



**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 **Pest Elimination Program - School Nutrition Program**. 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, December 17, 2013** 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 **Joan Carter, CPPB** 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 #14-37

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 **Pest Elimination Program - School Nutrition Program** 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.: Joan Carter, CPPB
Buyer
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **05:00:00 PM on December 5, 2013**. 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 December 9, 2013**.

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 **Pest Elimination Program - School Nutrition Program**", 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 **14-37** 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 #14-37

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 #14-37

Any specifications listed herein shall supersede all specifications previously stated in general terms and conditions.

Proposers must submit a complete response to this RFP; one (1) unbound original and three (3) copies of each proposal shall be submitted. Proposers must also submit one (1) reproducible CD-ROM of the proposal. Its content must be constructed from commercial grade software such as Microsoft Word or Corel WordPerfect or similar products. No other distribution of the proposal shall be made by the offeror. Proposal shall be arranged in the following manner with tabs for each section requested. Proposals not properly arranged and adequately labeled may result in your proposal receiving a lower rating.

Proposal shall be submitted in a sealed envelope with RFP 14-37 Pest Elimination Program - School Nutrition Program and the closing date and time clearly stated on the outside of the envelope. Your proposal should also be clearly identified on the outside of the package/envelope with your firm's name and address. It is the Proposer's responsibility to ensure that their proposal is delivered to the Purchasing Office and date and time stamped prior to the stated closing date for this solicitation. Late proposals will not be accepted or considered for award.

Section 1 - Ability to Meet Specifications

20 Total Points

The proposer shall provide a written narrative statement to demonstrate his/her understanding of the stated specifications. Clearly outline the proposed plan to meet the objectives of the solicitation for Pest Management Program for School Nutrition Program sites.

Section 2 - Proposer's Certifications and Staff Resources

20 Total Points

The proposer shall provide a written narrative describing the methodology to providing services. Proposer shall include the number of certified service technicians to be dedicated to servicing the District's School Nutrition Program. Provide the name(s) of personnel proposed to service this contract and provide a copy of their pest control license.

Section 3 - Firm's Experience in Providing Services

10 Total Points

Describe the proposer's prior related experience of providing Pest Elimination Services.

Section 4 - References

10 Total Points

A minimum of three (3) reference must be provided to include: names, addresses, phone and fax number for contracts supplied of a similar scope of work. Preferably the reference should be for a K-12 school or other governmental agency.

Section 5 - Green Factor

10 Total Points

The proposer shall provide a written narrative describing their ability to meet the green factor requirements as outlined in Section 29.10 of the specifications.

Section 6 - Cost
30 Total Points

Fee proposals must be submitted in a separate sealed envelope clearly marked "Fee Proposal" on the outside.

ATTACHMENT "A"

SPECIFICATIONS

RFP #14-37

Pest Elimination Program - School Nutrition Program

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.

Any specifications listed herein shall supersede all specifications previously stated in general terms and conditions.

1.0 GENERAL INTENT

The School Nutrition Program is seeking a pest control company to aggressively eliminate all pest problems in each school kitchen, cafeteria and managers' offices within three months of the initial site visit. The initial visit shall begin March 17, 2014 and shall be completed by June 17, 2014. Thereafter monthly visits are required to maintain pest elimination.

Any deviations from these specifications must be clearly noted by the proposer. Adequate information to allow the Board to evaluate those exceptions must be submitted with the proposal.

2.0 CONE OF SILENCE

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

3.0 AUTHORITY

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

4.0 RFP ACCEPTANCE PERIOD

A one hundred twenty (120) day period from RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the one hundred twenty day period, the District will request a time extension, if the evaluation process is active.

5.0 PERFORMANCE PERIOD

This solicitation shall establish a contract to be effective for a one-year period beginning March 17, 2014 with an option to extend this contract for three (3) additional one (1) year periods with bilateral agreement and all terms and conditions remain unchanged and the level of services meets or exceeds the Board's requirements.

6.0 SELECTION CRITERIA

Each proposal received will be evaluated based on the following categories. These categories are detailed in the Proposer Submittal Form section. An award will be made to the proposer(s) that receive the highest score(s). The Board reserves the right to make the award deemed to be in its own best interest.

Ability to Meet the Specification - Maximum of 20 Points

Proposer's Certifications and Staff Resources - Maximum of 20 Points

Firm's Experience in Providing Pest Control Services - Maximum of 10 Points

References - Maximum of 10 Points

Green Factor - Maximum of 10 Points

Cost - Maximum of 30 Points

7.0 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 proposer 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 proposer, 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.

8.0 CONTRACT CHANGES

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

9.0 INSURANCE

Proposers shall submit proof of insurance as listed in Attachment "B" with their proposal. Upon notification of award the successful proposer will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted proposal. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

10.0 RIGHTS OF THE DISTRICT

The District reserves the right to require additional information from proposers and to conduct any necessary investigations to determine performance and the accuracy of information supplied. In addition, the District reserves the right to award partial contracts, no contract, cancel the RFP, or make any decision regarding this procurement that is in the best interest of the District.

11.0 COMPLIANCE WITH LAWS

Proposer shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. Proposer shall agree that in the performance of the contract, they will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular.

12.0 ASSIGNMENT OF CONTRACT

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

13.0 DAMAGE

The Contractor shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of the contract.

14.0 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor must supply all necessary and sufficient supervision over the work that is being performed

and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

15.0 CONTRACTOR PERSONNEL

Contractor's staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on Board property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

15.1 The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the Board prior to entering Board property to supply services. Proposer will submit with proposal a list of all employees, including back-up personnel that will be providing services under a resulting contract.

15.2 All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a picture ID that is issued by the State of Georgia. Service technician(s) will present ID to Board Staff upon request. This provision will be strictly enforced.

15.3 The use of tobacco or tobacco products on Board property is strictly prohibited.

15.4 The Contractor will not be permitted to utilize Day Labor or Temporary Workers to supply services at any Board facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages.

15.5 The Contractor, or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

15.6 The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

15.7 Possession of firearms will not be tolerated on Board property; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation. No person who has a firearm in their vehicle will be permitted to park on Board property.

16.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

17.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN SOLICITATION

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

18.0 REQUEST FOR INTERPRETATION

Interested proposers may contact the District to obtain clarification of the solicitation. All questions should

be directed to Sabrina L. Scales, Interim Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the solicitation or to give information as to the requirements of the solicitation in addition to that contained in the written document. Interpretations of the solicitation or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum to all proposers who received or requested the solicitation. **No questions will be answered by telephone or emails.**

Due to the large number of vendors listed in certain categories of the SCCPSS vendor's list, not all vendors will necessarily be sent a notice each time an Invitation to Bid is issued. The onus rests on the vendor to view the SCCPSS website, www.sccpss.com, frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; www.sccpss.com, click on "**District>Finance>Purchasing>Bids & RFPs**", click on **Bids and RFPs**, click **RFP** and search for description of current solicitation and number.

19.0 CONTROLLING LAW AND VENUE

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

20.0 FISCAL FUNDING

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

21.0 TERMINATION FOR CAUSE/DEFAULT

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

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

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

22.0 TERMINATION FOR CONVENIENCE

The Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the Board. Any such termination shall be effected by delivery to the proposer, at least ten (10) working days prior to the termination date, a Notice of Termination specifying 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 proposer must stop all work or deliveries under the purchase

order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the proposer of his 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 services, but no amount shall be allowed for anticipated profit on unperformed services.

23.0 LITIGATION HISTORY

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

24.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Proposers are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services or for a public works contract with a county must be registered with and use the E-Verify program. Private employers with more than 10 employees must register by 1 January 2013.

25.0 O.C.G.A. 50-36-1(e)(2) AFFIDAVIT

Proposers are required to complete the O.C.G.A. 50-36-1(e)(2) Affidavit verifying his/her lawful presence in the United States that is accompanied by a copy of at least one "secure and verifiable document."

26.0 INTERVIEWS/PRESENTATIONS

Proposers who submit a response to this RFP may be required to give an oral presentation/interview of their proposal to the Selection Committee This provides an opportunity for the proposer to clarify or elaborate on their proposal. If presentations are required the District will notify proposers in writing with a date and time for the presentation.

27.0 MINIMUM CONTRACTOR QUALIFICATIONS

The contractor shall have been in business for a minimum of five (5) years.

28.0 SPECIFICATIONS

28.1 DESCRIPTION OF PROGRAM

These specifications are a part of a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. The goal of IPM is to achieve long term, environmentally sound pest suppression through the use of effective management practices. Management strategies in an IPM program begin with prevention, including structural and procedural modifications that reduce the food, water, harborage, and access used by pests, and the judicious use of pesticides when need is indicated. Monthly visits are a part of this request for proposal. The successful proposer must be able to respond to an emergency call within eight (8) hours.

School Nutrition Managers/Supervisors will be responsible for placing all calls to the successful proposer. The SNP Manager/Supervisor will walk with the proposer to show them where the pests are located in the kitchen, cafeteria and or serving area. The School Nutrition Program is seeking a pest control company to progressively eliminate all pests in each school kitchen, cafeteria and managers' offices within three months of the initial site visit.

28.2 PEST MANAGEMENT PROFESSIONAL (PMP) SERVICE REQUIREMENTS

The PMP shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, pesticide application, and pest removal components of the IPM program. The PMP shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention. **Note: Buildings and/or common areas within each building include the following: Cafeteria, manager's office, loading dock and kitchen area to include restrooms,**

storeroom, janitor's closets, and mop & sink area.

28.3 PESTICIDE BUSINESS LICENSES

Proposer shall possess a valid, commercial pesticide business license from the Georgia Department of Agriculture. The proposer shall provide verification that each service technician that will service the SCCPSS facilities, possess a valid pesticide applicator's license.

28.4 REFERENCES

Proposer shall provide three (3) references attesting to the company's knowledge or experience in the field of IPM. The reference section on the Certification page of this solicitation shall be completed.

29.0 DETAILED SCOPE OF SERVICES

29.1 THE PMP SHALL ADEQUATELY SUPPRESS THE FOLLOWING PESTS

Indoor populations of rats, mice, cockroaches, roaches, water-bugs and any other species related the roach family, ants including carpenter, pharaoh and odorous house ants, fleas, flies or cluster flies, stinging wasps, spiders, termites and other wood-destroying organisms, and any other arthropod pests not specifically excluded from the contract. Pest populations that threaten the health or general well-being of the school kitchen and cafeteria, employee restroom, janitor closet, chemical closet, outside storage area ,serving lines and cafeteria serving lines as well as the cafeteria are included.

29.2 POPULATIONS OF THE FOLLOWING PEST ARE EXCLUDED FROM THIS SOLICITATION AND SHALL BE NEGOTIATED SEPARATELY

Birds, bats, snakes, all other vertebrates other than communal rodents; stored products pests; mosquitoes; invasions of seasonal or overwintering arthropods such as millipedes, box elder bugs, lady beetles, or other miscellaneous flying insects; or pests that primarily feed on outdoor vegetation.

29.3 INITIAL BUILDING INSPECTION

The PMP shall complete a thorough, initial inspection of each SNP kitchen production equipment electrical outlets, serving lines, cafeteria, chemical closets, janitor's closets, any other area maintained by the SNP and the cafeteria buildings. These inspection shall take place prior to the initial treatment of the contract. The purpose of the initial inspection is to evaluate the pest management needs of all SNP kitchens and cafeteria and to identify problem areas. Structural deficiencies or poor cultural practices that are contributing to potential pest infestations must be documented and recommendations given for their resolution to the School Nutrition Program Director. Access to each kitchen and cafeteria building shall be coordinated through each school manager and administrator.

29.4 PEST MANAGEMENT PLAN

The successful proposer shall submit to the School Nutrition Program Director a Pest Management Plan at least five (5) working days prior to the initial treatment. Upon receipt of the Pest Management Plan, the School Nutrition Program Director and the Director of Maintenance and Operations will render a decision regarding its acceptability within five (5) working days. If aspects of the Pest Management Plan are incomplete or disapproved, the PMP shall have five (5) working days to submit revisions. The PMP shall be on site to perform the initial service visit for each building within the first thirty (30) working days of the contract. The Pest Management Plan shall consist of following five components.

29.4.1 Proposed materials and equipment for pest elimination

The PMP shall provide current labels and Material Safety Data Sheets (MSDS) of all pesticides, which may be used. The brand names of any pesticide application equipment or management device such as, rodent bait boxes and trapping devices, monitoring devices used for pest surveillance and detection, or any other pest management devices which will be supplied by the PMP. The Material Safety Data Sheets shall be submitted with RFP proposal.

29.4.2 Proposed methods for monitoring and surveillance

The PMP shall describe methods and procedures to be used for identifying sites of pest harborage and accesses and making objective assessments of pest population levels throughout the term of the contract.

29.4.3 Service schedule for each kitchen and cafeteria

Approximate time of the week for each visit for the schools shall be in accordance with the specifications as outlined in the RFP.

29.4.4 Description of any structural or operational change that would facilitate the pest management effort

The PMP shall describe site-specific solutions for potential or observed pests. These solutions will be site specific and include structural and/or cultural recommendation for the long-term reduction of these pest populations. Source elimination of pest food(s), water, harborage, and access will be the main focus of these recommendations. This information shall be submitted to SNP Office located at 208 Bull Street, Room 308, Savannah, GA 31401.

29.4.5 Commercial Pesticide Applicator Certificates /Licenses

The PMP shall provide photocopies of the pest management company's BU number and Pesticide Applicator License or Technician Registration for every Pest Management Professional (PMP) who will be performing on site service under this contract.

The PMP shall be responsible for carrying out the services according to the approved Pest Management Plan. The PMP shall receive the authorization from the SNP Director prior to the implementation of any subsequent changes to the approved Pest Management Plan, including additional or replacement pesticides. If the PMP treatment plan varies from the original elimination plan the company is required to submit a written proposal outlining the new treatment plan.

29.5 RECORD KEEPING

The PMP shall be responsible for maintaining a pest management logbook or file for each kitchen and cafeteria under this contract. A sample log book shall be submitted with the proposal. These logs shall be kept on site and updated each visit by the PMP. Each logbook or file shall contain at least the following three (3) items:

29.5.1 Pest Management Plan

A copy of the PMP's approved Pest Management Plan, including labels and MSD sheets for all pesticides used in the buildings, brand names of all pest management devices and equipment used in the kitchen and cafeteria, a plot plan of all rodent management devices with service/installation protocols, and the PMP's service schedule for each of the buildings.

29.5.2 Pest Sighting Log Book

A pest sighting(s) log book will be used to advise the PMP of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the PMP performing the service shall complete, sign, and date the form, and return it to the log book or file on the same day as the service rendered.

29.5.3 PMP's Service Report Forms

The PMP shall submit a Service Report Form documenting the results of the inspection and all information pertaining to the potential application of a pesticide.

29.6 SERVICE

29.6.1 Time Frame of Service Visits

Title 7, Pesticide Rules and Regulations (§ 128.106) prohibit the Contractor from applying pesticide in a common access area within a building when students are expected to be in the common access area for normal academic instruction or organized extracurricular activities within seven (7) hours following the application. When it is necessary to perform work outside of the regularly

scheduled hours set forth in the Pest Management Plan, the PMP shall notify the SNP Director or Site Administrator in advance.

29.6.2 Safety and Health

The PMP shall observe all safety precautions throughout the performance of this contract. All work shall comply with the **GEORGIA PESTICIDE CONTROL ACT AND TITLE 7 – AGRICULTURE, DEPARTMENT OF AGRICULTURE, PART V. BUREAU OF PLANT INDUSTRY, PESTICIDES RULES AND REGULATIONS** and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

The PMP shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

29.6.3 Special Entrance

Certain areas within some buildings may require special instructions for persons entering them. The **IPM** Coordinator will explain any restrictions associated with these special areas. The PMP shall adhere to these restrictions and incorporate them into the Pest Management Plan.

29.6.4 Uniforms and Protective Clothing

All contracting personnel working in or around buildings designated under this contract shall wear distinctive company uniform and display a photo ID badge in such a way that it is fully visible to all individuals within the school community. The PMP shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall comply with the specific pesticide label and FIFRA regulations.

29.6.5 Vehicles

Vehicles used by the PMP shall be clearly identifiable; not only by company logo but also in accordance with SCCPSS and Georgia regulations. All vehicles will be locked when unattended on client property.

29.7 SPECIAL REQUEST AND EMERGENCY SERVICE

On occasion, the SNP Administrative Staff may request that the PMP perform corrective, special, or emergency service(s) that are beyond routine service requests. The PMP shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. If the emergency service involves wasps or yellow jackets, service should be provided on the "same day" the call is placed. In the event such services cannot be completed within one (1) working day, the PMP shall immediately notify the SNP Administrative Staff and indicate an anticipated completion date. If pesticides are needed, the PMP will provide a Pest Control Information Sheet (see 29.9.5) and a Pest Control Sign (see 29.9.6) to the IPM Coordinator to be posted in the area for the next forty-eight (48) hours.

29.8 PMP AND PMP PERSONNEL

PMP must be licensed as a qualified pest management business with the Georgia Department of Agriculture (GDA). Throughout the term of this contract, all PMP personnel providing on site pest management service shall maintain and possess certification or registered technician cards issued by GDA. The PMP personnel utilized in this contract shall have a criminal background check (Act 34 clearance), child abuse background check (Act 151 clearance), and, if from out of state, an FBI fingerprint card.

29.9 USE OF PESTICIDES

The PMP shall be responsible for application of pesticides according to the label. All pesticides used by

the PMP must be registered with the U.S. Environmental Protection Agency (EPA) and PDA. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations. The PMP shall adhere to the following rules for pesticide use:

29.9.1 Approved Products

The PMP shall not apply any pesticide that has not been included in the Pest Management Plan or approved in writing by the IPM Coordinator.

29.9.2 Pesticide Storage

The PMP shall not store any pesticides on the premises listed herein.

29.9.3 Application by Need

Pesticide application shall be made according to need and, not by schedule. As a general rule, the application of pesticides to any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation are acceptable on a case-by-case basis.

29.9.4 Minimizing Risk

When pesticide use is necessary, the PMP shall employ products that pose minimal risk. Precise application techniques will minimize the quantity of pesticide needed and, at the same time, achieve adequate pest management results.

29.9.5 Pest Control Information Sheet

This form contains the date of treatment, the name, address and phone number of the applicator. Moreover, the pesticide name(s) and EPA Registration Number(s) used must be provided to the IPM Coordinator at least seventy-two (72) hours prior to any pesticide application. This part of the notification process will allow the School District to give the seventy-two (72) hour notification as required by Act 36. The Certified applicator will notify any persons on the Georgia Pesticide Hypersensitivity Registry not less than twelve (12) hours and not more than seventy-two (72) hours prior to the pesticide application.

29.9.6 Pest Control Sign

This sign, with the date and locations of application, must be provided to the IPM Coordinator at least seventy-two (72) hours prior to any scheduled pesticide application. This sign will be posted in the appropriate places, and must remain for forty-eight (48) hours after the application.

29.10 INSECT MANAGEMENT

29.10.1 Emphasis on Non-pesticide Methods

The PMP shall use non-pesticide methods of management wherever possible. In nearly all situations, the PMP will follow the IPM Hierarchy of Action; cultural, physical and mechanical, biological, low exposure baits and finally, a spot treatment using a conventional pesticide.

For example, portable vacuums, rather than conventional pesticide sprays should be, strongly considered for initial cleanouts of cockroach infestations, swarming (winged) ants and termites, and the management of spiders in webs wherever appropriate.

OR

Trapping devices such as insect light traps, rather than pesticide sprays, shall be used for indoor fly management wherever appropriate.

29.10.2 Application of Insecticides to Cracks and Crevices

Insect growth regulator applied to harborage areas or in a "point source" delivery system. As a general rule, the PMP shall apply all insecticides as "crack and crevice" treatments. Such applications will only be made with a tool or nozzle specifically designed for crack and crevice injection. These treatments will also utilize the appropriate formulation of insecticide so they can not be contacted or are not visible to a bystander during or after the application process.

29.10.3 Application of Insecticides to Exposed Surfaces or as Space Sprays

The application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to only unique situations and where no alternative measures are practical. The PMP shall obtain the approval of the IPM Coordinator prior to any application of insecticide to an exposed surface. **Under no circumstances** will a surface application or space spray be made while any tenant personnel are present. The PMP shall take all necessary precautions to ensure tenant and employee safety. Moreover, he or she will take all the necessary steps to ensure the containment of the pesticide to the target site.

29.10.4 Insecticide Bait Formulations Threshold

Bait and gel formulations shall be used for cockroach and ant management wherever appropriate, and must be inaccessible to students. One cockroach justifies baiting. Bait and gel applications should be monitored after the first two (2) weeks to see if bait has been taken by the roaches, then every two (2) weeks until trap numbers are reduced to zero with no nymph or eggcases being reported.

29.10.5 Monitoring

Sticky traps shall be used to guide and evaluate indoor insect management efforts. Trap placement shall be limited to only critical areas and monitored on a monthly basis.

29.11 RODENT MANAGEMENT

29.11.1 Indoor Trapping

As a general rule, rodent management inside occupied buildings shall be accomplished with trapping devices only. All devices shall be concealed out of general view and located in protected areas where they will not be affected by routine cleaning or other operations. Trapping devices shall be checked on a schedule approved by the IPM Coordinator. The PMP shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

29.11.2 Use of Bait Stations

The service frequency of bait station shall depend upon the level of rodent infestation. A suggested minimum is at least once per month. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The PMP shall adhere to the following five points:

29.11.2.1 All bait stations shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

29.11.2.2 The lids of all bait stations shall be securely locked with a key lock or hex head screw.

29.11.2.3 All bait stations shall be securely anchored to the floor, ground, wall, or other

immovable surface, so that the station cannot be picked up or moved by students.

29.11.2.4 Bait shall always be placed on mounting rods within the baffle-protected feeding chamber of the station and never in the runway of the station.

29.11.2.5 All bait stations shall be labeled on the inside with the PMP's business name, address and emergency phone number.

29.12 PROGRAM EVALUATION

The IPM Coordinator will continually evaluate the progress of this contract in terms of its effectiveness and safety, and will require such changes as necessary. The PMP shall take prompt action to correct all identified deficiencies.

29.13 QUALITY CONTROL PROGRAM

The PMP shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the PMP shall submit a copy of his program to the purchasing director. The program shall include at least the following four items:

29.13.1 Inspection System

The PMP's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the IPM Coordinator identifies the deficiencies.

29.13.2 Checklist

A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the PMP as well as every task required to be performed. This checklist must be submitted monthly to the School Nutrition Program Director.

29.13.3 File

A quality control file shall contain a record of all inspections conducted by the PMP and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the SNP Director upon request.

29.13.4 Inspector(s)

The PMP shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

29.14 BILLING

29.14.1 At the time of service to the schools, two (2) copies of the contractor's invoice shall be left with the school nutrition program manager/supervisor. The copies left with the school nutrition program manager/supervisor cannot be changed. The contractor shall "post" his records to agree with the invoice left with the said school nutrition program manager/supervisor.

29.14.2 In the event of errors, a credit or debit is to be issued against the invoice as it was presented to the school nutrition program manager/supervisor.

29.14.2.1 The credit, or debit, shall show the original invoice number, date and error being corrected on the face of said credit or debit.

29.14.2.2 The credit, or debit, shall be sent, in duplicate, directly to the school nutrition program manager/supervisor.

29.14.3 All invoices are to clearly indicate the school name.

29.14.4 Monthly statements shall be submitted to the Savannah-Chatham County Board of Education, Room 119 Nutrition Accounting; 208 Bull St, Savannah, Georgia 31401, no later than the fifteenth (15th) of the following month. Statements shall be prepared by school for ease in reconciling invoices.

29.14.5 Payments shall be made within 30 to 60 days after service.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants' responsibilities The regulations were published Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the requisitions may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this.

Organization Name PR/Award Number or Project Name

Name (s) and Title (s) of Authorized Representative (s)

Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" without modification, in lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Savannah Chatham County Board of Education
School Food and Nutrition Program**

PROPOSAL SIGNATURE AND CERTIFICATION
(proposer must sign and return with bid)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this and certify that I am authorized to sign this bid for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated Sections 45-10-20 through 45-10-25 have not been violated and will not be violated any respect.

Sworn to and subscribed before me

This _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

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.

ATTACHMENT "A1"
RFP 14-37 PEST ELIMINATION PROGRAM - SCHOOL NUTRITION PROGRAM
COST SUBMITTAL FORM

SCHOOL	Monthly Fee	SCHOOL	Monthly Fee
1. Bloomingdale Elementary		26. East Broad K-8	
2. Brock Elementary		27. Ellis K-8	
3. Butler Elementary		28. Georgetown K-8	
4. Gadsden Elementary		29. Godley Station K-8	
5. Garden City Elementary		30. Garrison K-8	
6. Gould Elementary		31. Hesse K-8	
7. Haven Elementary		32. Isle of Hope K-8	
8. Heard Elementary		33. Coastal Middle	
9. Hodge Elementary		34. DeRenne Middle	
10. Howard Elementary		35. Hubert Middle	
11. Largo Tibet Elementary		36. Mercer Middle	
12. Low Elementary		37. Myers Middle	
13. Marshpoint Elementary		38. Oglethorpe Charter	
14. Pooler Elementary		39. Southwest Middle	
15. Pt Wentworth Elementary		40. STEM at Bartlett Middle	
16. Pulaski Elementary		41. West Chatham Middle	
17. Savannah Classical Charter		42. Beach High	
18. Shuman Elementary		43. Groves High	
19. J.G. Smith Elementary		44. Islands High	
20. Southwest Elementary		45. Jenkins High	
21. Spencer Elementary		46. Johnson High	
22. Thunderbolt Elementary		47. Savannah High	
23. West Chatham Elementary		48. New Hampstead High	
24. White Bluff Elementary		49. Savannah Arts High	
25. Windsor Forest Elementary		50. Windsor Forest High	
		51. Woodville High	
		GRAND TOTAL MONTHLY CHARGE	\$

COST TO ADD A SITE: (PER MONTH) _____

NAME OF FIRM: _____

TELEPHONE #: _____ **FAX#:** _____

Total number of certified technicians:	
Total number of "on call" technicians:	
Number of years firm has been in operation:	
Prior experience with School Nutrition Programs (Y/N):	
Prior experience with IPM (Integrated Pest Management): (Y/N)	
Number of prior School Nutrition Contracts:	
Green Factor Experience: (Y/N)	