTION AND OBJECTIVES: The Savannah Economic Development Authority (SEDA), a public corporation and an instrumentality of the State of Georgia established pursuant to an amendment to the Constitution of the State of Georgia, Georgia Laws 1951, page 854 et seq., as amended, and certain acts of the General Assembly of Georgia, is developing a manufacturing park in west Chatham County on Old River Road within the incorporated limits of the City of Savannah. Conceptual plans are complete for a master plan which would provide 10-12 sites for 3.2 million square feet of future manufacturing within 346 acres of uplands in the 630-acre tract. The U.S. Army Corps of Engineers has issued Permit SAS 2007-01309, which expires December 31, 2018. SEDA's engineering consultants are completing plans, specifications and details for providing water and sewer services, entry and interior roads and site work to provide for construction of rough-graded sites. SEDA's consultants are now flagging boundaries to show areas for timbering, and a master plan will be made available to indicate their general location. SEDA will also submit any needed permits.

SEDA presents this "Request for Proposals" to describe the needed professional services and those criteria which will be used to determine the selection of a timber brokerage consultant.

3.2 METHODOLOGY: The procurement described within this document will follow a Request for Proposals. This will be a two-step process, as follows:

STEP 1 – PRE-QUALIFICATION: All technical requirements, unless otherwise specified, must be met by the Proposer or such Proposal will be disqualified as being non-responsive. The goal of Step 1 will be to accept, evaluate and pre-qualify proposers.

A. In the interest of a fair, objective and competitive process, SEDA will accept all qualified proposals and give them complete and impartial consideration.

B. Any proposal which does not meet all technical requirements may be disqualified as being non-responsive.

C. Proposals which are deemed to be incomplete as to substance and content may be returned without consideration.

D. Evaluation and pre-qualifying proposals will be done through a committee evaluation based on established technical criteria as described herein. Interviews may be required as deemed necessary by the evaluation committee.

STEP 2 –FEE: Included within the response to the RFP, the proposer will include a separately-sealed envelope and mark it as "FEE." The proposer's bid, based either as a single amount or rate of commission as a percentage of gross sales, will be presented on the required form.

3.3 PROPOSAL DEADLINE: The response to the Request for Proposals must be received

at SEDA per instructions by no later than **11 A.M. (Local Standard Time), July 19, 2017**. Any proposal received after the time stipulated will be rejected and returned to the proponent. SEDA may, for good and sufficient reason, extend the response deadline, in which case all Proponents will receive an addendum setting forth the new date and time.

- 3.4 WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn by written request received by SEDA before the time fixed for receipt of Proposals. Withdrawal of a Proposal will not prejudice the right of the Proponent to submit a new Proposal, providing the Proposer submits it in accordance with the deadline.
- 3.5 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by SEDA, the Proposal shall become the property of SEDA without compensation to the Proponent, for disposition or usage by SEDA at its discretion unless the document or its contents can qualify under Georgia law as “proprietary” information. The details of proposal documents will remain confidential until final award of the Contract.
- 3.6 FORMAT OF RESPONSES:** To be considered, Proponents must submit a complete response to the Request for Proposal. The format provided in Section 4 is not negotiable. To ensure a uniform review process and obtain the maximum degree of comparability, each proposal will follow the required order and provide the required.

Each proposal must be submitted in one (1) original and three (3) copies to:

Savannah Economic Development Authority
131 Hutchinson Island Road
Suite 400
Savannah, Georgia 31421

Or by U.S. Mail to:

P.O. Box 128
Savannah, Georgia 31402

Technical questions relating to the proposal may be directed by mail, telephone or email to:

Mr. Patrick C. Monahan
Governomics, LLC
14 Brannen Drive
Savannah, GA 31410
(912) 220-9638
email: pat@governomics.net

Governomics will be helping to coordinate this project for SEDA and serves as the point of contact.

**SECTION 4
SPECIAL CONDITIONS**

4.1 EVALUATION FACTORS: Pre-qualifying Proponents will be based on relevant experience and past performance on managing timber sales, qualifications/technical competence, excellence of the project manager assigned to the project, reputation, demonstration of understanding SEDA’s project goals and standards, and completion within a reasonable amount of time.

4.2 SELECTION PROCESS: *Proposals will be evaluated on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.* Regardless of a proponent’s work under prior contracts, SEDA will not assume experience, qualifications or methodology/approach and the proposal must demonstrate its experience and qualifications.

4.3 PROJECTED TIMETABLE: The following projected timetable should be used as a working guide for planning purposes. SEDA reserves the right to adjust this timetable as required during the course of the RFP process:

<u>Event</u>	<u>Date:</u>
RFP Issued and Advertised	June 26, 2017
Advertising continues	July 3, 10, 17
Deadline for Submitting Any Document Protests	July 17, 11 a.m.
Proposal Deadline	July 19, 11 a.m.
Evaluate Proposals, Pre-Qualification, Fee Review	July 20—July 31
Contract Award	TBD

4.4 FORMAT AND EVALUATION CRITERIA: To maintain competitiveness and to ease evaluation of responses to the RFP, proposals must be responsive to the following and presented in the format and order shown below. All proposals will be presented in a 8-1/2" x 11" bound document. The information will be tabbed according to each requested section.

- A. Introduction/Executive Summary
- B. Business Profile
- C. Experience
- D. Qualifications/Project Manager
- E. References
- F. Appendixes

Responses should be complete and presented in a clear and concise manner.

4.4.1 INTRODUCTION/EXECUTIVE SUMMARY: The Introduction Letter and Executive Summary of the Proposal shall be limited to no more than two single-spaced typewritten pages. The Executive Summary should provide a summary of the Proposer’s proposal and highlight best related experience. This introduction must include the name, address, telephone number, and email address of one contact to whom any correspondence should be directed.

- 4.4.2 **BUSINESS PROFILE:** In this section, Proponents will describe their business organization. If the firm has multiple offices, the RFP shall include information about the parent company and identify the branch office which will be responsible for the day-to-day work under the contract. The profile should include form of ownership, including state of residency or incorporation, and number of years in business.
- 4.4.3 **EXPERIENCE:** In this section, the proposal will provide a list of the Proponent's services performed during the past five years. Included information should identify the project name (or client), location, acreage and sales amount.
- 4.4.4 **QUALIFICATIONS/PROJECT MANAGER:** In this section, the proposal will identify the key personnel who will be assigned to the Proposer's team. Resumes should be included.
- 4.4.5 **REFERENCES:** Provide five (5) references, to be contacted. Preference should be given to references noted for projects/clients listed above.
- 4.4.6 **APPENDIX:** The Appendix provides space for any supplementary materials which the Proposer believes will add merit to the Proposal. This section should not be filled with general marketing materials not relevant to SEDA's project.

4.5 CONFIRMATION OF ACCEPTANCE—Proposer will submit written confirmation as acceptance of the following:

- A. Proposer agrees SEDA will not accept Proposals from any company, firm, person or party, parent or subsidiary against which SEDA has an outstanding claim, or a financial dispute relating to prior contract performance with SEDA. At any time, SEDA discovers such a dispute during any point of evaluation, the Proposal will not be considered further.
- B. Proposer agrees to provide a statement of disclosure with sufficient detail about any relationship, especially financial, between members of the Proposer's firm and any SEDA employees or their family members. This will allow SEDA to evaluate possible conflicts of interest. However, it will remain at SEDA's discretion whether the extent of conflict of interest remains substantial to disqualify any proposal.

See Attachment B for the applicable signature page.

- 4.6 **DISCRETION:** SEDA shall have sole discretion in evaluating both the responses and qualifications of the respondents.
- 4.7 **CONTRACT:** The successful Proponent will be expected to approve the terms of a Contract prior to the Board of Director's award. Upon award of the Contract, the proponent shall be bound to deliver services on the terms and conditions of this document. As well, SEDA shall be bound on the said terms and conditions to meet its obligations as described herein. Proponent shall understand that as the Contract progresses, minor technical adjustments may be necessary. **TIMELY DELIVERY OF SERVICES IS OF THE ESSENCE.**

- 4.8 PERFORMANCE AND APPROVAL OF SUB-CONTRACTORS:** The Proponent will perform the project as an independent Contractor and not as an agent nor employee of SEDA. Joint ventures and sub-consultant arrangements are not prohibited; however, the Proponent as Contractor shall secure written permission from SEDA before subcontracting any part of this service with subcontractors not identified in the Contractor's Proposal.
- 4.9 CHANGES:** After award of contract, SEDA may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the contractor's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the fee schedule, or in the time of performance, or in both. A written addendum of such adjustment shall be made. Any claim by the Contractor for an equitable adjustment shall be supported by detailed cost and pricing data, which SEDA shall have the right to verify by audit of the proponent's records or, at SEDA's election, by other appropriate means. Any claim by the Contractor for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. Nothing in this section shall excuse the Contractor from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.
- 4.10 CONTRACT TERM:** Contract term will not exceed twelve (12) months but may be ended sooner upon completion of all work and SEDA's acceptance.
- 4.11 TERMINATION OF CONTRACT:** Should SEDA enter a contract, SEDA shall have the right to terminate any contract to be made for its convenience by giving the contractor written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The contractor shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, if a contractor fails to fulfill any of its obligations under its proposal, made a part of the contract, SEDA may, by giving written notice to the contractor at issue, terminate the agreement with the contractor for such default. If this agreement is so terminated, SEDA shall pay the contractor only for work satisfactorily complete.
- 4.12 ADEQUACY AND ACCURACY:** The professional and technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished by the contractor (i.e. selected Proponent) under contract, will be conducted in a manner generally accepted by the profession. Should an error or omission by the contractor require SEDA to complete work by change order, the contractor shall provide all professional services attributed to the change order at no cost to SEDA. These costs will be in addition to SEDA's right to recover from the contractor any damages from the contractor's errors and omissions.

**SECTION 5
SCOPE OF WORK AND BID FORM
TIMBERING BROKERAGE SERVICES FOR SEDA’S MANUFACTURING PARK**

Goal: SEDA intends to develop a cutting-edge manufacturing park which will remain competitive nationally in attracting major employers which will not only create high-paying jobs for the local labor market but also become invested corporate citizens who will work to better our community.

Objectives: SEDA is seeking a qualified consulting firm to manage timbering brokerage services for its planned manufacturing park in West Chatham County on Old River Road within the incorporated limits of the City of Savannah, which will be the local governing authority for development review and issuance of needed permits. Conceptual plans are complete under a master plan which would provide 10-12 sites for 3.2 million square feet of future manufacturing. The manufacturing park includes two parcels. Parcel 1, also known as the Newton Tract, totals approximately 630 acres with 346 acres of uplands and 284 acres of wetland. The scope of work under this proposal will be limited to Parcel 1. Parcel 2, also known as the Durrence Tract, totals 105 acres, and will not be a part of this scope of work for timbering.

SEDA plans to develop the manufacturing park in accordance with a master plan based on highest and best use of the available upland areas under approved U.S. Army Corps of Engineers Permit SAS 2007-01309. However, please note that SEDA may opt to effect changes in the master plan depending upon the outcome of engineering recommendations and market needs (i.e. subdividing or assembling parcels). The park will provide 10-12 sites for approximately 3.2 million square feet of constructable area. The following table shows current identification of sites, developable areas and wetland counts:

Permit Parcel ID	Permit SF	Master Plan Parcel ID	Master Plan SF	Total AC	Upland AC	Wetland AC
F	300,000	1	300,000	32.78	27.20	5.58
		2	100,000	23.89	16.24	7.65
		3		40.19	16.50	23.69
E	989,468	4	500,000	85.30	45.53	39.77
		5	240,000	84.49	31.14	53.35
D	1,376,400	6	1,381,532	193.49	122.06	71.43
B	108,000	7	108,000	69.74	25.26	44.48
C	343,000	8	343,000	99.91	52.36	37.91
A	108,000	8	108,000		9.64	
		I-16	TBD			
	3,224,868		3,188,532	629.79	345.93	283.86

BID FORM

Please include this completed Bid Form in a separately-sealed envelope within the Proposal. The envelope which includes this bid form should be marked "FEE." The fee envelope will be opened only for pre-qualified proposals.

Timbering brokerage services shall include:

1. Advise SEDA as the procedure to yield highest value for sale of timber, including estimated market value and sale through a single package or through multiple offerings through bid or proposals.
2. As may be necessary, develop and prepare bid package(s) for the sale of the timber and include all documents required in order to meet all legal requirements for bidding.
3. Use reasonable efforts to market, solicit and obtain bids from responsible prospective buyer(s), including contacts from previous sales.
4. Evaluate all bids received by SEDA and make recommendations on appropriate SEDA action in response to the bids received.
5. Should SEDA accept a bid, furnish a timber sale contract between SEDA and the successful buyer(s) satisfactory to SEDA.
6. Provide periodic supervision in an advisory capacity during the performance of the contract between SEDA and the timber buyer(s) as the timbering brokerage consultant deems necessary, and to make periodic random inspections of the sale area during operations to help SEDA ensure the contractor performs in a good workmanlike manner, including avoidance of any impact to wetland or wetland buffer. Wetland and wetland buffers will be flagged and marked by flagging.
7. All services shall be rendered in a competent, timely and professional manner in accordance with the best interests of SEDA and generally accepted forestry standards in Georgia

Commission rate (as a percentage of gross sales): _____

Or: Flat Fee _____

ATTACHMENT A

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____
Company or Firm

(herein after "Company") in consideration of the privilege to bid/or propose on the following SEDA contract, Site Engineering Services for the SEDA manufacturing park, hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the proposal submitted to SEDA or the performance of the contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with SEDA;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling SEDA to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

Title

ATTACHMENT B

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

_____ (attach additional documentation, if required)

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

_____ (attach additional documentation, if required)

3. List any convictions or civil judgments under federal or state antitrust statutes of any person, subsidiary, or affiliate of this company.

_____ (attach additional documentation, if required)

4. List any violations of contract provisions such as knowingly (without good cause) failing to perform, or unsatisfactory of performance, in accordance with the specifications of a contract by of any person, subsidiary, or affiliate of this company.

_____ (attach additional documentation, if required)

5. List any suspensions or debarments by any governmental agency of any person, subsidiary, or affiliate of this company.

_____ (attach additional documentation, if required)

6. List any contracts not completed on time and contested by an owner and not resolved by contract amendment by the owner.

_____ (attach additional documentation, if required)

7. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules by any person, subsidiary, or affiliate of this company.

_____ (attach additional documentation, if required)

8. List any outstanding claim, or a financial dispute relating to prior contract performance with SEDA, by the Proponent, whether a company, firm, person or party, parent or subsidiary. Proposer agrees SEDA will not accept Proposals from any company, firm, person or party, parent or subsidiary against which SEDA has an outstanding claim, or a financial dispute

relating to prior contract performance with SEDA. At any time, SEDA discovers such a dispute during any point of evaluation, the Proposal will not be considered further.

_____ (attach additional documentation, if required)

9. List with sufficient detail any relationship, especially financial, between members of the Proposer’s firm and any SEDA employees or their family members. This will allow SEDA to evaluate possible conflicts of interest. However, it will remain at SEDA’s discretion whether the extent of conflict of interest remains substantial to disqualify any proposal. SEDA Board members with business interests to any Proponent will be recused from voting and participating in any discussion.

_____ (attach additional documentation, if required)

Signature

Date

Title

**ATTACHMENT C
ATTESTMENT OF UNDERSTANDING INSTRUCTIONS**

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

The Proposer certifies that he/she has carefully read the preceding list of instructions and all other information applicable hereto and made a part of this invitation; and that any exception taken thereto may disqualify the Proposer's Proposal.

Signature

Date

Title

LEGAL NOTICE

REQUEST FOR PROPOSALS

Sealed proposals will be received until 11 a.m., on July 19, 2017, at the Offices of the Savannah Economic Development Authority (SEDA), 131 Hutchinson Island Road, Suite 400, Savannah, Georgia, 31421 or mailed to P.O. Box 128, Savannah, Georgia 31402, for **Timbering Brokerage Services**. SEDA requires timbering brokerage services for the sale of upland planted pine prior to the construction of 10-12 sites into pad-ready condition for 3.2 million square feet of manufacturing. Within the 630 acres, previously timbered as the Newton Tract, are situated 346 acres of upland. The property is located in West Chatham County within the incorporated limits of Savannah. This will be a two-part selection process. In Step 1, SEDA will pre-qualify proposals based on experience and qualifications in handling similar sales. In Step 2, SEDA will open sealed envelopes with the commission rate or lump sum of fees from pre-qualified proposers. SEDA will provide flagged boundaries and maps of the upland areas and will obtain all needed permits. Invitation to Submit Proposal Packages are available on SEDA's website and include required forms and format at www.seda.org.

SAVANNAH MORNING NEWS insert: June 26, July 3, 10, 17.

Please send affidavit to:

SEDA
Attn: Patrick Monahan
P.O. Box 128
Savannah, GA 31402-0128