



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 **Banking 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, March 3, 2011** 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.**

All bidders are encouraged to attend a pre-bid conference on Tuesday, 02/15/2011 at 02:00:00 PM in 208 Bull Street, Room 103.

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 **Vanessa M. Kaigler** 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 #11-58

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 **Banking 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.: Vanessa M. Kaigler
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, **04:00:00 PM on February 17, 2011**. 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 February 23, 2011**.

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 **Banking 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 **11-58** 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 #11-58

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

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.

PROPOSER SUBMITTAL FORM

RFP #11-58

ECONOMY OF PROPOSAL

Proposals should be prepared simply and economically, providing straightforward and concise description of the proposers' capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Offerors shall submit one (1) original (unbound) document and four (4) copies response. In addition, a CD-Rom containing the response shall be submitted.

RESPONSIBILITIES OF THE FIRM

A. The Firm shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Firm shall perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.

B. Neither the District's review, approval or acceptance of, nor payment for, any of the services required under the contract shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of this contract, and the Firm shall be liable to the District in accordance with applicable law for all damages to the District caused by the Firm's negligent performance of any of the services furnished under the contract.

C. The rights of the District provided for under this contract are in addition to any rights and remedies provided by law.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section shall be clearly labeled, with pages numbered and separated by tabs. Failure by an Offeror to include all listed items may result in the rejection of its proposal.

TAB 1, MANAGEMENT SUMMARY (COVER LETTER)

This letter shall be a brief formal letter from the offeror that provides information regarding the firm and its ability to perform the requirements of this RFP. The letter must be signed by a person who is authorized to commit the Offeror's organization to perform the work included in the proposal, and shall identify all materials and enclosures being forwarded in response to the RFP.

TAB 2, BUSINESS PLAN

Describe in detail how the service will be provided. Present the details of the approach you propose to provide the equipment, systems and services requested by this RFP. Identify and include specifications on the hardware and software you intend to use, including warranties.

TAB 3, COMPENSATION AND COST DATA

Provide a detailed breakdown of all charges, and a proposed time line for payment. (This specific tab shall be sealed and clearly marked - COST DATA).

TAB 4, ASSURANCE OF PERFORMANCE COMMITMENTS

If you propose a compensation plan based in whole or in part on level of effort, you must provide assurance satisfactory to the District that its interests will be fully protected if the Offeror, as Contractor, fails to fulfill the performance outcomes required. District shall be the sole determiner of the acceptability of the assurance that you provide. Potentially acceptable forms of assurance include but are not limited to 1) a performance bond executed by a surety company with a Best Rating of A-X or better and licensed to issue bonds in the State of Georgia, 2) a certified check payable to Savannah-Chatham County Public School System, or 3) an escrow account payable to SCCPSS. State the form of assurance in this Tab. If your proposed compensation is based solely and directly on the complete or incremental attainment of the commitment or guarantee, a performance assurance is not required unless specifically requested in the RFP.

TAB 5, CORPORATE EXPERIENCE AND CAPACITY

Provide information that documents your firms' and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

TAB 6, KEY PERSONNEL

Attach resumes of all members of the Offeror's team that are to provide services on this contract.

TAB 7, CUSTOMER LISTINGS

Provide a listing of all customers during the past three years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

Client name, address, and current telephone number
Description of services provided
Time period of the project or contract
Client's contact reference name and current telephone number

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal, or cancellation of the contract and your suspension or debarment from further business with SCCPSS.

TAB 8, COMMITTED LEVEL OF SMALL BUSINESS PARTICIPATION

State as a percentage of the total requested fee or total dollar amount the minimum amount of bona fide small business participation to which your firm shall commit itself contractually if awarded this contract. If your firm qualifies as a small business under Georgia's standards, the percentage of the total services that your firm shall complete with its own work forces shall be included in the total percentage for small business participation. Record this commitment on the Proposed Schedule of M/FBE Participation attached as Exhibit 1, Attachment C .

TAB 9, ACCEPTANCE OF CONDITIONS

Indicate any exceptions to the general terms and conditions of the RFP, insurance requirements, and the proposed Contract attached.

TAB 10, AFFIDAVITS

Complete, Sign, and Notarize the Certification Form, Disclosure of Responsibility Form and Contracting Affidavit and Agreement. These documents must be properly executed and submitted with each proposal.

ATTACHMENT "A"

SPECIFICATIONS

RFP #11-58

Banking 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.

INTENT

The intent of this Request for Proposal ("RFP") is to select one (1) Bank to provide specified banking and investment services for The Savannah-Chatham County Public School System, herein after referred to as the District. The basic services would require one (1) master account and other accounts as outlined in this RFP. The Savannah-Chatham County Public School System (the "District") requests that all qualified financial institutions ("Bank"), as described below, submit proposals to provide the District with "**Banking Services**" as specified in this document. The banking institution offering the highest quality services and the maximum yield to the district shall be considered for award.

The District is under no obligation to Contract for any services provided for in the RFP and the District also reserves the right to establish account(s) with other Banks as necessary to expedite the clearing of deposits. Declarations within this document regarding the volume of transactions are the District's best estimate, based on available information, and are intended to aid offerors in evaluation of the District's account. The District specifically does not represent that these estimates are minimum or maximum volumes.

PRE-PROPOSAL CONFERENCE: All offerors are urged to attend the Pre-proposal Conference on Tuesday, February 15, 2011, 2:00pm, 208 Bull Street, room 103.

PROJECTED TIMETABLE

The following projected timetable shall be used as a working guide for planning purposes. Metro reserves the right to adjust this timetable as required during the course of the RFP process.

Request for Proposal Issued January 31, 2011

Pre-proposal Conference February 15, 2011
Issue Amendment (If Necessary) February 23, 2011
Proposal Due In Purchasing March 3, 2011
Complete Evaluation of Proposals March 22, 2011
Contract Effective Date April 11, 2011

CLARIFICATION OF TERMS

Banking firms or institutions that submit a response for award of this contract are referred to as “offerors” in this document. The firm or institution that is awarded the contract is herein referred to as the “Firm.” The words Bidder, Offeror, Consultant, Proposer, and Contractor may be used interchangeably.

PROPOSER MINIMUM QUALIFICATIONS

To be eligible to respond to the RFP, a bank must meet the following minimum qualifications:

- Be a Federal or Georgia chartered bank with a principal Branch Office located within the City of Savannah area, capable of servicing the District's bank accounts as specified herein;
- Be a member of the Federal Reserve System;
- Must have adequate organization, facilities, equipment, and personnel to insure prompt and efficient service to the Savannah-Chatham County Public School System.

OWNERSHIP OF MATERIALS

Ownership of all material and documentation originated and prepared pursuant to the RFP shall belong exclusively to the District and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Firm in connection with a procurement transaction shall not be subject to disclosure under the Freedom of Information Act. However, the Firm must invoke the protections of this section prior to or upon submission of the data or other materials.

INQUIRIES

Interested offerors may contact the DISTRICT to get clarification of the proposal. All inquiries must be received no later than February 17, 2011. All questions should be directed to Vanessa M. Kaigler, Director, **in writing**, via fax at (912) 201-7648. 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 offerors by written addendum to all offerors who requested the RFP.

ADDENDUM

A. **No oral statements of any person shall modify or otherwise affect or interpret**

the meaning of the Specifications, or the terms, conditions, or other portions of the Contract Documents. All modifications and every request for any interpretation must be addressed to the Savannah-Chatham County Public School System, Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia 31401, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of proposals.

B. Any and all interpretations, corrections, revisions, and amendments shall be issued by the Purchasing Department to all holders of proposal documents in the form of written addenda. Proposers are cautioned that any oral statements made by any District employee that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.

C. All addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and shall become part of the Contract Documents and shall be acknowledged in the proposal form. Failure of any Proposer to receive any such addenda shall not relieve said Proposer from any obligation under his Proposal as submitted.

D. Proposers are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the District intends to issue an amendment reflecting an oral statement made by any employee, contact Vanessa M. Kaigler, Director of Purchasing via fax, at 912-201-7648 during normal business hours.

E. The Director of Purchasing, reserves the right to postpone the proposal opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

ACCEPTANCE OR REJECTION OF PROPOSALS

A. Unless otherwise specified, the contract shall be awarded to the most **RESPONSIBLE** and **RESPONSIVE** proposer complying with the provisions of the proposal documents, provided the proposal price is reasonable, does not exceed the funds available, and it is in the best interest of the District to accept it. The District reserves the right to reject the proposal of any proposer who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a proposal from an offeror who, investigation shows, is not in a position to perform the contract; or a proposal from any person, firm, or corporation which is in arrears or in default to the District for any debt or contract.

In determining a offerors's **RESPONSIBILITY**, the District may consider the following qualifications, in addition to price:

- (1) Ability, capacity, and skill to provide the commodities or services required within the specified time, including future

maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.

- (2) Character, integrity, reputation, experience and efficiency.
- (3) Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
- (4) Previous and existing compliance with laws and ordinances relating to contracts with the District and to the proposer's employment practices.
- (5) Evidence of adequate insurance to comply with contract terms and conditions.
- (6) Statement of current work load and capacity.
- (7) Explanation of methods to be used in fulfilling the contract.

The proposer, if requested, shall be prepared to supply evidence of his qualifications, listed above, and his capacity to perform the work; such evidence to be supplied within a specified time and to the satisfaction of the District.

In determining an offeror's **RESPONSIVENESS**, the District shall consider whether the proposal conforms in all material respects to the proposal documents. The District reserves the right to waive any irregularities that may be in its best interest to do so.

B. The District shall have the right to reject any and all proposals, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the proposals received, to reject a proposal not accompanied by required proposal security or other data required by the proposal documents, and to accept or reject any proposal which deviates from specifications when in the best interest of the District. Irrespective of any of the foregoing, the District shall have the right to award the Contract in its own best interests.

NOTICES TO OFFERORS

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of this solicitation and specifications. Failure to do so will not relieve the proposer of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the work to be performed, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

KEY PERSONNEL

The personnel named in the technical proposal shall remain responsible throughout the period of this contract. No replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Chief Financial Officer.

MINIMUM QUALIFICATIONS: Offerors must satisfactorily meet the following minimum qualifications for consideration:

- A. All offerors must be qualified public depositories.
- B. The financial institution must be a member of, or have direct access to the services provided by, the Federal Reserve System.
- C. The institution must have at least five (5) years of successful experience in providing the "Banking Services" as requested in this RFP.
- D. Background and other pertinent information will be reviewed to ensure that each proposer meets the minimum qualifications and General Instructions and Requirements specified in this Proposal.
- E. The selected Bank will be required to maintain these minimum qualifications during the full term of the Banking Services Contract.

CONTRACT PERIOD

The contract period shall be for a three (3) year period with an option to renew for one (1) additional year. The renewal option will allow a minimum price increase based on consideration of the local Consumer Price Index (CPI) increase for the first three years of the contract. Any price adjustments from the Federal Reserve Board of Atlanta or other appropriate regulatory agency will be handled separately.

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 offeror shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period.

In addition, if the current provider is not the successful offeror, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

SPECIFIC REQUIREMENTS:

A. The Master Fund account will be the focal point of cash management. The purpose of this account is to concentrate the cash balance on a daily basis. Deposits will be made to this account primarily from the central office. In addition fines for lost and damaged textbooks may be deposited from any school location. The annual coin and currency into the Master Account is approximately \$275,000. The District desires

deposit reconciliation on this account.

B. The Accounts Payable account will be a zero balance account used to issue payments to vendors.

C. The Payroll account will be a zero balance account used to issue payments to employees. All employees are paid on a semi-monthly basis. Approximately 4500 employees currently use direct deposit, while approximately 950 currently receive payroll checks.

D. The School Food Service account will be used to deposit cafeteria receipts. Daily deposits are made during the course of the school year, over approximately 180 work days. The annual coin and currently deposits into the School Food Service account has been approximately \$2,500,000. About half of the approximately 50 sites process night deposits while the other half process daytime deposits. Deposits are a combination of bills and rolled/loose coins. The District desires deposit reconciliation of these funds. Balances in this account are to be swept to the Master Fund account each day.

E. Other accounts (or sub-accounts) may be maintained separate from the Master Fund, Accounts, Payable, Payroll, and School Food Service accounts.

F. Georgia law (O.C.G.A. 45-8-12) requires the collateralization of public funds at 110%.

G. It is the intent of the District to actively manage its investments through the District's office. Additionally, the District seeks the opportunity to earn daily competitive interest rates on all overnight investment of the available balance in the Master Fund account through repurchase agreements or other investments meeting the requirements of Georgia law. Include definition of available balance, proposal for investment program, and calculation of interest rate (based on precisely defined benchmark). The District estimates that the balances available for overnight investment will range from \$10 million to \$20 million, averaging \$15 million daily.

H. Daily account balances must be available to the District by 9:00 a.m.

I. The District desires the capability to manage its balances and accounts by electronic means. This may be through the use of an Internet-based system with the following minimum capabilities: current and previous balance checking; check status inquiry; issue and cancel stop payments; supervisory inquiry on stop payments; request copy of cleared check; issue and approve wire transfers; control security for multiple users; online statements.

J. Regularly-recurring transfers are made via wire or Automated Clearing House (ACH) as follows: federal tax, Georgia state tax, Georgia State Merit Health, Teacher Retirement System, Employee Retirement System, Public School Employee Retirement System, Residential Treatment Facility, and VALIC. This listing is not to be considered all-inclusive.

K. Per item charges will remain fixed over the three year life of the initial contract unless the bank presents evidence of increase in charges by the Federal Reserve Bank of Atlanta, or other equivalent external source acceptable to the District's staff.

L. Proposals should not include the cost of printed checks. The District will secure these at District expense through its purchasing process.

M. The District requires the second deposit of insufficient fund checks.

N. The District desires the selected bank to provide deposit slips at cost.

O. The District requires a monthly statement for all accounts, including transactions through the last business day of the month, no later than the tenth calendar of the

following month.

P. The District may require safekeeping services for securities purchased from the selected bank. (The District will make individual arrangements for investments purchased elsewhere.)

Q. The District may request other services during the course of the contract. It is the District's intent to pay for such services at a rate not to exceed the established rate for business customers.

DEFAULT

The contract may be cancelled or annulled by the District in whole or in part by written notice of default to the Firm upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, any violation of federal, state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated offeror, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Firm (or his surety) shall be liable to the District for cost to the District in excess of the defaulted contract price.

COLLUSION/FINANCIAL BENEFIT

A. The offeror certifies that his/her proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

B. Upon signing the proposal, Offeror certifies that no member of the governing body of the Savannah-Chatham County Board of Public Education, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the District, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

INDEMNITY

A. The successful Firm agrees to indemnify, defend, and hold harmless the Savannah-Chatham County Public School System and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Firm's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

B. Firm further agrees to furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to Firm's own work or to

the work of other contractors for which he or his workers are responsible.

STATUS OF FIRM

The Firm shall be responsible to the District for acts and omissions of their employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract or other arrangement with the Firm.

It is understood that the relationship of Firm to the District shall be that of an "independent contractor." Nothing contained herein or indexable hereof shall be deemed or construed to (1) make the Firm the agent, servant, or employee of the District, or (2) create any partnership, joint venture, or other association between the District and the Firm.

APPLICABLE LAWS

Proposer/prospective Firm shall observe and comply with all applicable federal, state, and local laws and regulations in the performance of the work. This contract shall be construed and interpreted in accordance with the laws of the State of Georgia and all questions of performance hereunder shall be determined in accordance with such laws.

AUDIT

The Firm agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited. The District, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

SUSPENSION OR TERMINATION FOR CONVENIENCE

A. The District shall have the right, at any time by written notice, for its convenience, to suspend the work for such time as may be determined by the District to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.

B. The District shall have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.

C. Any notice issued pursuant to Sections A and/or B above shall state the extent and effective date of such notice, except as otherwise directed, the Firm shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated.

D. The Firm, within thirty (30) days of the Notice of Termination, shall submit a final invoice reflecting services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the District.

E. In the event of a termination, pursuant to Section B above, the District shall pay the Firm's expenses verified by final invoice as set forth in Section D for the following:

(1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work;

(2) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.

F. The Firm shall not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

CONTRACT CHANGES

A. NO CLAIMS may be made by anyone that the scope of the project or that the Firm's services have been changed (requiring changes to the amount of compensation to the Firm or other adjustments to the Contract) **UNLESS** such changes or adjustments have been made by an approved **WRITTEN AMENDMENT (Change Order)** to the Contract signed by the Chief Financial Officer (and the Board, if required), prior to extra work being initiated. Extra work performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Firm. Payment will not be made by the District (Owner).

B. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any District employee, shall be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Chief Financial Officer (with Board approval, if required) shall be honored or valid.

C. During the initial period of the contract, or any extension thereof, the District reserves the right to restate and/or renegotiate with the bank (hereinafter referred to as the Contractor) such additions, deletions, or changes as may be necessitated by law, changed circumstances, or changes in banking technology of which the District may wish to avail itself. Additional services, if required, shall be at prevailing market rates and in proportion to existing fees.

D. If any change ordered in the work results in a reduction in the work, the Firm shall neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

E. Costs for any extension terms shall be subject to an adjustment only if increase or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI_U) as published by the Bureau of Labor Statistics, U.S. Department of labor, and shall not exceed five percent (5%) or the CPI, whichever is lesser. The yearly increase or decrease in the CPI shall be that latest Index published and available for the year then ended, prior to

the end of the contract year then in effect, as compared to the index for the comparable one year period.

Any requested adjustment shall be fully documented and submitted to the district at least ninety days (90) prior to the contract anniversary date. Any approved cost adjustments shall become effective on the effective date of the approved contract extension.

The District may, after examination, refuse to accept the adjusted costs if they are not properly documented, or are considered to be excessive, or if decreases are considered to be insufficient. In the event the District does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the District, the contract will be considered cancelled on the scheduled expiration date.

PROPOSAL EVALUATION PANEL AND EVALUATION FACTORS

A panel appointed by the District's Purchasing Director will evaluate proposals. Other agencies and consultants of the Government also may examine proposals. The factors to be considered in the evaluation of proposals are listed below.

Category Maximum Points

Background & Experience 10
Financial Stability 10
Number of Locations 10
Response to Specific Requirements 10
Cost 50
Annual Service Charges
Minimum Balance Required
Compensating Balance (not earning interest)
Interest Rate
Interest Base
Small/Minority/Female Business Efforts 10

COMMITTED LEVEL OF SMALL/MINORITY/FEMALE BUSINESS PARTICIPATION

State as a percentage of the total requested fee or total dollar amount the minimum amount of bona fide small business participation to which your firm shall commit itself contractually if awarded this contract. If your firm qualifies as a small business under District's standards, the percentage of the total services that your firm shall complete with its own work forces shall be included in the total percentage for small business participation. Record this commitment on the Proposed Schedule of M/FBE Participation Form attached as Exhibit 1.

EVALUATION OF PROPOSALS (PROCEDURE)

A. The District will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors shall exercise particular care in reviewing the Proposal Format required for this RFP.

B. The Evaluation Committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the Committee may recommend short-listing the proposals that are potentially acceptable and acceptable.

C. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, The District may request presentations by Offerors, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short-listed Offerors.

D. The District reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed Offeror.

E. The District reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

F. Receipt of a proposal by The District's Purchasing Department or a submission of a proposal to The District offers no rights upon the Offeror nor obligates The District in any manner.

The Purchasing District reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of The District. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded a contract.

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 SCCPSS 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 District'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.

NONPERFORMANCE

The District reserves the right to inspect all operations and to withhold payment for any work not performed or not performed in accordance with the specifications. Errors, omissions or mistakes in performance shall be corrected at no cost to the District. Failure to do so shall be cause for withholding of payment for that service. In addition, if

deficiencies are not corrected in a timely manner, the District may characterize the Firm as uncooperative, which may jeopardize future project order solicitations.

PAYMENT TO SUBCONTRACTORS

The Firm awarded the contract under this solicitation is hereby obligated:

A. To pay any subcontractor(s) within seven (7) days of the Firm's receipt of payment from the District for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

B. To notify the District and the subcontractor(s) in writing of the Firm's intention to withhold payment and the reason.

CONTRACT AWARD

A. A written award in the form of a Purchase Order or other contract document shall result in a binding Contract without further action by either party. If the accepted Proposer shall fail or refuse to sign and deliver this contract and the required surety bonds and insurance documentation, the District shall retain, as partial damages for such failure or refusal, the Proposal Security of such defaulting proposer. Contract shall be executed by the successful proposer within fifteen (15) working days of receipt of Contract.

B. Proposals and contracts issued by the Board of Education shall bind the Firm to applicable conditions and requirements herein set forth, unless otherwise specified in the proposal documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

C. The proposers personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of proposal to another firm.

D. The District reserves the right to engage in individual discussions and interviews with those proposers deemed fully qualified, responsible, suitable and professionally competent to provide the required services should the project size warrant it. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing firms shall not be disclosed to the public or to competitors. As a result of these discussions, the District reserves the right to request a "best and final" offer from the fully qualified proposers.

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.

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.

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

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.