



**an equal opportunity  
employer**

**The Board of Public Education**  
208 Bull Street, Savannah, Georgia, 31401 912-201-5600

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **21st Century Service Providers**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **02:00:00 PM, November 20, 2012** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

Enclosed is a proposal packet, which outlines the items being solicited and instructions which describe the submission of the proposal.

All proposals must be submitted in duplicate in the enclosed special envelope. If proposal materials require additional envelopes, then all mailing articles must be combined together with the special envelope on top. If you wish to receive a copy of the proposal register, enclose a self-addressed stamped envelope and a copy of the register will be returned to you.

Please include in the proposal package a copy of the current business license if the prospective vendor is located within the City of Savannah of the County of Chatham.

If you have any questions concerning this proposal, please submit them in writing to **Ronald Roper** at the address above or fax them to 912-201-7648. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

Sabrina Scales  
Purchasing Director

## REQUEST FOR PROPOSAL #13-29

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed proposals for **21st Century Service Providers** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

### I. Standard Terms and Conditions of Proposal

#### A. Definition

Competitive sealed proposals are being solicited in response to this RFP. The competitive sealed proposal process differs from competitive sealed bidding in two important ways:

1. It permits discussions with competing offerors and changes in their proposal including price; and
2. It allows comparative judgmental evaluations to be made on various criteria ( in addition to cost) for award of the contract.

#### B. Pricing

No charge will be allowed for those federal, state or local sales and excise taxes where the Board is exempt by state and Federal law. A tax exemption certificate will be furnished by the Board to the successful offeror upon request.

The Board will factor any rebates offered for total dollar volume or quantities ordered over the performance period of this contract in the award of this proposal.

In the event the offeror wishes to provide additional services above and beyond the stated requirements of this proposal at "no cost" to the Board, these services should be identified and included in the proposal response.

#### C. Shipping, Delivery, Terms of Payment & Invoicing

All orders shall be shipped F.O.B. Destination to the designated site after receipt of the purchase order. Since the successful offeror(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the offeror.

The successful offeror agrees to reference the following on all shipping documents and invoices:

- 1.) Purchase Order Number
- 2.) Serial Number (as applicable)
- 3.) Part Number/Description/Nomenclature
- 4.) Quantity Ordered
- 5.) Quantity Shipped
- 6.) Site Destination

Failure to ship order in its entirety will prevent payment of your invoices. **Per Board policy, backorders will not be accepted.** Accordingly, successful offeror(s) should not invoice until one shipment has been made for all items on order.

Offerors shall guarantee delivery of supplies and services in accordance with such delivery schedule as may be provided in the specifications.

The Board's Purchasing Director reserves the right to charge the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Board's Purchasing Director and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the vendor.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education  
Attn.: ACCOUNTS PAYABLE  
208 Bull Street, Room 119  
Savannah, GA 31401

Terms of payment will be 2% 10th Net 40 Days.

#### ***D. General Specifications/Scope of Work***

**Specifications/Scope of Work** for **items/services** to be purchased are detailed in the attached Specifications Sheet "Attachment A" following Section III.

When reference is made in the specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event an offeror is proposing another manufacturer and/or model number other than stated in the specification, the offeror must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the offeror. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the Board staff and their decision shall be final.

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

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

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

#### ***E. Discontinuation of Equipment***

In the event items requested are discontinued by the manufacturer, offeror shall substitute an equivalent replacement item from the same manufacturer at equal or lower pricing. Offeror shall advise of any anticipated discontinuations. Proposed replacement equipment must be submitted for review and approval prior to completion of any substitution.

#### ***F Submittal of Objections***

Objections from offerors to this Request for Proposal and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The offeror should submit any objections in writing not less than (5) days prior to the opening of the proposal. The objections contemplated may pertain to form and/or substance of the RFP documents and specifications. Failure to object in accordance with this

procedure will constitute a waiver on the part of the offeror to protest this Request for Proposal.

### ***G. RFP Interpretations/Addenda***

If any questions should arise pertaining to the RFP documents, the offeror may mail or fax a written request for interpretation to:

Savannah-Chatham Board of Public Education

**Attn.: Ronald Roper**

**Lead Buyer**

208 Bull Street, Room 213

Savannah, GA 31401

Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **02:00:00 PM on November 1, 2012**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on November 8, 2012**.

Any addenda issued during the time of the RFP shall be covered in submitted proposals, and in closing the contract shall become a part thereof.

### ***H. Failure to Respond***

If a proposal is not to be submitted but the offeror wishes to remain on the Board's list of offerors, the offeror should complete and return the Certification LMWBE Information document found in this packet marked "No Response".

### ***I. Receipt & Registration of Proposals***

Proposals and modifications shall be time-stamped upon receipt. Proposals shall not be opened publicly but shall be opened in the presence of two or more Purchasing officials. Proposals and modifications shall be shown only to Board personnel having a legitimate interest. Only after award of the contract shall proposals be open to public inspection.

### ***J. Errors in Proposals***

Offerors or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the offeror's own risk. The offeror may withdraw a proposal prior to the proposal opening date and time by requesting to do so in writing.

### ***K. Standards of Acceptance of Proposal for Contract Award***

The Board reserves the right to reject any and all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a proposal of any offeror as being unresponsive when such offeror cannot document its ability to deliver requested services or when investigation shows it is not in a position to perform the contract.

#### ***L. Compliance With Laws***

The offeror 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, or County statutes, ordinances and rules during the performance of any contract between the Board and the offeror. Any such requirement specifically set forth in any contract document between the offeror and the Board shall be supplementary to this section and not in substitution thereof.

#### ***M. Indemnity Provisions***

Where offeror is required to enter or go onto property to provide services or gather information, the offeror shall be liable for any injury (including death), damage or loss occasioned by negligence of the offeror, his agent, or any person the offeror has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

#### ***N. Cancellation/Default of Contract***

In the event the successful offeror, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor. The cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

#### ***O. Certification of Independent Price Determination***

By submission of this proposal, the offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this Request for Proposal:

1. The pricing structure in this proposal has 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 offeror or with any competitor;
2. The pricing structure which has been quoted in this proposal has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

It is Board policy to improve opportunities for Local and/or Minority/Women Business Enterprise (LMWBE) to participate competitively in proposals for materials and supplies, and professional services.

All bidders must read and complete all documents included in Attachment "C" with all pertinent Exhibits.

**Q. “Responsive” Offeror Criteria**

- \* Availability of Products/ Services
- \* Warranties/Guarantees
- \* Ability to Meet Equipment Specifications/Proposal Conditions
- \* Documented Quality of Product and Manufacturer
- \* Service and Support Capability

**R. Qualification of Offeror**

A responsible offeror is defined as one who meets, or by the date of the proposal acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposal. The Board has the right to require any or all offerors to submit documentation of the ability to perform, provide, or carry out the service requested.

**S. Proposal Discussion with Individual Offerors**

Discussion may be held with offerors submitting proposals acceptable or potentially acceptable. The purpose of the discussions are:

1. Promote understanding of the Board’s requirements and the offeror's proposals; and
2. Facilitate arriving at a contract most advantageous to the Board taking into consideration price and other evaluation factors set forth in the RFP.

**T. Compliance with Specification/Terms and Conditions**

The Request for Proposal, Legal Advertisement, General Terms and Conditions, Proposal Submittal Instructions, Special Terms and Conditions, Specifications, Attachments, Vendor's Response, any addenda, and/or any other pertinent documents form a part of the offeror's proposal and by reference are made a part hereof.

**U. Award of Contract**

The contract, if awarded, will be awarded by means of a two- step process as described in Attachment “A” Specifications for .

Product quality, service issues and other factors stipulated above in Condition “O” must be met to the satisfaction of the Board for a proposal to be considered responsive. Moreover, the Board will award the contract to the next most qualified offeror if the selected offeror is unable to execute a contract and provide delivery within the time parameters specified in this RFP.

In the case of a tie of more than three offerors at the conclusion of the first step, the top three offerors will be determined by the following criteria:

1. Savannah-Chatham County LMWBE
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

If proposals remained tied, then award will be made by means of a public coin flip performed by the buyer and witnessed by one other Board employee and all interested parties.

Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Request for Proposal.

At its option, the Board may take either of the following actions in order to form an agreement between the Board and the selected offeror:

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **21st Century Service Providers**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

#### ***V. Vendor Performance***

The successful offeror(s) will be evaluated by the Board over the duration of the contract period. Performance will be documented. Poor performance may result in the vendor being disqualified on future proposals.

#### ***W. Signed Proposal Considered Offer***

The signed proposal shall be considered an offer on the part of the offeror, and shall be deemed accepted upon approval by the Board. In case of a default on the part of the offeror after such acceptance, the Board may take such action as it deems appropriate, including legal action for damages or lack of required performance.

#### ***X. Public Information***

It is the policy of the Board that at the conclusion of the selection process, the contents of all proposals 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 proposal. Failure to list all proprietary sections of the submitted proposal shall relieve the Board from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

## **II. Proposal Submittal Instructions**

All proposals must be prepared in the standard format described below in order to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and therefore, be excluded from consideration. Any proposed deviation from the requested item must be noted and fully explained.

### ***A. Completion of Certification Form & LMWBE Program Information Form***

1. Complete the attached Certification Form. Include a contact person for this proposal with a phone number where that person may be reached. **Include this form as the first page of the submittal.**

The offeror is required to provide references, including phone number and contact person, of at least three firms for whom similar items or services have been supplied.

2. Complete the LMWBE Information Form with pertinent information for minority/women/majority

designation.

3. Complete the "Where Did You Hear About This Proposal" section. This information is for statistical use only.

4. Complete all pertinent documents within Attachment "C".

### ***B. Completion of Proposal Submittal Form***

For each item listed on the Proposal Submittal Form, complete with the requested information.

### ***C. Proposal Preparation and Submittal***

All proposals shall be:

\* Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.

\* Submitted in the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

\* Submitted on proposal forms as included in this RFP and in accordance with instructions stated above.

\* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Proposal Opening date and time. Whether sent by mail or by means of personal delivery, the offeror assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. Late proposals will be returned unopened to the offeror.

\* Proposals submitted by facsimile transmission will not be accepted.

\* Considered an irrevocable offer for a period of sixty (60) days from the date of public proposal opening.

Offerors 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.

Offerors shall provide **two (2) copy(s)** of submitted proposal proposals containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

### **III. Special Terms and Conditions**

The offeror agrees that the Board shall have the right to place purchase orders referencing **13-29** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

#### ***A. Pricing***

The offerors shall provide a **unit price for each item** on this RFP which will remain valid throughout the



stipulated performance period or until delivery is completed. Price shall include the items as specified. If so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

**OR**

The bidder shall provide a **lump sum price totaling all items** on this RFP.

***B. Samples/Demonstrations***

The Board reserves the right to request samples after proposals are opened and before the award is made. Samples, when requested must be submitted in accordance with instructions. Samples must be furnished free of charge and if not destroyed during testing will, upon request be returned at the offeror's expense. A call tag must be furnished and all shipping costs shall be at the offeror's expense. Each individual sample must be labeled with the offeror's name and manufacturer's brand name and part/model number.

***C. Warranty***

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **one (1) year** from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.

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

**RFP #13-29**

The undersigned offeror certifies that he/she has carefully read the preceding list of instructions to offerors and all other data applicable hereto and made a part of this Request for Proposal; and further certifies that the proposal submitted is in accordance with all documents contained in this request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. By \_\_\_\_\_  
*Name (printed)*

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

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

\_\_\_\_\_  
*Address (Street, City, State, Zip)*

\_\_\_\_\_  
*Phone No. Fax No.*

\_\_\_\_\_  
*Federal Taxpayer I.D. No. e-Verify No.*

\_\_\_\_\_  
*Contact Person for This Bid Phone Number*

**REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:**

1. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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



**Local and/or Minority/Woman Business Enterprise Development Information**

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status.

OFFEROR: \_\_\_\_\_ RFP #  
\_\_\_\_\_

Please check ownership status as applicable:

\_\_\_\_ Local \_\_\_\_ Woman

\_\_\_\_ African American \_\_\_\_ Hispanic

\_\_\_\_ Majority \_\_\_\_ Non-Local

\_\_\_\_\_  
Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
Expires: \_\_\_\_\_ Notary Public; My Commission

**HOW DID YOU HEAR ABOUT THIS RFP?**

(This information is for statistical use only.)

\_\_\_\_ City of Savannah, Department of Economic Development \_\_\_\_ The Herald Legal Ad

\_\_\_\_ Received Request for Qualifications by Mail \_\_\_\_ Savannah News Press Legal Ad

\_\_\_\_ The Savannah Tribune Legal Ad \_\_\_\_ Visiting the Purchasing Office

\_\_\_\_ Other  
\_\_\_\_\_

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Savannah-Chatham County Public School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor Name of Project

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

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 201\_  
in \_\_\_\_\_(city), and \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE  
SUBCONSULTANT/SUPPLIERS

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ and \_\_\_\_\_ on behalf of (Savannah-Chatham County Public School Systems ("SCCPSS")) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUB-  
SUBCONSULTANT/SUPPLIERS**

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## DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.
3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
4. List any prior suspensions or debarments by any government agency.
5. List any contracts not completed on time.
6. List any penalties imposed for time delays and/or quality of material and workmanship.
7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
8. List any pending civil actions against company for nonperformance of contract.

I, \_\_\_\_\_,  
Name of Individual Title & Authority

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

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

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ by representing him/herself to be of the company named herein.

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## PROPOSER SUBMITTAL FORM

### RFP #13-29

The information set forth in the section titled evaluation criteria must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the District to reject a proposal. The offeror shall submit one original and three (3) copies of the response. In addition one (1) CD-ROM copy of the response shall be submitted with the original document.

#### A. FIRM INFORMATION

The attached **Firm Certification Form** must be completed and returned with the offeror's proposal. **Failure to return the Firm Certification Form or to sign it are grounds for the District to reject a proposal.**

#### B. REQUIRED REQUEST FOR PROPOSAL RESPONSE FORMAT

In order for the District to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below.

##### 1. Title Page

The title page should reflect the Request for Proposal subject, name of the firm, address, telephone number, contact person and date of preparation.

##### 2. Table of Contents

The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the District's Request for Proposal and must include all the items set forth in A-D of this section of the Request for Proposal.

##### 3. Letter of Transmittal (Please limit to three pages).

A letter of transmittal must be submitted with an offeror's proposal. The letter must include:

- a. A statement of the offeror's understanding of the services required by the Request for Proposal and attached specifications. The offeror must explain how it would provide these services to the District.
- b. The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses and telephone numbers).
- c. A statement that the individual who signs the transmittal letter is authorized to bind the offeror to contract with the District.

##### 4. Profile of the Offeror

- a. Whether the offeror is a local, regional or national firm.
- b. How long the firm has been in business under the present name and structure. Provide any other



names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.

### **C. Personnel**

The offeror must identify the full-time and part-time staff who will be assigned direct work on this project.

### **D. Experience**

1. A description of any comparable services performed by the offeror during the most recent five-year period similar in scope to the District's project. To the extent possible, include work for clients who are K-12 public educational institutions. Explain the roles performed by the proposed personnel in the previous projects.

2. If the offeror has provided services comparable to those specified in this Request for Proposal, provide a minimum of three (3) references. Provide complete addresses and telephone numbers of each reference, as well as the name, title and the telephone number of a contact individual. Describe the contract, the scope of the contract, the length of the contract and the dollar value of the contract for each reference.

#### **3. Required Representations by the Offeror**

a. Submit a statement that supervision of the offeror's staff providing the services to the District will be by a principle of the firm.

b. List by name the qualifications, education and work experience of all personnel who will be assigned to the District's contract and provide a narrative description of the work responsibilities of each individual pursuant to the District's contract. Provide resumes for key individuals.

#### **4. Offeror's Response to Specifications**

In preparing your response to the Specifications, organize your proposal to follow the order of information requested in Attachment "A", Specifications. Be specific and thorough in your proposal.

#### **5. Alternate Approaches to the Work**

Proposals will be evaluated on the requirements of the Request for Proposal. However, offerors are welcome to outline additional services or alternative approaches that they feel are in the District's best interest. Offerors must address alternative approaches and/or additional services in this section of their proposals.

#### **6. Additional Data**

Data not specifically requested by the foregoing sections but which is considered essential to the proposal may be presented in this section. If there is no additional information to present, state in this section, "There is no additional information we wish to present." However, suggestions of additional information include, but are not limited to, copies of relevant media reprints and promotional brochures of your firm.

#### **7. Price Proposal (Price Proposal must be submitted in a sealed envelope)**

- a. Submit a firm fixed price proposal to perform the complete services requested in the scope of work.
- b. Submit the hourly billing rates of all personnel to be assigned to the project. This information will be used to negotiate additional work beyond that contained in the scope of work.
- c. Submit any other pricing/cost data necessary to carry out this project. Include cost/pricing data, certified cost audits, etc., to justify any data submitted.

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## ATTACHMENT "A"

### SPECIFICATIONS

RFP #13-29

#### 21st Century Service Providers

All bid postings on this web site are not intended to be official. This information is provided as a public service. Any information presented here is subject to revisions at any time and is reproduced from official documents of the Purchasing Department. In case of errors and/or omissions you are advised to contact the Purchasing Department for the current status of any bid posting. All bids and RFP's submitted to the Purchasing Department must be clearly marked with the Bid/Proposal name and number on the outside of the document.

#### **GENERAL INTENT**

In order to better serve the significant number of area students at risk of failure the Savannah-Chatham Board of Public education is currently seeking Service Providers for its 21st Century Community Learning Centers (CCLC) Grant who can assist the district in providing expanded academic enrichment opportunities for children attending low performing schools. All proposals shall comply with the Request for Proposal. Any violation of the proposal terms will be brought to the attention of the "Board". Any deviations from the specifications must be clearly noted by the offeror. Adequate information to allow the Board to evaluate those exceptions must be submitted with the proposal.

The objectives of this RFP process are to select Service Providers who can assist the District in accomplishing the following:

- A. Provide opportunities for academic enrichment and tutorial services to help students, particularly students who attend high poverty and low performing schools, to meet state and local performance standards in core academic subjects;
- B. Offer students a broad array of additional services, programs and activities to reinforce and complement the regular academic program of participating students;
- C. Offer families of 21st CCLC students opportunities for literacy and related education development.
- D. To build balanced, diversified collaborative partnerships to ensure program quality, success, and sustainability.
- E. All information regards student(s) and student's families shall be confidential.
- F. Where license and/or certification is required, the successful offeror, shall provide and maintain it his/her expense.

**BACKGROUND:**

The Savannah-Chatham County Public School System serves approximately 37,000 students in preschool through 12th grade, and approximately 2,087 classroom teachers. Currently, there are twenty five (25) elementary schools, nine (9) middle schools, ten (10) high schools, and eight (8) alternative programs. About 6,800 rural and inner-city public schools in 1,420 communities--in collaboration with other public and nonprofit agencies, organizations, local business, post-secondary institutions, scientific/cultural and other community entities-are now participating as 21st Century CCLCs.

**PERFORMANCE PERIOD:**

This solicitation shall establish a contract to remain effective for one (1) year from date of contract execution, with an option to extend for two (2) additional one (1) year periods, by mutual agreement of the District and contractor.

Renewal of the contract will be based on demonstrated satisfactory performance by the successful offeror during the initial contract period as to the delivery of service and contingent upon the availability of program funding.

**BID ACCEPTANCE PERIOD:**

A one hundred twenty day (120) period from proposal closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the ninety-day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed canceled.

**FISCAL FUNDING:**

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

**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 offer 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 offeror, 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.

**CONSULTANT PERFORMANCE:**

The successful offeror shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at SCCPS's facilities designated. SCCPSS' 21st CCLC Project Director will decide all questions which may arise as to the quality and acceptability of any work performed under an established contract. If, in the opinion of the SCCPSS representative(s), performance becomes unsatisfactory, SCCPSS shall notify the contractor. The successful offeror will have one (1) day from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, SCCPSS shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover unsatisfactory services from any balances due or to become due the consultant. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the 21st CCLC Project Director.

**INDEPENDENT CONTRACTOR:**

The successful offeror will be deemed to be an independent Contractor and will not, under any circumstances be considered an employee, servant or agent of the District. Neither the offer nor its employees have the authority to bind the District in any respect. However, the provisions of this subsection shall not be construed as a restriction on the offer's access to the data needed to successfully complete the program evaluation.

**CONFLICT OF INTEREST:**

If a contract is issued, the successful offeror will avoid at all times any conflict of interests between her/his duties and the responsibilities as a contractor and his interests outside the scope of any current or future contract. The following, but not limited to, define the general parameters of a conflict of interest prohibited by the District:

1. An offeror's outside interests will not interfere with or compromise her/his judgment and objectivity with respect to his responsibilities to the District;
2. An offeror will not make or influence District decisions or use District resources in a manner that results in: financial gain outside any current or future contracts for either the offer or her/his relatives, or unfair advantage to or favored treatment for a third party outside the District.

**GENERAL INFORMATION:**

The SCCPSS, in an effort to better serve the significant number of area students at risk of failure, multiple needs will be addressed throughout the implementation of the 21st

CCLC sites at twenty-nine sites.

In 2010, Savannah-Chatham was awarded four (4) additional 21st Century CLC grants adding an additional eight (8) sites: Butler, Juliette Low, Southwest, Thunderbolt and West Chatham Elementary. Southwest, Myers and West Chatham Middle.

In 2011, Savannah-Chatham was awarded five (5) additional 21st Century CLC grants adding an additional 10 sites at: Garden City, Gould, East Broad, and Hodge Elementary. Mercer, DeRenne Middle, Groves, Johnson, Liberal Studies at Savannah High and Beach High School.

In 2012, Savannah-Chatham was awarded five (5) additional 21st Century CLC grants adding additional sites at 10 schools: Pooler, Port Wentworth, Gadsden, Haven, Bartow, Shuman, and White Bluff Elementary. Bartlett, Hubert Middle, and Jenkins High School.

**The combination of the grants serves a total of twenty-nine (29) sites at twenty-eight (28) schools and (1) Alternative Education Program.**

#### **PROGRAM FOCUS:**

The focus of this program is to provide expanded academic enrichment opportunities for children attending low performing schools. Tutorial services and academic enrichment activities as part of this program are designed to help students meet local and state academic standards in subjects such as reading and math. In addition, 21st CCLC programs provide youth development activities, drug and violence prevention programs, technology education programs, art, music and recreation programs, counseling and character education to enhance the academic components of the program.

#### **PROGRAM DESIGN:**

Program Design will focus on the following:

**Meeting identified deficiencies in reading and math through the use of an engaging curriculum and filling the gaps in academic success rates between the highest and the lowest performing academic achievement subgroups.**

- 1) Sessions/ activities appropriate to student's age and ability level;
- 2) Engaging, hands-on activities;
- 3) Family reading and activity books and kits to be used in the home;
- 4) Academic enrichment in core academic areas;
- 5) Field trips;
- 6) Visual and performing arts activities;

Additional Services, programs, activities to further reinforce and complement students' regular academic programs are as follows:

- 1) Cultural affairs activities such as summer Shakespeare workshop, African drumming;
- 2) Cultural events field trips;

- 3) Team building, conflict resolution, mediation skills, and recreational activities;
- 4) Career connections;
- 5) Motivational speakers;
- 6) Social services and referrals
- 7) Health screenings and referrals

Site specific opportunities for literacy and related educational development will be provided for families of participating students to include but may not be limited to:

- a) Interactive activities, workshops, family night literacy activities, counseling and referrals
- b) Parents learn importance of early literacy skills and how to assist literacy skills development of their children
- c) Saturday field trips to promote quality family time
- d) Literacy activities with libraries and media centers
- e) Parent sessions at 21st CCLC sites
- f) Artistic experiences through Savannah City of Cultural Affairs
- g) Department of Labor One-Stop Center, Youth Futures Authority (YFA) Family Resource Center

#### **SCOPE OF REQUIRED SERVICES:**

The successful offeror shall comply with the annotated terms and provide the following items:

Provide services that:

- Meet and facilitate progress toward program objectives
- Utilize technology to enhance program offerings
- Integrate the school day's lessons and complement school day activities
- Offer opportunities for social interaction
- Promote teamwork and respect for others

Services offered can include the following but are not limited to the following categories:

- **Student Enrichment Activities**
- **Life Skills Enrichment**
- **Recreational Activities Enrichment**
- **Character Education Enrichment**
- **Parental Involvement and Engagement**

#### **EVALUATION METHOD AND CRITERIA:**

The SCCPSS evaluation team will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

Ability to provide high quality evaluation services to meet or

exceed the objectives specified in the RFP: 20 points

Credentials, qualifications, experience, approach/methodology: 25 points

Compliance with RFP terms and conditions and demonstrated understanding of the services required by the SCCPSS: 15 points

Overall quality and completeness of proposal: 10 points

Cost of Services: 30 points

After all evaluations are complete, the evaluation panel shall be responsible for recommending an award based on the established criteria. The award recommendation shall be based upon the established evaluation criteria and overall needs of the district.

**RIGHT TO REJECT PROPOSALS and NEGOTIATE CONTRACT TERMS:** The District reserves the right to reject any and all proposals and to waive minor irregularities and technicalities. The judgment of the District on such matters shall be final. The District further retains the right to negotiate the terms of the contract, including the award amount, with the selected offeror prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring offeror, the District may negotiate a contract with the next highest scoring offeror.

**INQUIRIES:**

**All questions regarding this RFP must be submitted in writing on or before November, 1, 2012 by 2:00 p.m. Eastern Standard Time. Questions may be faxed to (912) 201-7648 or mailed to:**

Savannah-Chatham County Public School System  
Attn: Purchasing Department, Room 213  
208 Bull Street  
Savannah, GA 31402

**All Correspondence submitted via mail must clearly state: Questions- RFP # 13-29 on the lower left hand corner of the envelope.**

**QUALIFICATIONS:**

A responsible offeror or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposal. The Board has the right to require any or all offerors to submit documentation of the ability to perform, provide, or carry out the service requested.

- a. Must be at least 18 years old.
- b. Must have a minimum of a high school diploma
- c. Must possess basic technology skills



- d. Must submit to and finance the cost of the background check.
- e. Clearance demonstrating that the successful offeror or employees have not been substantiated for child abuse.
- f. Must be organized and have excellent communication skills.

**TERMINATION FOR CAUSE/DEFAULT:**

In case of failure to deliver in accordance with the contract terms and conditions, the Board, after due oral or written notice, may procure them from other sources and hold the bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Board may have.

Specifically, if, through any cause, the bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the bidder violate any of the covenants, agreements, or stipulations of this contract, the Board shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the bidder shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of contract by the bidder. The Board may withhold any payments to the bidder for the purpose of set off until such time as the exact amount of damages due to the Board from the offer is determined.

**TERMINATION FOR CONVENIENCE:**

The Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of Board. Any such termination shall be effected by delivery to the offer, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the offer must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the offer of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

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## **ATTACHMENT "B"**

### **INSURANCE REQUIREMENTS**

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. 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.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

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## **ATTACHMENT C**

### **LMWBE BUSINESS PARTICIPATION PROGRAM**

It is the policy of the Board of Public Education (“owner”) that minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs.

The following completed documents are to be submitted with all bids:

1. Proposed schedule of LMWBE (Exhibit #1)
2. Documentation of Good Faith Efforts (Exhibit #2)

The following completed documents are to be submitted with all bids if applicable:

1. Joint Venture disclosure requirement form (Exhibit #3)

The successful bidder will be required to submit in duplicate and one copy submitted with contractor’s request for monthly and final payments and the second copy directly to the cooperative minority and women business development program.

1. LMWBE monthly payment form (Exhibit #4)

### **DEFINITIONS OF LMWBE**

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 of 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:

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - 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.

4. Women Business Enterprise - WBE - 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 School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email [sylvesterf@vangdist.com](mailto:sylvesterf@vangdist.com).

For more information regarding how to best provide opportunities for business growth and development for local and disadvantaged business enterprises, please contact:

Gail Delaney  
Savannah Entrepreneurial Center  
801 E. Gwinnett Street  
Savannah, GA 31401  
(912) 652-3582 (Phone)  
email: [gdelaney@savannahga.gov](mailto:gdelaney@savannahga.gov)

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.

**ATTACHMENT C - Exhibit #1**

**PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID NO.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ TOTAL BID AMOUNT: \$ \_\_\_\_\_

| NAME OF LMWBE PARTICIPANT | ADDRESS | TYPE OF WORK SUB-CONTRACTED | SUBCONTRACT VALUE |
|---------------------------|---------|-----------------------------|-------------------|
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

WOMEN PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

OTHER MINORITY PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

The undersigned will enter into a formal Agreement with the LMWBE Sub-contractors/Proposers identified herein for work listed in this schedule conditioned upon execution of a contract with the Savannah-Chatham County School Board.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Note: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.

**ATTACHMENT C - EXHIBIT #2**

**GOOD FAITH EFFORTS REQUIREMENTS**

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

|  |  |
|--|--|
| Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.  | Yes or No<br><br>If no, please explain:  |
| Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities. | Yes or No  |
| Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.   | Yes or No<br><br>If no, which agencies were used to identify potential LMWBE Subcontractors? |
| Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.   | Yes or No  |
| Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited. | Yes or No  |
| Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.   | Please explain efforts:  |

**JOINT-VENTURE DISCLOSURE STATEMENT**

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LMWBE joint venture firm.

| Joint venture firms | Level of work | Financial participation |
|---------------------|---------------|-------------------------|
|                     |               |                         |
|                     |               |                         |

**ATTACHMENT C - Exhibit #4**

**LMWBE MONTHLY REPORT**

NAME OF CONTRACTOR/CONSULTANT: \_\_\_\_\_

BID NO: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_

| NAME OF LMWBE PARTICIPANT | ADDRESS | TYPE OF WORK SUBCONTRACTED | MONTHLY PAYMENTS |
|---------------------------|---------|----------------------------|------------------|
|                           |         |                            | \$               |
|                           |         |                            | \$               |
|                           |         |                            | \$               |
|                           |         |                            | \$               |

PERCENTAGE OF TOTAL CONTRACT: \_\_\_\_\_%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: \_\_\_\_\_%

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Notes:**

1. Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Form 1, including an accounting for any changes in LMWBE firms employed.

**2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM.**