



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 **ASSA ABLOY Harmony Hardware and Services**. 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 27, 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 **Sabrina L. Scales** 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 #13-36

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 **ASSA ABLOY Harmony Hardware and Services** 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.: Sabrina L. Scales**  
**Interim Purchasing Director**  
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 16, 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 19, 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 **ASSA ABLOY Harmony Hardware and Services**", 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 **13-36** 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 #13-36**

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 #13-36

### **SUBMITTAL REQUIREMENTS:**

#### **All proposals shall be:**

- \* Submitted on 8 1/2" x 11" paper, and prepared simply and concisely.
- \* 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 a sealed envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. If proposal materials require additional envelopes, then the proposal package must be combined together with the envelope on top.
- \* Thorough and detailed as possible so that the Board may properly evaluate the offeror's capability to provide the required services.
- \* 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 Register of Offerors date and time. Whether sent by mail or by means of personal delivery, the proposer 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 proposer.
- \* Proposals submitted by facsimile transmission or e-mail will not be accepted.
- \* Considered an irrevocable offer for a period of ninety (90) days from the date of public proposal opening.

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.

In order to be considered for selection, proposer must submit a complete response to this RFP; one (1) unbound **original** and **five (5)** copies of each proposal shall be submitted to the Board as indicated on the cover sheet. Proposers must also submit **one (1)** reproducible CD-ROM of the proposal. Its content must be constructed from commercial grade software such as Microsoft Word or Corel WordPerfect or similar products. No other distribution of the proposal shall be made by the offeror.



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. Proposers are required to submit the following items as a complete proposal:

The return of this **Request For Proposal** document, signed and filled out as required.

**1. EXECUTIVE SUMMARY:** This section shall provide a summary of the Offeror's proposal to provide the services detailed in the specifications. The Offeror shall clearly specify its ability to meet specifications as defined in the RFP.

**2. GENERAL:** Location of Offeror's headquarters; nearest office; applicable telephone, and facsimile numbers; email addresses, and any other pertinent information relative to the size and organizational structure of the company. There shall be one point of contact for the development services.

**3. PROJECT TEAM:** An organizational chart (block diagram) and written description of the proposed Project Team, with names and titles of the key individuals shown. Include supporting narrative to describe the qualifications, education and experience of the personnel to be assigned. A copy of the organization's business license or formal legal documentation with respect to conducting business in the state of Georgia must be submitted with your proposal.

**4. PROPOSED PROJECT PLAN WITH TIMELINE AND DELIVERY:** Provide a written detailed project plan describing how the offeror intends to approach and execute the plan. The planned approach must clearly state methods to be used on providing mechanical and electrical engineering services to the District.

**5. FINANCIAL DATA:** Pertinent data which demonstrates the Offeror's corporate capability to successfully perform. This shall include information about the financial stability of the firm; e.g. annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.

**6. PROJECT UNDERSTANDING:** The Offeror shall provide a written narrative statement to demonstrate his or her understanding of the scope of work.

**7. SUPPORT PLAN/METHODOLOGY:** The Offeror shall provide a written narrative describing the support/methodology to providing services. Specifically describe your support approach to providing mechanical and electrical engineering services to the district.

**8. EXPERIENCE/REFERENCES:** Describe the Offeror's prior related experience of providing mechanical and electrical engineering services to school divisions of similar size and scope, governmental agency, or institution(s) of higher learning. Responses **must** include the names, addresses, telephone and facsimile numbers, and email addresses of contact persons, telephone number of schools supplied, size and scope (magnitude and complexity) of that served, dollar value of contract, date of award, and period of performance. Offerors **must** provide a minimum of three (3) references with a company's name, contact person, telephone and fax number.

**9. COST PROPOSAL:** Cost proposals shall be submitted on the enclosed Proposal Pricing Form in a separate sealed envelope clearly marked "Cost Proposal". The offeror shall clearly outline the cost proposed for the mechanical and electrical engineering services. All prices, costs and conditions outlined in the proposal shall remain fixed and valid for acceptance for ninety (90) days starting on the due date for proposals. Offerors must clearly outline any items with additional cost. The additional cost must be submitted along with this proposal. If additional costs are not submitted, then the District will assume cost provided includes all cost for the requested mechanical and electrical engineering services.

## Request for Proposal 13-36

### ASSA ABLOY Harmony Hardware and Services

#### Cost Submittal Form

- Cost must be inclusive to include shipping, travel, and/or any other handling fees.
- Any substitution must be 100% equivalent to requested equipment and must be fully compatible with existing hardware and software.

Offeror's will be required to provide Savannah-Chatham County Public School System with hourly rates for Harmony Hardware services. Resumes of existing staff, or subcontractors, with these credentials must be provided in your response. Offerors **must identify up front** if they plan to subcontract any work. Offeror's technicians must have the appropriate certifications to be billed at the rates below.

Description	List Cost	Discounted Cost	Markup Percentage on Cost
ElectroLynx Hinge Part No.: T4A3786- QC12 4 ½" x 4 ½" US26D			
ElectroLynx Hinge Part No.: TA2714- QC12 4 ½" x 4 ½" US26D			
ElectroLynx Hinge Part No.: TA2314- QC12 4 ½" x 4 ½" US26D			
ElectroLynx Hinge Part No.: T4A3786- QC12 5" x 4 ½" US26D			
Harmony Exit Part No.: 10 H1-8876- 12v F ETL US32D GMK			
Harmony Exit Part No.: HC 10 H1-8876-12v F ETL US32D GMK			
Harmony Exit w/ELR Part No.: 10-56- H1-8876-12v F ETL US32D GMK			
Harmony Lock w/Deadbolt Part No.: H1 10 82281-12V LNJ US26D GMK			

## Request for Proposal 13-36

### ASSA ABLOY Harmony Hardware and Services

#### Cost Submittal Form

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Offeror's will be required to provide Savannah-Chatham County Public School System with hourly rates for Harmony Hardware services. Resumes of existing staff, or subcontractors, with these credentials must be provided in your response. Offerors **must identify up front** if they plan to subcontract any work. Offeror's technicians must have the appropriate certifications to be billed at the rates below.

Description	List Cost	Discounted Cost	Markup Percentage on Cost
Harmony Lock Part No.: H1 10 82271-12V LNJ US26D GMK			
Power Supply 12VDC Part No.: 3541			
Power Supply 24VDC Part No.: 3540			
18" Door Cord Part No.: 798-18			
12" Door Cord Part No.: 798-12			
Hourly Rate for Harmony Designer			
Hourly Rate for Harmony Technician			
Percent Markup on Cost of ASSA ABLOY Hardware/Software	N/A	N/A	
Percent Markup on Cost of Wood Doors	N/A	N/A	
Percent Markup on Cost of Metal Doors	N/A	N/A	
Percent Markup on Cost of Other Door Accessories/Hardware	N/A	N/A	

## 10. EVALUATION METHOD CRITERIA:

The Board will evaluate proposals and will select the proposer which meets the requirements within this Request for Proposal and the best interests of the Board. The Board shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Board's decision's will be final. The Board's evaluation criterion may include but shall not be limited to consideration of the following:

### a. Cost

Cost-effective solution that meets the goals and expectations listed. (see attached Cost Submittal Form) **All cost must include consideration for travel and shipping as SCCPSS will not be responsible for any costs associated with travel and/or shipping.**

### b. Company Experience and Certifications

Offeror must provide a detailed description of your company including history, company locations, employees with industry certifications by locations and previous experience with similar projects in size and scope for K-12 institutions. Describe in complete detail descriptions of any plans for outsourcing services.

Offeror's support plan must describe in detail their firm's service and support that will be offered to SCCPSS for all requested and desired services. Offeror's support plan must include expected response time for support services.

### c. References

Offeror must include three (3) references from customers that required services have been provided to. References information must include company's name, company's address, contact name, contact phone and fax number.

Offeror's with an existing or former relationship with SCCPSS may use the SCCPSS district as one of the three references to be considered and evaluated by District representatives. Regardless of existing or former relationship with the District, all offeror's will be scored accordingly to past and present services provided to the District.

1. <u>Cost</u>	45
2. <u>Company Experience and Certifications</u>	35
3. <u>References</u>	20
<b>Total Points Allowed</b>	100

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## ATTACHMENT "A"

### SPECIFICATIONS

RFP #13-36

#### ASSA ABLOY Harmony Hardware and Services

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:

It is the intent of the Savannah-Chatham County Public School System to enter into a contract with a qualified Offeror(s) to provide ASSA ABLOY Harmony Door Hardware and Services to the District. All equipment/parts must be 100% compatible with the existing Harmony access control hardware currently installed at SCCPSS sites. Offerors submitting proposals must submit in detail their plans which should state how they intend to perform the services required and the compensation they will charge for the required services. The offeror (s) must furnish as a part of this proposal descriptive and detailed information necessary for the District to determine whether the proposal offered meets the requirements of the proposed documents.

All specifications listed herein shall supersede any specifications previously stated in general terms and conditions.

#### Background Information:

Located in Savannah, Georgia, the Savannah-Chatham County Public School System (SCCPSS) is a medium-sized school district with an enrollment of approximately 35,246 students in grades Pre-K through 12. SCCPSS has 9 high schools, 9 middle schools, 24 elementary schools, 7 K-8 Schools, 7 other educational facilities and 4 administrative sites for a total of 60 sites.

The Savannah-Chatham County Public School System reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the District.

### **Instructions to Offerors:**

- All responses must include costs for hardware, software, licenses, and shipping.
- Offerors must provide a description of their company including information below. This will be considered in the evaluation process. Failure to list the required information may result in loss of evaluation scoring points.
- description of company locations
- description of personnel with industry certifications by location
- description of any plans for outsourcing
- Offerors must provide in detail the warranty of each proposed product/system
- Incomplete responses will not be considered.
- All RFPs submitted become the property of SCCPSS and are subject to applicable open records policies and laws.

### **Specifications:**

All equipment must be 100% compatible with the existing Harmony access control hardware at the following sites:

- Godley Station - K8 School
- Butler Elementary School
- Pulaksi Elementary School
- Oglethorpe Charter School
- Gadsden Elementary School
- New Hampstead High School

### **Fiscal Funding:**

Notwithstanding any other provisions of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the 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 (hereafter to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

### **Contract Changes:**

By written notice to the contractor, the SCCPSS may make changes, within the general scope of the contract, and in the goods or services to be provided.

### **Basis of Award:**

The District intends to award a contract for ASSA ABLOY Harmony Door Hardware and Services as a result of this request for proposal. The firm scoring the highest number of points based on the established criteria and meeting and exceeding the stipulated requirements will be recommended for award. The award will be made as outlined in the evaluation criteria including cost and other factors in the proposal submitted.

The District reserves the right to waive any technical or formal errors or omissions of the District and to reject any and all proposals, or to award contract (s) for mechanical and electrical and engineering services in the best interest of the District. The offeror's firm must have experience in ASSA ABLOY Harmony Door Hardware and Services. SCCPSS reserves the right to award to multiple vendors.

**Substitutions:**

Substitutions that occur after contract award must be approved by the Data and Information Department prior to shipment. If items in contract are discontinued, substitutions of these items must be submitted to the Purchasing Department in writing and approved before any shipments occur.

Substitutions must be 100% equivalent to requested equipment and must be fully compatible with existing hardware and software. Failure to provide 100% equivalent shall result in contract termination.

Any deviation from the specifications must be clearly identified and noted in the Offeror's submitted Request for Proposal. As a part of this RFP response, each offeror must provide complete technical and product data to accompany each item proposed.

**Offerors Qualifications:**

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

The District reserves the right, before awarding the contract, to require an offeror to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including but not limited to, the financial, technical and other qualifications and abilities of the offeror, including past performance and experience with the District) in making the award in the best interest of the District. Offerors must be engaged full time in the supply or services rendered that are particular to this Request for Proposal.

**Performance Period:**

If awarded, this proposal will establish a contract to be put in place and remain open for a one (1) year period beginning with contract award. The "Board" reserves the right to renew this contract for two (2) additional one year renewal periods provided all prices, terms, and conditions remain unchanged and both parties agree to renew the contract. Any renewal will be based on satisfactory performance by the offeror during the previous year as to cost and service provided. Cost submitted on the cost submittal form shall be firm throughout the contract award period.



**Negotiations:**

Negotiations may be conducted by the District, in its best interest, best and final offer requirements may also be part of the negotiation process or award may be made based on the results of the original offers. Negotiations may include, but are not limited to:

- Price of the items or services so specified in the offer
- Delivery time after receipt of order, or time of completion of the project
- Determining whether the Offeror has the financial capabilities, facilities, personnel and equipment necessary to provide required items or services.

**Quality of Service:**

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective areas of work.

The successful offeror shall allow the District, thirty (30) after installation to report defects. The successful vendor must make all necessary repairs within the thirty (30) day specified period of time. If, in the opinion of the District or designee, repair services becomes unsatisfactory, SCCPSS shall notify the successful offeror of the cancellation of the agreement for default.

**Guarantees and Warranties:**

All guarantees and warranties should be stated in writing and submitted as part of the request for proposal. The offeror shall warrant that the services will meet the reliability and performance requirements set forth in the RFP and will continue to do so as the services remains under offeror maintenance.

The Offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 12 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults, develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

If, within the warranty period any defects occur which are due to faulty material and/or services, the offeror at his expense, shall repair or adjust conditions, or replace the material and/or services to the complete satisfaction of the SCCPSS. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of the district's data centers and network infrastructure.

**RFP Acceptance Period:**

A one-hundred (120) day period from RFP 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 one-hundred twenty day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed canceled.

**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 vendor shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current provider is not the successful bidder, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

**Ambiguity, Conflict, or Other Errors in RFP:**

If an Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an amendment and shall be given by written notice to all parties who have received this RFP from the Savannah-Chatham Public School System's Purchasing Department. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the offeror(s).

**Inquiries:**

Interested PROPOSERS may contact the DISTRICT to get clarification of the proposal. All questions shall be directed to Sabrina L. Scales, Interim Purchasing Director, in writing, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, or by fax at (912) 201-7648. All inquiries must be received no later than 2:00 p.m. on November 16, 2012. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the proposal in addition to that contained in the written document. Interpretations of the proposal or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum to all PROPOSERS who requested the RFP. **No questions will be answered by email or telephone.**

Due to the large number of vendors listed in certain categories of the SCCPSS vendor's

list, not all vendors will necessarily be sent a notice each time an Request for Proposal is issued. The onus rests on the vendor to view the SCCPSS website, [www.sccpss.com](http://www.sccpss.com), frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; [www.sccpss.com](http://www.sccpss.com), click on **"District>Finance>Purchasing>Bids & RFPs"**, click on **Bids and RFPs**, click **RFP** and search for current solicitation number.

Each Offeror is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and SCCPSS policies and/or regulations pertaining to SCCPSS procurement.

From the issue date of this Request for Proposal until completion of the entire solicitation process and announcement of award notification, all Vendor communication must be authorized by the Purchasing Department including but not limited to communications with school system employees and/or contracted agents related to this Request for Proposal. Violation of this provision may result in rejection of the Offeror's response.

**Authority:**

Each party warrants that such party has full power and the authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

**Choice of Law and Venue:**

The Laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any term or provision of this contract be governed by UCITA, as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Chatham County, Georgia, with respect to any state action, and the Southern District of Georgia in Savannah, Georgia, with respect to any federal action. Offerors to pay for SCCPSS costs, including any attorney's fees and expenses of litigation, incurred in any litigation should SCCPSS be a prevailing party. SCCPSS shall be considered to be a prevailing party if the Offerors's lawsuit against SCCPSS is dismissed at anytime for any reason, including a dismissal without prejudice, or if SCCPSS receives a jury verdict in its favor or an appellate decision in its favor.

**Compliance:**

Final inspection of all products/services for acceptance or rejection will be made by SCCPSS. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by SCCPSS of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

**Rights and Remedies:**

As permitted by law, in lieu of canceling the purchase order, The SCCPSS may levy a charge if the successful offeror fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the SCCPSS as a result of the offeror's failure to deliver the item(s) as required.

SCCPSS does not waive any of its rights under contract law. Offeror acknowledges and agrees that if the offeror breaches this agreement, then SCCPSS may cover such goods by contracting to purchase goods in substitution for those due from the seller. SCCPSS may recover from the offeror as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. Failure of the SCCPSS to effect cover does not bar it from any other remedy.

In such circumstances that SCCPSS is not able to cover or chooses not to cover the goods purchased under this solicitation, then the offeror acknowledges and agrees that SCCPSS can recover the difference between the market price of the goods at the time SCCPSS learned of the breach and the contract price of the goods, including any incidental and consequential damages. If SCCPSS has accepted non-conforming goods purchased under this solicitation, then offeror acknowledges and agrees that SCCPSS can recover the value of the goods promised by the offeror and the value of the non-conforming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to SCCPSS under Georgia law. Offeror acknowledges and agrees that SCCPSS is owed its reasonable attorney's fees and costs incurred with the exercise of its rights in connection with the foregoing remedies.

Partial completion on a purchase order will not exempt a offeror from this charge. SCCPSS further has the right after assessing such charge, after the continuing failure of the offeror to complete, to terminate the purchase order.

**Compliance with Laws:**

Offeror shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws,

ordinances, rules and regulations in connection with its performance under this contract.

Offeror further agrees that in the performance of the contract, it will comply with all laws, regulations, rules and policies that may apply to public education in general and the operation of the SCCPSS in particular.

**Obligation of Offeror:**

By submitting a bid, the bidder covenants and agrees that they are satisfied from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

**Contract Changes:**

By written notice to the Bidder, the SCCPSS may make changes, within the general scope of the contract, and in the goods or services to be provided.

**Insurance Requirements:**

All offerors shall provide documentation of Worker's Compensation and Liability Insurance as specified by attachment 'B' of this document, along with proposal response.

**Indemnity /Hold harmless:**

Successful offeror shall, at all times, fully indemnify, hold harmless, and defend SCCPSS and its officers, members, agents, and employees from an against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Offeror and its employees, or because of any act or omission, neglect or misconduct of the Offeror, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting SCCPSS, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

Successful offeror shall likewise be liable for the cost, fees and expenses incurred in SCCPSS' or the offerors defense of any such claims, actions, or suits.

Successful offeror shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

**Damaged Equipment:**

If a Offeror destroys or damages any District equipment they will be responsible for either replacing it with a certified like model, in the same condition, or to replace it with new equipment.

**Taxes:**

Nothing in these Specifications shall be construed as relieving the Offeror of his responsibilities in paying all applicable taxes.

**Contract:**

It is the intent of the Board of Education that should this request for Proposal be accepted and awarded, the Request for Proposal and the purchase order will become the contract. Notification of the Request for Proposal and the purchase order will be made by letter after approval by the Board of Education.

**Damages:**

The Offeror shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of the contract.

**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 proposer, 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 vendor 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 proposer 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  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  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.**