



*Savannah-Chatham County Public School System*

208 Bull Street / Savannah, Georgia 31401 / (912) 395-5600

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for **Balanced Literacy Implementation**. 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 **7/27/2017 11:00:00 AM**, at which time they will be publicly opened and a list of offerors registered. If offeror is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Offerors are to clearly mark the outside of your envelope with "No Response".

Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be not be accepted. 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. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. **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 and will be returned unopened to the offeror.**


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 a sealed envelope with the proposal name, and the closing date and time clearly marked on the outside. If proposal materials require additional envelopes, then all mailing articles must be combined together and marked as described above. 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 firm's current business license and certificate of insurance. Offerors shall file all documents necessary to support their proposal and include them with their submission.

If you have any questions concerning this proposal, please submit them in writing to **Joan Carter, CPPB** at the address above or fax them to (912) 201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

  
Sabrina Scales, CPPB  
Purchasing Director

Mission - To ignite a passion for learning and teaching at high levels.  
Vision - From school to the world: All students prepared for productive futures

"AN EQUAL OPPORTUNITY EMPLOYER"

## REQUEST FOR PROPOSAL # 18-02 Balanced Literacy Implementation

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 **Balanced Literacy Implementation** as specified in this Request for Proposal (RFP). The successful offeror(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.

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.

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

1. **Purchase Order Number**
2. **RFP Number**
3. **Serial Number (as applicable)**
4. **Part Number/Description/Nomenclature**
5. **Quantity Ordered**
6. **Quantity Shipped**
7. **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.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education  
Attention: 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: Joan Carter Purchasing Agent  
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, **5:00 PM, Monday, July 17, 2017**. 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 before the seventy-two (72) hours prior to the date and time set

for opening proposals

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, please complete and return the Certification Form and the No Bid Statement Form included in this *package*. Offerors are to clearly mark the outside of your envelope with "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 at any time before a final contract is awarded that is Offeror not in a position to perform to perform the solicited services in a manner that is in the best interest of the District.

**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***

To the maximum extent permitted by Georgia law, the Offeror shall indemnify and hold harmless the District, its Board Members, officers and employees (collectively the "Indemnitees") from any and all claims, liabilities, damages, losses and costs, including, but not limited to, the District's reasonable attorneys' fees and expenses incurred in the defense thereof, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Offeror or anyone employed or utilized by the Offeror in the performance of this Agreement. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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 the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises (LMWBE) who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs.

The Board expects that prime contractors on district construction projects make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

All Offerors 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 to:

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 District reserves the right to reject all Proposals or any Proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any Offeror, to cancel this RFP, and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award the contract as a result of this RFP.

A contract, if any is awarded, will be awarded by means of the process described in this paragraph and in Attachment "A" using the evaluation criteria in Attachment "A."

Proposals received after the time and date for submittal stipulated herein this RFP will not be opened, reviewed, or considered. Proposed services, cost, and other factors, must be met to the satisfaction of the District in order for a Proposal to be considered responsive.

The Purchasing Department will review the submitted Proposals to determine whether they are responsive and meet the formatting required by this RFP.

A Selection Committee assembled by the Purchasing Department will then review and evaluate all Proposals submitted in response to this RFP using the evaluation criteria set forth in Attachment A below. After evaluating Offerors using these criteria, the Selection Committee will create a short list of Offerors found to be reasonably susceptible of being selected for award and rank them in order of preference based on the evaluation criteria set forth below. After this initial ranking, the District may proceed to attempt to negotiate a contract with one of the Offeror's, beginning with the highest-ranked offeror as set forth below. In the alternative, the District may request that all of the Offerors reasonably susceptible for award provide additional materials or participate in interviews. If additional information or interviews are requested, then the short-listed Offeror's will be re-evaluated and re-ranked using criteria presented to the Offerors before additional information is requested or interviews occur. The District will then proceed to negotiate a contract with one of the Offeror's, beginning with the highest-ranked offeror as set forth below.

Once the District decides that it is ready to attempt to negotiate a contract with one of the Offerors, the highest-ranked firm will be asked to meet with the Superintendent or the Superintendent's designee to negotiate a proposed contract for the project, including, but not limited to, provisions regarding the fee for the project, to be presented to the Board of Education for approval. In the event that the Superintendent or the Superintendent's designee cannot reach a consensus with respect to a proposed contract with the highest-ranked firm, the second highest-ranked firm will be asked to meet with the Superintendent or the Superintendent's designee to finalize a proposed contract. If a proposed contract cannot be reached with the second highest-ranked firm, this process will continue with the next firm on the list until an agreement with respect to a proposed contract is reached.

Once a final proposed contract has been reached between the Superintendent or the Superintendent's designee and the Finalist Offeror, the Finalist Offeror will be presented to the School Board with a recommendation for appointment to the specific project and approval of the contract. The Board of Education has discretion to accept the recommendation or reject it.

**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 a sealed envelope, which is plainly marked with the RFP number and title, and date and time of proposal closing. If proposal materials require additional envelopes, then all mailing articles must be combined together and marked as described above.
- \* 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. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. 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 one hundred twenty (120) 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 copies of submitted proposal containing all pertinent documentation. The number of copies required shall be as stated in Attachment "A". 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 RFP # 18-02 Balanced Literacy Implementation 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 Offeror 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 **twelve (12) months** 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.

### IV. RFP Forms and Attachments A, B, and C.

The Savannah-Chatham County Public School System (SCCPSS) RFP Forms listed below are a part of this RFP. In order for a Proposal to be considered responsive, Forms 1 through 7 must be fully completed, executed, and submitted as a part of the Statement. Failure to submit and execute the forms will render a Statement non-responsive.

Attachment A is also part of this RFP and contains important information regarding the specifications for the goods and services requested and the expected terms of performance. Any provision in Attachment A that is different from these general instructions takes priority.

Attachment B is also part of this RFP and contains important insurance information.

Attachment C is also part of this RFP provides information on the L/WMBE policies and requests information to be submitted with Offeror's Proposal.



**BOARD OF PUBLIC EDUCATION  
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM  
RFP # 18-02 Balanced Literacy Implementation**

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 Offeror, have read the instructions to Offeror 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*

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.

- |   |  |
|---|--|
| <input type="checkbox"/> Local            | <input type="checkbox"/> Woman           |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Hispanic        |
| <input type="checkbox"/> Asian-American   | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Majority         | <input type="checkbox"/> Non-Local       |

**HOW DID YOU HEAR ABOUT THIS ITB? (This information is for statistical use only.)**

- |  |  |
|--|--|
| <input type="checkbox"/> City of Savannah, Dept. of Economic Development | <input type="checkbox"/> The Herald Legal Ad           |
| <input type="checkbox"/> Received Request by Mail                        | <input type="checkbox"/> The Savannah Tribune Legal Ad |
| <input type="checkbox"/> Visiting the Purchasing Office                  | <input type="checkbox"/> Savannah News Press Legal Ad  |
| <input type="checkbox"/> Other: _____                                    |  |

\_\_\_\_\_  
Name, Title Authorized Signature Date \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

**SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM- PURCHASING DEPARTMENT  
NO BID STATEMENT**

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

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

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

**VENDOR STATEMENT:**

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

- Prime Contractor       Sub-Contractor       Supplier/Distributor

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature/Title

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

\_\_\_\_\_  
Telephone Number

**SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT**  
Telephone (912) 395-5572      Fax (912) 201-7648

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

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
4. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
5. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
6. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
7. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

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

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 (name of public employer) 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\_\_\_\_\_  
*Date*

in \_\_\_\_\_, and \_\_\_\_\_  
*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 REPUBLIC*

\_\_\_\_\_  
*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\_\_\_\_\_  
*Date*

in \_\_\_\_\_, and \_\_\_\_\_  
*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 REPUBLIC*

\_\_\_\_\_  
*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 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\_\_\_\_\_  
*Date*

in \_\_\_\_\_, and \_\_\_\_\_  
*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 REPUBLIC*

\_\_\_\_\_  
*My Commission Expires*

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

**DISCLOSURE OF RESPONSIBILITY STATEMENT**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. 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, \_\_\_\_\_, of \_\_\_\_\_  
*Name of Individual Title & Authority* *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.

**ATTACHMENT "A" SPECIFICATIONS**  
**RFP# 18-02 Balanced Literacy Implementation**

**The project specifications listed in this section supersede any contradictory references made in the General Terms and Conditions of this solicitation package.**

**1. GENERAL INTENT**

The intent of these specifications is to set forth a contract under which the Savannah-Chatham County Public School System (SCCPSS) may implement a Balanced Literacy Program as described in the Scope of Work

**2. "CONE OF SILENCE" REQUIREMENTS**

A "Cone of Silence" is imposed upon this Request for Proposals (RFP) after advertising, and terminates at the time the Board of Education awards a contract. The Cone of Silence prohibits any communications by written, oral, or electronic form by, or on behalf of, a prospective Offeror for this solicitation, including any persons affiliated with or in any way related to a prospective Offeror, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the bid, program managers, or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular vendor or vendors and to prevent prospective Offerors from circumventing the process for selection set forth in this RFP.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing's designees, at pre-proposal conferences, site visits (as applicable), presentations before selection committees, or contract negotiations with Offerors selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid packet itself, (2) requests for interpretation, requests for material substitutions, protests, or similar inquiries to the purchasing department, (3) documents circulated at oral presentations before selection committees, or (4) documents circulated in connection with contract negotiations with the Offeror(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing's designees. The Cone of Silence does not apply to presentations allowed by Board policy or to the Board of Education at a duly called public meeting.

In addition to any other penalties provided by law, violation of the Cone of Silence by any prospective Offeror may result in the rejection of the prospective Offeror's bid response and disqualify the prospective Offeror from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District's Purchasing Department.

**3. GRATUITY PROHIBITION**

The successful Offeror shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this proposal.

**4. AUTHORITY**

Each party warrants that such party has full power and 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.

**5. BACKGROUND INFORMATION**

The SCCPSS philosophy of teaching literacy is based on the guiding principles for best literacy practices and embraces a comprehensive balanced literacy framework that establishes a solid foundation for reading, writing, and word knowledge. By incorporation the Georgia Standards of Excellence, the National Reading Panel's five key areas of reading, and current research, the Balanced Literacy Model guides and extends literacy learning.

**6. SCOPE OF WORK**

All aspects of literacy are taught through the deliberate implementation of the SCCPSS Balanced Literacy Model, which contains three key components (1) reading workshop, (2) writing workshop, and (3) words workshop with integrations across content areas.

The ultimate goal of our literacy instruction is to develop independent, strategic readers, writers, thinkers, and communicators.



In seeking digital reading (curriculum) that offers differentiated learning paths for students, the focus is on securing a resource that provides explicit, systematic, adaptive learning on foundational reading skills, providing scaffolded support and then advancing them to higher levels when they demonstrate proficiency. The ultimate outcome from utilization of a digital resource is to help prioritize the allocation of time, intensity, and resources, maximizing instructional effectiveness for differentiation.

SCCPSS is seeking a product that will engage and motivate students while helping them master foundational reading skills. Individualized learning pathways identified for students should be adaptive based on students' performance and should provide automatic feedback and scaffolded instruction. Additionally, a comprehensive reporting tool for teachers and administrators is required to track student proficiency and progress as required by the GaDOE Tiered System of Supports.

This service or product is designed for the following:

### **Reading or Writing**

#### **Targeted grade band:**

1. Describe the skills or components of developing literacy being targeted by the product.
2. Describe the professional development approach, specifically how would you support a trainer of trainer model for implementing Structured Independent Reading on all school campuses K-5.
3. Review the Georgia Standards of Excellence and the Language Arts Frameworks and explain how the product supports and/or supplements core instruction.
4. What research supports the effectiveness of the product? Please submit third party research studies, if available.
5. What is it about the product that connects with student's lives, provides meaningful literacy experiences in the target language, and motivates students to read or write?

#### **Performance Measurements:**

1. A quantifiable indicator used to assess how well the program is achieving its desired objectives.
2. How performance measure will be tracked (surveys, test scores, logs, etc.)
3. Level Literacy Assessment Tool provided at the beginning of the program and end of the program.
4. Give parents/caregivers the skills and resources to help boost their child's literacy.
5. Support students by providing fun, research based language and literacy activities during the summer months.
6. Technology resources.
7. Support for literacy implementation.

## **7.0 SUBMITTALS AND ATTACHMENTS**

### **A. FORMATTING REQUIREMENTS:**

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

- Submitted on 8 ½" 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 Request For Proposal 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 complete a 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 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.

## **B. CONTENT AND STRUCTURE OF PROPOSALS**

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 (Not Scored)**  
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. 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.
2. **K-12 EXPERIENCE AND REFERENCE (POINTS = 10)**  
Provide a minimum of three (3) Georgia K-12 Districts of similar size who currently employ your Balanced Literacy Program and/or products. Information provided should include complete name and title, telephone number, fax number, and email address for the individual who implemented the program. The District will send a questionnaire to the person list for a written recommendation. Please ensure those individuals listed are available and willing to provide a written statement.
3. **PROPOSED CURRICULUM (POINTS = 20)**  
Ability to provide curriculum that meets the Scope of Requirements as outlined in the solicitation, to include defining how the curriculum meets the Georgia Standards of Excellence and Language Arts Frameworks. Provide third party research studies, if available, or other documentation which supports the effectiveness of the proposed program.
4. **REPORTING CAPABILITIES (POINTS = 20)**  
Explain in detail the reporting capabilities to show how the curriculum tracks student progress as required by the GaDOE Tiered System.
5. **IMPLEMENTATION PLAN (POINTS = 20)**  
Offeror must provide a proposed implementation schedule. Schedule shall detail proposed professional development for implementing the program, timeline for delivery of any materials, and how on-going support will be provided to the District after initial implementation.
6. **COST (POINTS = 30) \*\*COST MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE\*\*  
ENVELOPE SHALL BE MARKED "COST PROPOSAL"**  
Clearly outline the total cost for implementing the program. All cost stated shall be firm for the implementation period of one (1) year, beginning with contract execution.

## **8. BASIS OF CONTRACT AWARD**

The District reserves the right to reject all Proposals or any Proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any Offeror, to cancel this RFP, and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award the contract as a result of this RFP.

A contract, if any is awarded, will be awarded by means of the process described in this paragraph.

Proposals received after the time and date for submittal stipulated herein this RFP will not be opened, reviewed, or considered. Proposed services, cost, and other factors, must be met to the satisfaction of the District in order for a Proposal to be considered responsive.

The Purchasing Department will review the submitted Proposals to determine whether they are responsive and meet the formatting required by this RFP.

A Selection Committee assembled by the Purchasing Department will then review and evaluate all Proposals submitted in response to this RFP using the evaluation criteria set forth below. After evaluating Offerors using these criteria, the Selection Committee will create a short list of Offerors found to be reasonably susceptible of being selected for award and rank them in order of preference based on the evaluation criteria set forth below. After this initial ranking, the District may proceed to attempt to negotiate a contract with one of the Offeror's, beginning with the highest-ranked offeror as set forth below. In the alternative, the District may request that all of the Offerors reasonably susceptible for award provide additional materials or participate in interviews. If additional information or interviews are requested, then the short-listed Offeror's will be re-evaluated and re-ranked using criteria presented to the Offerors before additional information is requested or interviews occur. The District will then proceed to negotiate a contract with one of the Offeror's, beginning with the highest-ranked offeror as set forth below.

Once the District decides that it is ready to attempt to negotiate a contract with one of the Offerors, the highest-ranked firm will be asked to meet with the Superintendent or the Superintendent's designee to negotiate a proposed contract for the project, including, but not limited to, provisions regarding the fee for the project, to be presented to the Board of Education for approval. In the event that the Superintendent or the Superintendent's designee cannot reach a consensus with respect to a proposed contract with the highest-ranked firm, the second highest-ranked firm will be asked to meet with the Superintendent or the Superintendent's designee to finalize a proposed contract. If a proposed contract cannot be reached with the second highest-ranked firm, this process will continue with the next firm on the list until an agreement with respect to a proposed contract is reached.

Once a final proposed contract has been reached between the Superintendent or the Superintendent's designee and the Finalist Offeror, the Finalist Offeror will be presented to the School Board with a recommendation for appointment to the specific project and approval of the contract. The Board of Education has discretion to accept the recommendation or reject it.

## **9. EVALUATION CRITERIA**

The Board will initially evaluate proposals using the following criteria. As explained above, the Board may determine that additional information or interviews are needed to help further differentiate offerors after the initial evaluations of proposals. If such additional information or interviews are requested, different or additional evaluation criteria may be used to re-evaluate short-listed Offerors determined to be reasonably susceptible for award. These short-listed Offerors will be notified of any different or additional criteria before additional submissions are due or interviews are held.

### **1. EXECUTIVE SUMMARY (Not Scored)**

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. 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.

### **2. K-12 EXPERIENCE AND REFERENCE (POINTS = 10)**

Provide a minimum of three (3) Georgia K-12 Districts of similar size who currently employ your Balanced Literacy Program and/or products. Information provided should include complete name and title, telephone number, fax number, and email address for the individual who implemented the program. The District will send a questionnaire to the person list for a written recommendation. Please ensure those individuals listed are available and willing to provide a written statement.

### **3. PROPOSED CURRICULUM (POINTS = 20)**

Ability to provide curriculum that meets the Scope of Requirements as outlined in the solicitation, to include defining how the curriculum meets the Georgia Standards of Excellence and Language Arts Frameworks. Provide third party research studies, if available, or other documentation which supports the effectiveness of the proposed program.

### **4. REPORTING CAPABILITIES (POINTS = 20)**

Explain in detail the reporting capabilities to show how the curriculum tracks student progress as required by the GaDOE Tiered System.

### **5. IMPLEMENTATION PLAN (POINTS = 20)**

Offeror must provide a proposed implementation schedule. Schedule shall detail proposed professional development for implementing the program, timeline for delivery of any materials, and how on-going support will be provided to the District after initial implementation.

**6. COST (POINTS = 30) \*\*COST MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE\*\* ENVELOPE SHALL BE MARKED "COST PROPOSAL"**

Clearly outline the total cost for implementing the program. All cost stated shall be firm for the implementation period of one (1) year, beginning with contract execution.

1. K-12 Experience and Reference	10 points
2. Proposed Curriculum	20 points
3. Reporting Capabilities	20 points
4. Implementation Points	20 points
5. Cost	30 points
<b>TOTAL POINTS ALLOWED</b>	<b>100 points</b>

**10. CONTRACT CHANGES**

By written notice to the contractor, SCCPSS may make changes, within the general scope of the contract.

**11. ASSIGNMENT OF CONTRACT**

The contract shall not be assignable by the Offeror in whole or in part without the written consent of the Savannah-Chatham County Public School System.

**12. SAMPLES**

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

**13. PERFORMANCE PERIOD**

If awarded, this proposal will establish a contract to be put in place and remain open for a period of one (1) year beginning with contract execution.

**14. SUPPORT AND TRAINING**

Offeror must provide a proposed training plan. Include type of delivery and materials provided. Offeror must provide a proposed support plan that covers hours and days of support service, who can call, type of support and any restrictions.

**15. DEMONSTRATION/TRAINING**

Successful Offeror may be called upon to provide in-house training to Board personnel to demonstrate the most cost effective use of their products. Demonstrations and training shall be provided by the successful Offeror at no cost to the district.

**16. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID**

If a Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addenda and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System's Purchasing Department. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the Offeror(s).

**17. REQUEST FOR INTERPRETATION**

Interested Offerors may contact the District to obtain clarification of the bid. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648 no later than **5:00 PM, Monday, July 17, 2017..** No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Offerors by written addendum to all Offerors who requested the bid. **No questions will be answered by telephone or emails.**

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 Invitation to Bid 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 "Divisions>Finance>Purchasing Department>Active Bids & RFPs", click on Bid Name to view the solicitation document. Click Supporting Docs to view additional information.

## **18. PROTESTS**

Any Offeror/contractor who wishes to protest the handling or fairness of the solicitation shall express their concerns in writing to the Director of Purchasing within five (5) working days of the matter being protested. The formal written protest shall state with particularity the facts and law upon which the protest is based. The Letter of Protest shall be taken under consideration by the Chief Financial Officer and the District's Superintendent. The protesting Offeror shall be notified within ten (10) business days the result of such consideration.

## **19 RIGHTS OF REJECTION**

The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid at any time before the Board of Education awards a contract for any reason.

## **20.0 CONFIDENTIALITY AND OWNERSHIP**

All data, student information, school information, data from field tests, and assessment instrument series shall be strictly confidential and shall be the property of the SCCPSS. Assessment tasks/items developed by or for the SCCPSS shall also be strictly confidential and considered the property of SCCPSS unless otherwise agreed to in a written agreement. The Offeror will maintain ownership of the items that been previously developed by and are copyright of the Offeror.

The Offeror may not communicate or transfer said data, student information, school information, assessment materials, data from field tests, and assessment instrument series, in whole or in part, to any third party without the express written consent of the SCCPSS or its designee. In the event said written consent shall be granted by the SCCPSS or a designee, the Offeror shall comply with all requirements of law respecting confidentiality of student records.

## **21.0 GEORGIA OPEN RECORDS ACT**

All documents submitted as part of the Offeror's proposal will be deemed confidential during the evaluation process. Offeror proposals will not be available for review by anyone other than the SCCPSS Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Offeror's information to a competing Offeror prior to award of the contract. The Savannah-Chatham County Public School System is a *public* agency as defined by state law, and as such, it is subject to the Georgia Open Records Act section 50-18-70. Under the law, all the SCCPSS' records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Offeror(s) are advised that once a proposal is received by the SCCPSS and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Offeror(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If an Offeror feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Offeror(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Offeror's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record", and briefly stating the reasons that each document meets the said definitions.

## **22. 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.

### **23. INDEMNIFICATION**

Offeror (Contractor) hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the "SCCPSS," the "District, or the "Owner"), the Board of Education for the City of Savannah and the County of Chatham (the "Board of Education"), and any Program Manager serving as the Owner's representative for a project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent they are caused by the Offeror (Contractor), its agents, employees or others working at the direction of Offeror (Contractor) or on its behalf., or due to any breach of a contract resulting from this RFP by the Offeror (Contractor), or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Offeror (Contractor). This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for loses or injuries or damages caused solely by the negligence of the Indemnitees.

Suits or Claims for Infringement. The Offeror (Contractor) shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

### **24. INSURANCE REQUIREMENTS**

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractors bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

- a. *Commercial General Liability*- 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.
- b. *Automobile Liability*-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- c. *Worker's Compensation Insurance*- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq..
- d. *Umbrella Liability*- Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

Upon notification of award the successful Offeror will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted bid. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

### **25. E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION**

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual.

Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

## **26. LITIGATION HISTORY**

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

## **27. COMPLIANCE WITH LAWS**

Offeror will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

## **28. CONTROLLING LAW AND VENUE**

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, irrespective of any of Georgia's choice of law rules that might otherwise result in the application of the law of another jurisdiction.

Contractor agrees that any claims arising out of this solicitation or any resulting contract be brought in a state court of competent subject matter jurisdiction located in Chatham County, Georgia, or a federal Court of competent subject matter jurisdiction located in the Southern District of Georgia. Contractor consents to personal jurisdiction in any such court and agrees to waive in advance the defenses of lack of personal jurisdiction or improper venue in any such courts.

## **29.0 OWNER'S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT**

In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold the successful bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the successful bidder(s) shall fail to fulfil in a timely and proper manner their obligations under this contract, or if the successful bidder violates any of the covenants, agreements, or stipulations of this contract, the District 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 successful bidder shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the successful bidder. The District may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to the District from the vendor is determined.

## **30.0 OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE**

The District 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 the District. Any Notice of Termination shall be issued in writing to the successful bidder at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, successful bidder 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 successful bidder 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 service.

**ATTACHMENT "B" INSURANCE REQUIREMENTS**  
**RFP# 18-02 Balanced Literacy Implementation**

Before performing any work on the awarded contract, the successful Offeror 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 Offeror shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful Offeror 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 additional insured under awarded Offeror's insurance policy for the duration of this contract.**



**ATTACHMENT "C" LMWBE BUSINESS PARTICIPATION PROGRAM  
RFP# 18-02 Balanced Literacy Implementation**

It is the policy of the Board of Public Education ("owner") that LMWBE's shall have the maximum opportunity to participate in school board projects. The Offeror 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 Offeror 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 Offeror 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 Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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

1. Proposed schedule of LMWBE participation (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 Offeror 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.

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

Savannah Entrepreneurial Center  
801 E. Gwinnett Street  
Savannah, GA 31401  
Phone: (912) 652-3582

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 OFFEROR/PROPOSER: \_\_\_\_\_ BID #: 18-02 Balanced  
Literacy Implementation

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*

**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 Offeror will include, but not limited to, the following:

<p>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please explain:</p>
<p>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>Communicating with the Savannah Entrepreneurial Center to assist with identifying available qualified LMWBEs.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No If no, which agencies were used to identify potential LMWBE Subcontractors?</p>
<p>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>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.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</p>	<p>Please explain efforts:</p>

**ATTACHMENT "C" – Exhibit #3  
JOINT-VENTURE DISCLOSURE STATEMENT**

NAME OF OFFEROR/PROPOSER: \_\_\_\_\_ BID #: 18-02 Balanced Literacy Implementation

If the prime Offeror 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 #: 18-02 Balanced Literacy Implementation

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

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

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

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUB-CONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

CUMULATIVE LMWBE MONTHLY REPORT: \$ \_\_\_\_\_

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:**

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