



**an equal opportunity
employer**

Ladies and Gentlemen:

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

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Medical Supply Catalog Discount (Annual Contract)**. 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 **11:00:00 AM, November 21, 2012** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #13-23

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 **Medical Supply Catalog Discount (Annual Contract)** 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.: Margaret Disher, CPPB, Lead Buyer

208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will 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, **05:00:00 PM on November 6, 2012**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on November 8, 2012**.

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

The Board reserves the right to reject any and all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a proposal of any offeror as being unresponsive when such offeror cannot document its ability to deliver requested services or when investigation show 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 **Medical Supply Catalog Discount (Annual Contract)**.

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 **Medical Supply Catalog Discount (Annual Contract)**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

It is the policy of the Board that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Failure to list all proprietary sections of the submitted proposal shall relieve the Board from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

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

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

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

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

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

* Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **13-23** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

The offerors shall provide a **unit price for each item** on this RFP which will remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If

so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

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

B. Samples/Demonstrations

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

C. Warranty

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

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

RFP #13-23

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 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, _____,
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 #13-23

Please Note: The fee proposal form and Attachment A supersede any information stated in the General Terms and conditions of this solicitation document. Due to the large number of vendors listed in certain categories of the District's vendor list, not all vendors will necessarily be sent a notification each time a solicitation or Invitation to Bid is issued. The onus rests on the vendor to view the District website, www.sccpss.com frequently for a listing of solicitations.

1.0 SOURCE SELECTION METHOD: The competitive sealed proposal procurement process described herein will be conducted in a Two (2) Step Process: Step 1 (Total Possible Points 35) - Submission of Technical Proposals and Establishment of "Short List" of finalist firms, and Step 2. Submission of Sealed Fee Proposals and Best and Final Offers (Total Possible Points 65). All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a Technical Evaluation Review Committee. The District will not consider proposals from any firm or offeror who lacks accreditation or authorization to provide the supplies and services requested or who fails to meet the minimum qualification requirements.

2.0 FORMAT OF RESPONSES:

To be considered, proposers must submit a complete response to the RFP. The format provided below is not negotiable. To assure a uniform review process and obtain a maximum degree of comparability, each proposal shall include the following content and be presented in tabbed sections in the following order:

- A. Executive Summary/Cover Letter
- B. Business Profile
- C. Firm Experience and Capabilities
- D. Project Understanding and Methodology
- E. References
- F. Other relevant Facts/Information
- G. Required Schedules and Attachments
- H. Fee Proposal- One (1) original to be submitted with technical proposal, in the format requested on and on the form provided, sealed in a separate #10 envelope, and marked with RFP number and title. Fee Proposals not submitted in the format requested and on the form herein will be considered "non responsive". After initial review of all fee proposals, the District may request "Best and Final Offers".

*******EACH TECHNICAL PROPOSAL MUST BE SUBMITTED IN ONE (1) ORIGINAL, FIVE (5) COPIES, AND ONE (1) CD-Rom*****to:**

**Savannah-Chatham County Public School System
Attn: Sabrina L. Scales, CPPB, Interim Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401**

STEP 1- TECHNICAL PROPOSALS (Total Possible Points 35):

Executive Summary/Cover Letter (SECTION A): The Executive Summary/Cover Letter of the Proposal shall be limited to two (2) single spaced typewritten pages. The purpose of the Executive Summary/Cover

Letter is to introduce the company, including the corporate name, address, telephone number of the corporate headquarters and local office and to provide a brief description (summary) of the offerer's ability to meet the requirements of the RFP.

Business Profile (SECTION B): Describe in this Section, the business organization, who will serve as major project participants, and their respective roles:

- A. Business Organization: Provide a brief description of the firm, it's history, and a statement which describes the firm's experience in providing Medical Supply Catalog Discount Services.
- B. Business Information: State the full name, address, telephone number, fax number, and email address for the firm and/or subordinate firm that will perform or assist in performing the services described herein. State if the firm has operated under a different name within the past ten (10) years. If so, state the name that the firm previously operated under.
- C. Account Representation: Provide the name(s), title(s), address, phone number, fax number, and email address of the primary company representative(s) to be contacted regarding proposal response.
- D. Customer Service: Identify who will serve as the District's primary account representative and the name, address and phone number for whom all contract related correspondence will be forwarded. The Customer Service representative shall serve as the main point of contact in assisting the end user at each school site with product research, product issues, back order status, invoice discrepancies, problem resolution, contract discount price quotes, etc. Customer Service Representative information will be identified on the District's Intranet Site upon award of a contract.
- E. Service Center Location State the name, location, address, phone number, fax number, and email address of the Service Center that will be handling all Medical Supply services.
- F. Organizational Changes: State what changes have occurred in the firm over the past six (6) months in regard to staff, organizational structure, capitol, etc., and any reason for the changes. Also state any additional changes that the firm will implement over the next six (6) months.
- G. M/WBE Commitment: Describe your firm's commitment to M/WBE and local businesses. Identify if your company is Certified by another agency as a M/WBE and if so, what agency, and M/WBE Certification Classification (i.e. Local; Woman Owned; African-American, Asian-American, etc.)
- H. Agreement Terminations: Describe complete details of any contract that has not been renewed or has been terminated with your firm within the past five (5) years. State the reason(s) for the termination or non-renewal.

Experience and Capability (SECTION C): In this section, describe the firm's experience in providing Medical Supply Services and its capability to meet the District's goals. State the number of years experience in providing Medical Supply Services to organizations or entities of similar size, scope and type. Discuss your firm's qualifications and indicate the number of years that the firm has been providing Medical Supply Services, Include:

- A. Experience: Describe your firm's experience in providing Instructional Medical Supply Catalog Discount pricing and services to educational, government or municipal agencies (preferably within the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District.
- B. Client Base: Identify the size of you firm, the years firm has been in business, the size of your current customer/client base and the size of your sales/customer service staff.

- C. Vacations/Absences: Describe the process that will be utilized by your firm to assure that sufficient staffing levels are maintained so that scheduled vacations or unexpected illnesses do not interfere with the services to be provided under a resulting contract.
- D. Financial Capability: Provide documentation that will allow the District to determine that your firm has sufficient resources and the financial stability to perform the services requested. Approved documentation includes copies of the firm's Annual (audited) Financial Reports and/or irrevocable letters of credit. This information shall remain confidential and will not be made part of the public record.
- E. Client References: Provide a list of five (5) current or past K-12 Educational clients that your firm has provided Medical Supply Services within the past five (5) years. Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name, and the name, address, phone number, fax number, email address (if known) of the agency representative, the annual dollar volume with each client, and the ordering and delivery methods used with each. The District reserves the right to contact any reference provided.
- F. 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. If the issue(s) has been resolved, state the corrective action taken.
- G. Current Service Commitments/Responsibilities: State what existing contractual agreements that your firm currently has and identify the responsibilities and time (%) that each proposed team member (i.e. account representative, account managers, etc.) will need to dedicate to each of those agreements.

Project Understanding and Methodology (SECTION D): In this section, discuss (in summary form) the firm's understanding of the Scope of Services requested; any special techniques, procedures, software, or equipment that will be used or applied; expectations regarding the District's responsibilities and contributions; limitation in delivering the required services; etc. Describe how your firm will comply with specifications and the Scope of Service requirements; Include:

- A. Compliance with Specifications/Scope of Service Requirements: Describe how your firm will comply with the specifications and Scope of Service requirements emphasizing your firm's knowledge and experience in providing Medical Supply Catalog Discount Services to K-12 educational, municipal and/or governmental agencies.
- B. Ordering Process: Briefly describe ordering options available under a resulting contract. Specifically address:
 - Describe your companies online capabilities and provide examples of your online/catalog storefront. **Provide your web address and log-in instructions so this feature can be accessed by the District's Technical Evaluation Committee Team.**
 - Provide a flow chart which identifies your companies order flow process. Briefly describe the process used and provide examples of all the forms used to document the flow of a customer order from the date of order placement through the date of order payment and close-out.
 - Describe your firm's standard operating procedures (SOP) for the handling following processes: order confirmation, back orders, packing slips, invoicing, credits, etc.
 - Provide details which demonstrate your firm's knowledge of and experience with handling "Back to School" start-up orders. Provide details of your firm's Standard Operating Procedure for "Back to School" start-up orders and deliveries. Describe the differences between the procedure used by your firm for standard order placements and "Back to School" start up orders and deliveries.
 - Provide details which demonstrate your firm's knowledge of and experience with handling order placements for a "New School" or Facility Opening. Describe the differences between the procedure used for "New School" or Facility Opening order, and the

procedures used for "Back to School" start-up orders and standard order placement and deliveries.

C. Delivery of Goods: Describe the delivery method that is used and provide documentation which demonstrates and verifies your company's delivery capability. State the standard time for delivery of "non specialty" catalog orders (in days) from receipt of purchase order and identify the catalog items that are generally categorized as a "Specialty" items and not subject to a standard delivery period. Also identify the delivery time of "no-specialty" catalog orders for both Back to School start-up orders and New School or Facility Opening orders. Include letters of reference from other K-12 academic agencies of similar size which describe your delivery service history.

D. Return Policy, Incorrect Orders, Invoice Discrepancies, and Problem Resolution: Briefly describe your company's return policy and your firm standard operating procedure for handling incorrect orders, order discrepancies, duplicate orders, order returns, and problem resolution.

E. Deliverable/Implementation Schedule: Provide a detailed delivery/implementation schedule for the proposed services based on a contract award and/or projected "Notice to Proceed" date of 6 December 2012.

F. Exceptions: If there are any exceptions to the scope of service requirements on Attachment A. Please explain what they are and why they exist.

G. District Responsibilities: Describe in detail, what assistance will be required by District staff for your firm to comply with the Scope of Service requirements described herein to ensure an orderly contract transition.

H. Limitations to Services: Describe any limitations that your firm may have in providing the services requested herein.

I. Technology and Report Capabilities: Describe your firm's software, technology, and online ordering and report capabilities. Attach a sample of a "quarterly" agency sales report and/or samples of reports that will be available to and provided to the District under a resulting contract.

J. Additional Services: Describe any additional services that will be provided to the Savannah-Chatham County Public School System, at no additional cost, upon the award of a contract.

K. "Best Practices": Describe your firm's customer service standards, philosophy and guidelines and your interpretation of "Best Practices".

Other Relevant Facts/Information (SECTION E.):

In this section, provide the key reasons why you believe that your firm should be selected by the District to provide Medical Supply Catalog Discount Services. Emphasize qualities and traits that make the firm unique, or gives it special advantages over other proposing firms. Attach any supplemental documentation that you believe is relevant.

Schedules and Attachments (SECTION F.):

In addition to the instructions set forth in Section II, Item A of the RFP document, a provision for the following forms, certifications and licenses is required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

- A. Five (5) References of K-12 educational agencies of similar size, preferable located within the State of Georgia.
- B. Certification Form (Page 11)
- C. M/WBE Form (Page 12)
- D. Disclosure of Responsibility Statement (Page 13).
- E. Certificate of Insurance (The District shall be listed as a Certificate Holder).
- F. Copy of 2012 Business License/Tax Certificate (i.e. where home office is located and/or State Business License for Company).

- G. Copy of proposed implementation plan/outline and estimated deliverable schedule (based on a "Notice to Proceed" date of 6 December 2012).
- H. Current Catalog Sample
- I. Report samples
- J. Return Policy

- K. W-9 Form [W9 Form Blank.pdf](#)

STEP 2- FEE PROPOSAL/CATALOG DISCOUNT RATES, TERMS AND CONDITIONS (Total Possible Points 65):

The fee proposals/Catalog Discount Rates, Terms and Conditions from all finalist firms will be opened and evaluated. Finalist Firms may be requested to submit their "Best and Final" fee proposal. Proposers will state the basis for their catalog discounts on the fee proposal form provided herein. Please Note: All Catalog Discount rates must be submitted in the format of and on the fee proposal form included herein. The District reserves the right to accept or reject any fee/catalog discount option and to award multiple contracts.

Only one (1) copy of the fee proposal/Catalog Discount Rates, Terms and Conditions is required. All fee proposals/catalog discount rates terms and conditions will be submitted on the form provided by and in the format requested by the District, sealed in a #10 envelope, clearly marked with the RFP number and title, sub-titled "FEE PROPOSAL/CATALOG DISCOUNT RATES" and submitted with Technical Proposal (Step 1). *Fee proposals will only be considered from firms that comply with this process.* All Catalog Discount Rates, Shipping Charges, terms and conditions stated in Fee Proposal will be "all inclusive" to perform the Scope of Service requirements stated herein in Attachment "A", and will include all costs for all order handling, "in side delivery"; billing, all reports, and all other services requested herein. NO FEES, COSTS, OR CATALOG DISCOUNT RATES BY TYPE OF SERVICE REQUEST SHALL BE STATED IN OR DISCLOSED IN THE TECHNICAL PROPOSAL PACKAGE

Offeror must clearly state in proposal the catalog items that WILL NOT BE DISCOUNTED AND/OR WILL BE EXCLUDED FROM A RESULTING CONTRACT. Offeror must also identify any items that may be excluded from the specified shipping and handling terms.

Item/Description:	Catalog Discount Offered:
Catalog Discount Offered or Sliding Scale Catalog Discounts Offered based on Range (Attach scale which identifies category and catalog discount rates) Initial Contract Term-January 1, 2013 to December 31. 2013	/%
Catalog Discount Offered or Sliding Scale Catalog Discounts Offered based on Range (Attach scale which identifies category and catalog discount rates) Renewal Contract Term-January 1, 2014 to December 31. 2014	/%
Catalog Discount Offered or Sliding Scale Catalog Discounts Offered based on Range (Attach scale which identifies category and catalog discount rates) Final Contract Term-January 1, 2015 to December 31. 2015	/%
Credit Card Discount Offered <i>in addition to</i> Catalog Discount offered above	/%
Minimum Order Requirements:	
Volume Discount offered for orders ranging from \$5,000 to \$9,999	/%
Volume Discount offered for orders ranging from \$10,000 to \$14,999	/%
Volume Discount offered for orders ranging from \$15,000 to \$19,999	/%
Volume Discount offered for orders ranging from \$20,000 to \$24,999	/%
Dates that prices are valid in printed catalog	From: To:
Catalog Name and/or Number	
Number of Days for deliver upon receipt of purchase order	/Days
Free Shipping F.O.B. Destination with "Inside" Delivery on all orders?	<u>/Yes</u> <u>/No</u>
Free Shipping F.O.B. Destination with "Inside" Delivery on all orders exceeding specified order amount?	<u>/Yes</u> <u>/No</u> \$
Email:	
Web Address:	
Electronic Catalog and Order Capabilities?	<u>/Yes</u> <u>/No</u>
Special or Individualized Catalog Offered to District?	<u>/Yes</u> <u>/No</u>
Vendor Contract Reference Number (as applicable)	

Sales Representative Contact information: (Name, Phone Number, Fax Number and email)	
Address all purchase orders should be mailed to: (Company Name, Address, City, State, Zip Code, Phone Number, Fax Number)	

In submitting this proposal, I agree to the following:

1. To hold my proposal and all fees valid for a period of one hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this proposal.
3. To accomplish the work in accordance with the contract documents and specifications
4. To complete the work by the time as listed in the specification section of this document.
5. I will deliver and complete the services outlined in the solicitation documents.

The undersigned, having read and examined the Documents and Attachment "A" specifications entitled Medical Supply Catalog Discount (Annual Contract) for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.

BY:
SIGNATURE/TITLE

DATE:

FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

FEDERAL TAX I.D. NUMBER:

AVAILABLE TO COMMENCE SERVICES WITHIN /DAYS OF RECEIPT OF CONTRACT AWARD NOTIFICATION AND NOTICE TO PROCEED

3.0 MINIMUM QUALIFICATIONS:

All firms submitting proposals must meet, at a minimum, the following qualification requirements. Failure to meet these qualifications will result in proposal being deemed as "non responsive".

- A. Proposer must be an organization existing for the primary purpose of providing Medical Supply Services.

- B. Proposer must have a minimum of five (5) continuous years prior experience in providing Medical Supply Services to educational, governmental or municipal agencies (preferably located within the State of Georgia) with scope of service requirements that are similar to or the same as that requested by the District.
- C. Proposer must be authorized and licensed by the State where their service office is located to provide Medical Supplies and Services.
- D. Proposer must have an office that is staffed with a minimum of one (1) full-time representative during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.
- E. Proponent must demonstrate its ability to commence services within thirty (30) days of contract award and that it has sufficient technical and support staff to comply with the District's requirements upon the award of a resulting contract.
- F. Proposer must demonstrate its ability to meet all insurance requirements included herein in Attachment "B".
- G. Proponent must demonstrate its financial stability to perform the services requested.
- H. Proposer must provide with their Technical Proposal submittal the required schedules and attachments identified herein on page 16.

4.0 ACCEPTANCE AND EVALUATION OF PROPOSALS:

The following factors will be considered by the Technical Evaluation Committee in the evaluation of all proposals. The factors to be evaluated will not necessarily be evaluated in the order presented:

- Ordering Capabilities including Back to School and New School Orders- Technical Proposal (Maximum 20 Points)
- Qualifications of Firm and Reputation of firm based on references- Technical Proposal (5 Points)
- Customer Service and Report Capabilities- Technical Proposal (10 Points)
- Catalog Discount Offered-Fee Proposal (Maximum 25 Points)
- Shipping Charges-Fee Proposal (Maximum 20 Points)
- Fixed Discount Period-Fee Proposal (Maximum 10 Points)
- Guaranteed Delivery Period on Non-Specialized Products- Fee Proposal (Maximum 10 Points)

5.0 ACCEPTANCE PERIOD:

A one-hundred twenty day (120) period from the RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time frame. If the Board envisions that the process will not be completed by the end of the one-hundred twenty-day (120) period, an extension will be requested. In the event that no extension is requested, the solicitation shall be deemed cancelled if the process is inactive.

6.0 BASIS FOR AWARD:

In order to be awarded a contract, the proposed Service Provider must be able to demonstrate its ability to perform the work outlined in these specifications, meet all qualification requirements, meet all insurance requirements, provide all documentation required within the proposal document, and provide the best combination of technical proposal and fee. It must be understood that the firm providing the lowest fee may not necessarily be awarded a contract. The District's Board reserves the right to award this contract as deemed to be in the best interest of the District. PLEASE NOTE: COPIES OF ALL TECHNICAL AND FEE PROPOSALS RECEIVED AND EVALUATION COMMITTEE SCORES WILL REMAIN CONFIDENTIAL AND WILL NOT BE PUBLICLY DISCLOSED UNTIL AFTER THE BOARD APPROVES THE AWARD OF CONTRACTS. THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.

If awarded, a list of service providers will be established. The Offerors scoring the highest number of points based on the established criteria and meeting and exceeding the stipulated requirements will be recommended for award. The District reserves the right to establish the list of firms to be awarded contracts as deemed to be in its best interest. The District Board's decisions will be final.

7.0 CONTRACT REQUIREMENTS:

In the execution of a resulting contract, the Successful Service Provider will be responsible for complying with the following work requirements in accordance with these specifications:

The Successful Service Provider will comply with all pertinent Federal, State and Local ordinances and regulations.

The Successful Service Provider will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "A" (Page 24).

8.0 SOLICITATION SCHEDULE (TENTATIVE ONLY):

Issuance & Advertisement of RFP: October 24, 2012

Deadline for all Requests for Interpretation: November 6, 2012

Final Addendum Issued: November 8, 2012

Proposal Receipt Deadline: November 21, 2012

Evaluation of Proposals November 26, 2012

Requests for Clarifications (if required) November 27, 2012

Firm Clarification Submittals November 28, 2012

Establishment of Finalist Firms November 28, 2012

Request BAFO November 29, 2012

Finalize Scores/Issue Intent Letters December 29, 2012

Contract Award Presented to Board December 5, 2012

Issue Notice to Proceed (if approved) December 6, 2012

9.0 SERVICE ENHANCEMENTS/VENDOR VALUE ADDED SERVICES:

Offers may propose, based on the information presented in this RFP and their company's knowledge of the public educational system sector, any enhancements, technology, service or otherwise, that will be provided to the District (at no additional cost) which may improve District operations, specifically Medical Services. Any service/product enhancements or vendor value added services proposed by Offeror shall be submitted with fee proposal in a separate sealed #10 envelope, with the title "Service Enhancements/Value Added Services" clearly marked on the outside. Service Enhancements/Vendor Value Added Service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award.

A SCHEDULE OF ANY SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS OFFERED (AT NO ADDITIONAL COST TO THE DISTRICT) MAY BE SUBMITTED WITH FEE PROPOSAL IN A SEPARATE SEALED #10 ENVELOPE WITH COMPANY NAME AND THE HEADING "SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS" CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. "Service Enhancements/Value Added" service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award

10.0 TRANSITION PERIOD:

Due to the nature of the procurement process, often there are times when a transition period is required during the evaluation period, final contract negotiations, and/or contract award and execution. The

successful Service Provider will agree to maintain the same terms, conditions and prices of the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the incumbent Service Provider is not the successful offerer, he or she will agree to provide the same level of services for a period not to exceed ninety (90) days, to allow for an orderly transition.

11.0 CANCELLATION/DEFAULT OF CONTRACT:

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

12.0 TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver the materials, supplies or services in accordance with the contract terms and conditions, the District, after due oral and written notice, may procure them from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. The remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Service Provider 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 Service Provider shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the Service Provider. The Board may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to the District from the Service Provider is determined.

13.0 TERMINATION 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 such termination shall be effected by delivery to the Service Provider, at least ten (10) working days prior to the termination date, the Notice of Termination specifying to the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Service Provider will cease all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Service Providers obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. All equitable adjustment in the contract price shall be made for complete service, but no amount shall be allowed for anticipated profit on unperformed services.

14.0 TERMINATION FOR LACK OF FUNDING:

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Successful Service Provider by the Savannah-Chatham County Public School System (SCCPSS) is 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 there under, the 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 Service Provider the occurrence thereof.

ATTACHMENT "A"

SPECIFICATIONS

RFP #13-23

Medical Supply Catalog Discount (Annual Contract)

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.

1.0 GENERAL INTENT:

The Savannah-Chatham County Public School System, herein after referred to as the "District", is seeking proposals from qualified suppliers, herein after referred to as "Service Provider", interested in entering into an annual contract, with the option to renew for two (2) additional one year terms, for the "as needed" and "as required" purchase and delivery of various Medical Supply Items required for it's school medical clinics, athletic department, and sports program activities at fixed catalog discount rates (with no shipping costs). Awarded catalog discount rates, ordering instructions, and supplier contract representative information will be published in the District's Annual Contract (ABC) Book to assist District school sites, educational centers and administrative offices with the ordering process and guidelines.

2.0 BACKGROUND:

The Savannah-Chatham County Public School System, located in Georgia's largest coastal city, is a medium sized school district which enrolls approximately 35,246 students in grades kindergarten through twelve. The school district is currently comprised of twenty-five (25) elementary schools, nine (9) middle schools, seven (7) K-8 schools, nine (9) high schools, and seven (7) other alternative educational facilities. The District employs approximately 5,300 staff members which are assigned to sixty-three (63) work sites. Over the next four(4) years, as part of the ESPLOST II program, the District will be building nine (9) new or replacement schools and additions to or modifications to eight (8) other schools.

3.0 DESCRIPTION:

The successful Service Providers will be required to provide "as needed" purchase and delivery of the items and services requested herein. This procurement will result in an "annual" supply contract which will be in effect for a period of one (1) year with the option to renew for two (2) additional one year terms. The successful Service Providers will be required to adhere to all provisions stated herein which include insurance and licensing requirements.

4.0 PERFORMANCE PERIOD:

The intent of this RFP is to establish a contract that will be in effect for a period of one (1) year, to become effective the date of contract award. The "District" reserves the right to renew the contract for two (2) additional one year terms provided that all catalog discount rates, terms and conditions stated in original proposal remain unchanged and both parties agree to each contract renewal. The Catalog discount rates proposed shall remain firm for the contract period. No increase in costs or add-on fees will be accepted for the duration of the contract. The District reserves the right, if it is deemed in it's best interest to do so, to obtain competitive quotes on any order request and/or to request formal sealed bids

on any purchase that exceeds \$5,000.

5.0 QUANTITIES:

The quantities listed are the District's best estimate, and does not obligate the District to order or accept more than the District's actual requirements during the period of a resulting agreement, as determined by actual needs and available of appropriated funds. However, the District's requirements may exceed the quantities shown and the successful Service Provider will be obligated to fulfill all requirements shown on purchase orders whose mailing dates fall within the performance period of the contract.

6.0 SCOPE OF SERVICES: The Scope of Services to be provided by the successful Service Providers will at a minimum include but is not limited to:

Designated Account Representative: Successful Service Provider will provide a dedicated Customer Account Representative to handle the District's account and must have a toll-free customer service number. The individual assigned as the District's Account Representative must have the authority to act on the District's behalf with all suppliers. Account Representative will respond to all messages within a twenty-four hour period.

Reports: The successful Service Provider will provide quarterly and annual usage reports and site purchase reports detailing purchases made against this contract. Quarterly usage reports shall include quantities of items ordered, categorized by contract and full line catalog items and detailed with stock number, description, requesting site and purchase order number. Quarterly purchase reports shall be sorted by site and include purchase order number, total purchase order dollar amount, and items ordered with stock number and description. An annual usage report detailing stock number, annual quantities ordered, and annotated by custom/full-line catalog shall also be provided. Reports provided to the District shall be similar to those with the proposal and in the format requested by the District.

Purchase Methods: Any District site may order items under an approved purchase order or with a purchasing credit card. In the event that the successful Service Provider wishes to receive payments via purchasing credit cards, offeror will propose a discount structure which reflects the payment processing cost reduction. There is absolutely no guarantee that all orders will be processed in this manner, but sites will be encouraged to utilize the purchasing card for convenience and cost reduction. All prevailing discount structures will be submitted with fee proposal.

Order Deliveries: All orders will be delivered to the site designated on each individual purchase order within 15 days after receipt of purchase order. Vendors that purchase equipment and supplies and/or ship any orders prior to the issuance of a purchase order do so at their own risk and the Savannah-Chatham county Public School System shall not be held liable. The successful Service Providers will absolutely not accept verbal orders. **BACK ORDERS WILL NOT BE PERMITTED.** Orders shall be shipped in their entirety or the balance of items not shipped will be canceled.

Shipping and Freight Charges: The Savannah-Chatham County School District will NOT pay shipping charges. All orders shall be shipped F.O.B. Destination with "Inside Delivery" in accordance with the delivery method specified by and awarded by the District for each type of order (i.e. Standard Orders, "Back to School" start-up orders, New School Orders, Specialty item orders, etc.).

Catalog Distribution: The successful Service Providers must furnish all schools with pertinent ordering information upon the award and execution of a contract. The District will supply each successful Service Provider with a listing of all School Sites and Site Administrators. It will be the Service Providers responsibility to provide current literature to purchasing and all sites should changes occur during the term of the contract.

Invoice Requirements: All invoices submitted for payment must match catalog discount rates listed in

contract document. Quotes requested by and provided to any site will also reflect all contract catalog discount rates. All invoices will match purchase order amounts. The following items must be identified and listed on each invoice submitted for payment. In addition, the Service Provider will mail all invoices to the District's Accounts Payable Department at the address listed below.

1. Purchase Order Number
2. Part Number/Item Description/Nomenclature
3. Quantity Ordered
4. Quantity Shipped
5. Site Destination
6. Delivery Date
7. Current Catalog Unit Cost
8. Contract Discount Rate Applied
9. "All Inclusive" Unit Cost* (*Absolutely no added charges will be accepted or paid for which includes but is not limited to: shipping, freight, fuel surcharges, per diem, travel charges, processing fees, interest, etc.)
10. Packaging (as applicable)
11. Extended Unit Cost
12. Total Invoice Amount
13. Contract/Solicitation Document Number (RFP 13-23)
14. Receiving Affidavit/Receiving Copy signed by site representative

An original invoice should be mailed to:

Savannah-Chatham County Board of Education
Attn: ACCOUNTS PAYABLE
208 Bull St., Room 119
Savannah, GA 31401

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.

LMWBE FORM 4 BID #13-23