



**an equal opportunity
employer**

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Reprographic Services for Construction**. 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, April 30, 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 **Roger E. Roriex, ESPLOST 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 #13-52

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 **Reprographic Services for Construction** 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.: Roger E. Roriex, ESPLOST BUYER
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 April 12, 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 April 17, 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 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 .

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 **Reprographic Services for Construction**", 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 **13-52** 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 #13-52

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 #13-52

SUBMITTAL REQUIREMENTS:

All proposals shall be:

- * Submitted on 8 1/2" x 11" paper, and prepared simply and concisely.
- * Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.** Facsimile, printed, copied or typewritten signatures are not acceptable.
- * Submitted in a sealed envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. If proposal materials require additional envelopes, then the proposal package must be combined together with the envelope on top.
- * Thorough and detailed as possible so that the Board may properly evaluate the offeror's capability to provide the required services.
- * Submitted on proposal forms as included in this Request For Proposal and in accordance with instructions stated above.
- * Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Register of Offeror's date and time. Whether sent by mail or by means of personal delivery; the proposer assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. Late proposals will be returned unopened to the proposer.
- * Proposals submitted by facsimile transmission or e-mail will not be accepted.
- * Considered an irrevocable offer for a period of one hundred and twenty (120) days from the date of public proposal opening.

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

In order to be considered for selection, proposer must submit complete a response to this RFP; one (1) unbound **original** and **five (5)** copies of each proposal shall be submitted to the Board as indicated on the cover sheet. Proposers must also submit **one** reproducible CD-ROM of the proposal. Its content must be constructed from commercial grade software such as Microsoft Word or Corel WordPerfect or similar products. No other distribution of the proposal shall be made by the offeror. This communication is be received by the Director of Purchasing, 208 Bull Street, room 213, prior to April 11, 2013 at 11:00 AM. The offerors' name and the proposal number should appear on the outside of the envelope.

The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal. Proposers are required to submit the following items as a complete proposal:

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

1. Evaluation Factors

The District's decision will be based on the evaluation of several factors including but not limited to the following:

1. Mandatory requirements
2. Rated requirements
3. Competitive Pri

EVALUATION METHOD CRITERIA:

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

Cost 30%

Experience and personnel assigned 20%

Service failure 20%

Accounts coordination and tracking 15%

Capabilities of orders 10%

Project Understanding 5%

A. Mandatory requirements:

1) The Offeror must complete and sign all forms and certifications of this RFP.

2) The Offeror must be in good financial order.

The Offeror must provide pertinent data which demonstrates his capability to successfully perform. This can include information on the financial stability of the firm; e.g. annual financial reports and statements, and/or other credit bureau ratings.

3) Corporate Identity of Offeror: Offeror shall provide the following information:

- Offerors' headquarters;
- Nearest office;
- Applicable telephone and facsimile numbers; and
- Any other pertinent information relative to the size and organizational structure of the company.

Please provide the hours of operation for both weekdays and weekends. State the number of years the firm has been in business.

B. Rated Requirements {Service specifications):

Offerors will be evaluated on the following rated requirements on a score of 100 points..

1. Cost Max. 30 points

There are 30 available pricing points for this category. Example of how the points will be allocated are as follows:

Example:

Proposer A provides a price of \$100,000. Proposer B provides a price of \$125,000. Proposer C provides a price of \$300,000.

Proposer A receives 40 points.

Proposer B receives 32 points. $(\$100,000/\$125,000) \times 40 \text{ points} = 32 \text{ points}$

Proposer C receives 13 points. $(\$100,000/\$300,000) \times 40 \text{ points} = 13 \text{ points}$

2. Experience and Personnel assigned: Max. 20 points

The Offeror must have acquired at least (3) years experience on comparably complex and similar in nature with public education entities.

Please fully describe acquired experience. Give 3 examples of previous or current projects that relate to or that are similar or same in nature.

If referencing other client accounts, please provide their names, addresses, and phone/fax numbers of contact persons, type of facility, size and scope (magnitude and complexity) and the document management method.

The Offeror must identify one (1) account manager to oversee the Districts' account and will identify the project personnel assigned to the Districts' account.

List project personnel that will be assigned to District projects and provide their resumes. Include name, title, job function, office location, estimated work schedule, phone, and email addresses.

3. Service Failure Max. 20 points

The Offeror must maintain a fail-safe system to prevent loss and damage to District documents and electronic files store, created and used on the Offerors on-line system, office computers and archive servers.

Please describe in detail what systems are in place for safeguarding or what kind of security safeguarding system you propose to have this issue addressed and implemented. Describe who is in charge of the safeguarding of documents at your firm. Please give their names, titles and qualifications.

4. Accounts Coordination and Tracking Max. 15 points

The Offeror will be responsible to coordinate the collection of deposits and delivery of project documentation directly to outside Offerors, contractors, subcontractors and plan room holders on a per project basis. The Offeror will also be required to track and immediately produce reports of all documents issued/produced for a project, all plan holders and received documents, proof of receipt for deliveries, and amounts due/amounts paid.

Please describe in details who and how you propose to provide services for the coordination of these accounts. How does this standard compare to the service you are currently providing to your customers?

Please identify proposed personnel along with their qualifications and experience.

5. Capabilities for Orders: Max. 10 points

Rush Orders (Monday - Friday)

The Offeror must have the ability to provide services for Rush Orders. This means the Offeror to pick up order within 1 hour of initial request and complete and return orders within a 4 hour pick up window.

Please describe in details how you propose to handle rush orders and your capabilities for rush orders. Please give an example of a previous rush order you have done in the

past, how you handled it and the results.

General Business Order (Monday to Friday)

The Offeror must have the ability to provide services for general orders. This means the Offeror will pick up order within 2 hours of initial request and complete and return orders within a 24 hour window.

Please describe in details how you propose to handle general business order and your capabilities for general orders. Also, please describe how does this standard compare to the service you are currently providing to your customers.

6. Project Understanding Max. 5 points

The Offeror shall provide -a written narrative statement to demonstrate his or her understanding of the scope of work.

No other points will be awarded for comments made by the offeror.

Each offeror submitting a RFP Proposal will be informed of their standing relative to all offerors.

Selection of successful Offeror:

Proposals are evaluated on the basis of:

- 1- Meeting all mandatory requirement
- 2- Rated criterias (Service specifications)
- 3- Financial proposal

Proposals from responsible offerors that are deemed responsive as meeting all mandatory requirements and rated requirements will then proceed to the final stage of the evaluation, the financial proposal.

The firm scoring the highest number of points based on the established criteria and meeting and exceeding the stipulated requirements will be recommended for award./fax numbers of contact persons, type of facility, size and scope (magnitude and complexity), annual usage (sq. ft) for bond, mylar, vellum and other, and the document management method. Offerors shall provide a minimum of three (3) references.

8. OFFEROR CERTIFICATION

The Offeror will sign and attach the following certifications:

- A. Proof of insurance as required in Attachment "B" of the bid documents.
- B. Certification Form signed by an authorized representative.
- C. Disclosure of Responsibility
- D. Contracting Affidavit and Agreement

9. FEE PROPOSAL (submitted in a separate envelope clearly marked "FEE PROPOSAL")

Fee Proposal shall be provided in a separate sealed envelope.

ATTACHMENT "A"

SPECIFICATIONS

RFP #13-52

Reprographic Services for Construction

All bid postings on this web site are not intended to be official. This information is provided as a public service. Any information presented here is subject to revisions at any time and is reproduced from official documents of the Purchasing Department. In case of errors and/or omissions you are advised to contact the Purchasing Department for the current status of any bid posting. All bids and RFP's submitted to the Purchasing Department must be clearly marked with the Bid/Proposal name and number on the outside of the document.

GENERAL INTENT

The intent of these specifications is to set forth a term contract under which the Savannah-Chatham County Public School System (SCCPSS) may secure a vendor to supply **Reprographic Services** for construction bid documents and general public information. Any deviation from these specifications must be clearly noted by the offeror. Adequate information to allow the Board to evaluate those exceptions must be submitted with the proposal.

Background Information

Approximately 45,000 students throughout Chatham County attend the Savannah Chatham County Public Schools. The citizens of [Georgia](#) and [Chatham](#) County voted to approve continued support for construction and re-construction of district schools. With this mandate, the [Savannah Chatham County Public Schools](#) District is moving forward with implementing district wide capital improvements. Approximately \$330 Million in improvements will be put in place over the next five years in the [Savannah Chatham County School District](#).

Architect/ Engineer: Various

Construction Window: January 2013 – December 2015

Profile of the Reprographic Services

The [Savannah Chatham County Public School System \(SCCPSS\)](#) is seeking proposals from qualified vendors to provide Architectural/Engineering/Large Format Printing Services for upcoming public works projects in the [Savannah Chatham County Public School](#) District. The District currently purchases documents for its use and at times splits the cost of the documents with bidders. To reduce bidding and construction costs the District would also like to extend discounted pricing for reprographic services to our proposers and construction and design contractors.

Based on current usage the District estimates that its use during a one-year period is approximately:

Bond 220,000 square feet

Vellum 1,000 square feet

Mylar 1,000 square feet

8.5" X 11" 100,000 pages *~estimated for bid packages and addenda only*

No guarantee of usage is given. The proposer agrees to supply all services listed and specified, as

needed by the District during the term of the contract, at the prices quoted regardless of the quantity used.

Evaluation Factors

The District's decision will be based on the evaluation of several factors including but not limited to the following:

1. Mandatory requirements
2. Rated requirements
3. Competitive Pricing

Evaluation Method Criteria

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

Cost 30%

Experience and personnel assigned 20%

Service failure 20%

Accounts coordination and tracking 15%

Capabilities of orders 10%

Project Understanding 5%

A. Mandatory requirements:

- 1) The Offeror must complete and sign all forms and certifications of this RFP.
- 2) The Offeror must be in good financial order.

The Offeror must provide pertinent data which demonstrates his capability to successfully perform. This can include information on the financial stability of the firm; e.g. annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.

3) Corporate Identity of Offeror: Offeror shall provide the following information:

- Offerors' headquarters;
- Nearest office;
- Applicable telephone and facsimile numbers; and
- Any other pertinent information relative to the size and organizational structure of the company.

Please provide the hours of operation for both weekdays and weekends. State the number of years the firm has been in business.

Award of Contract

The District intends to award this RFP on a primary/secondary vendor basis, with the highest ranking offeror receiving the primary contract and the next highest ranked offeror receiving the secondary contract. The primary contract holder will receive first option of performing requested services, but if that provider is unable to provide the turnaround required, the District reserves the right to send requested services to the secondary contract holder. The district **does not** guarantee a 50% split of work request.

Contract Changes

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

Scope of Work

The District is seeking proposals from qualified Offerors to provide reprographic services to include, but not limited to architectural services documents, construction documents and design engineering documents, large format printing, printing of the District's bid documents and general public documents and to provide other services such as document management functions in support of present and upcoming public works projects that relate to the recently approved Capital Projects Program.

These other functions are detailed as follows:

On-line Services

On-line access system service for the Districts' solicitation documents and offer printing of these bids and other documents related to the solicitation process and the District's projects.

The proposed offerors will have, in current use, an on-line service for document management functions. All documents, unless otherwise informed, will be posted on-line by project. Up to date files will be maintained for all projects on-line and the corresponding planholders lists will be posted and accessible on-line. At a minimum on-line functionality will include: document ordering; view and print documents to scale on local printers; track project document status; view/print/pay invoices and track who has accessed and printed documents on-line.

It would also be preferable that the proposed offeror would have, as an on-line functionality, the ability to measure lengths, areas, and do take-offs on-line; ability to redline drawings on-line; the ability to provide a hyper-link to the on-line District project information; and the ability to provide a hyper-link to District project documents to be used from the District website to access project plans and documentation on the Offeror's website.

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

Service Failure

The proposed offeror must maintain a fail-safe system and designate competent staff to take all necessary care to prevent loss or damage to District documents and electronic files stored, created and used on the service providers' on-line system, office computers, and archive servers.

If documents or files are lost, damaged or destroyed the selected offeror shall pay for all expenses necessary to re-create these documents and files.

Usage Reports

The proposed offeror will be required to provide quarterly and annual usage reports detailing amounts for all categories. Quarterly reports will be delivered on April 1st, July 1st, Oct 1st, and January 1st. The yearly report will be delivered, on July 1st each year.

Personnel

The proposed offeror will be required to designate project personnel and one Account Manager to oversee the District account. The selected Offeror shall be responsible to educate all of its personnel on where and how to access District service standards and pricing. The District will be notified of any point of contact changes including but, not limited to: vacation coverage, off-hour coverage, and staff replacement.

Tracking

The proposed offeror will be required to track and immediately produce reports of all documents issued/produced for a project, all plan holders and received documents, proof of receipt for deliveries, and amounts due/amounts paid on invoices.

Billing

The proposed offeror will be required to coordinate the collection of deposits and delivery of project documentation directly with Offerors, contractors, subcontractors, and plan room holders. The project billing instructions will be provided by the District Representative on a per project basis. This information includes but is not limited to- divided billing, no charge or full charge billing to the District for bid packages and all necessary invoice tracking.

Electronic Transfer

The proposed Offeror will be required to have the capability to accept electronic transfer of plans, drawings, and maps and convert files to plot files at no additional charge. Offeror will also have the ability to open, print and support documents in the following formats: CAD (versions from the most current to those released within the past 5 years), Visio, MS Word, MS Excel, MS PowerPoint, and Adobe Acrobat at a minimum. The proposed Offeror shall keep these formats current throughout the life of the contract.

Date stamping

The proposed offeror will be required to date stamp the first sheet of each bound set with the date of printing in minimum 3/16" (or 14 point font) red ink.

Green practices

The proposed offeror will be required to provide the ability to print on recycled paper when the need arises.

Property rights/Copyright Law

Documents, artwork, negatives, photographs, blueprints, etc.. are and shall remain the property of the "District". All originals are to be returned to the "District" within 30 days of completion of work.

The **copyright** law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material.

Patent/Copyright Infringement Indemnification

Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or

compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- 1) Procure for the District the right to continue using the Services.
- 2) Replace or modify the same so that it becomes non-infringing.
- 3) Remove the same and cancel any future charges pertaining thereto.
- 4) Contractor, however, shall have no liability to the District if any such patent or copyright infringement or claim thereof is based upon or arises out of District.
- 5) Compliance with designs plans or specifications furnished by or on behalf of the Agency as to the Services.
- 6) Use of the Services in combination with apparatus or devices not supplied by Contractor.
- 7) Use of the Services in a manner for which the same was neither designed nor contemplated.
or
- 8) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

Access to Confidential Data

The proposed Offeror's employees, agents and subcontractors may have access to confidential data maintained by the District to the extent necessary to carry out the proposed Offeror's responsibilities under the contract. The Offeror shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the District. If it is reasonably likely the proposed Offeror will have access to the States' confidential information, then:

(i) The proposed Offeror shall provide to the District a written description of the proposed Offeror's policies and procedures to safeguard confidential information.

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

(iii) The proposed Offeror must designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by the proposed Offeror in connection with the performance of the Contract.

(iv) The proposed Offeror shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the contract. The private and confidential data shall remain the property of the District at all times. Some services performed by the District may require the proposed Offeror to sign a nondisclosure agreement. The proposed Offeror understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

No Dissemination of Confidential Data

No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the District, either during the period of the Contract or thereafter. Any data supplied to or created by the proposed Offeror shall be considered the property of the District. The proposed Offeror must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the request of the District.

Reporting of Unauthorized Disclosure

The proposed Offeror shall immediately report to the District any unauthorized disclosure of confidential

information.

Survives Termination

The proposed Offeror's confidentiality obligation under the Contract shall survive termination of the Contract.

Originality and Title to Concepts, Materials and Goods Produced

The proposed Offeror represents and warrants that all the concepts, goods and services produced, or provided to the District pursuant to the terms of the Contract shall be wholly original with the proposed Offeror or that the proposed offeror has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, goods and services and the District's use of same and the exercise by the District of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the proposed Offeror to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law and any other rights of any person, firm or corporation or other entity. The proposed Offeror represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

Government Document Security and Safety

All items supplied by the Board will be considered valuable government documents. The proposed Contractor will PROTECT DOCUMENTS SAFE FROM DAMAGE AND LOSS. Originals must be returned in the same condition as supplied. If documents are lost, damaged or destroyed the reprographic service provider(s) shall pay damages of an amount equal to the cost to replace the documents. Those costs will include but are not be limited to all labor, supplies, administration, overhead, profit and support costs incurred by the District to return the documents to its original condition, to replace it in as-new condition, or to the condition it was agreed to be in prior to the damage or destruction.

Cone of Silence

From the issue date of this Request For Proposal until completion of the entire solicitation process and announcement of award notification, all supplier 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 supplier's response.

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.

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.

Period of Contract/performance

The initial term of the contract shall be for one (1) year effective from date of contract award. By mutual agreement of the successful offeror and the District, the resultant contract may be extended for two (2) successive twelve (12) month periods. For the purposes of this contract, the selected Contractor will extend pricing to outside Offerors, and construction and design contractors on products and services that are directly related to the Districts' projects.

Any renewal will be based on satisfactory performance by the offeror during the previous year as to quality of product, delivery, service, warranty and technical support.

Any price escalations, if any, for renewal options on this contract will be with bilateral agreements and by modification to the original contract. In no case, shall an increase be more than the consumer price index identified for that year. Any optional years exercised for this contract will be confirmed in writing. The agreement may be cancelled by either party with 60 days written notice.

The selected offeror agrees that SCCPSS shall have the right to place purchase orders referencing RFP Number 13-52 for reprographic services as outlined herein and proposer submittal form. The resultant contract shall establish an annual contract for requirements as set forth in this RFP.

Proposal Acceptance Period

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

Transition Period

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful vendor shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed one hundred- twenty (120) days, if necessary, as a transition period.

In addition, if the current provider is not the successful Offeror, he or she shall agree to provide the same level of services for a period not to exceed one hundred- twenty (120) days, allowing for an orderly transition.

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.

Pricing

Bidders shall submit pricing as outlined on the bid submittal form. Price must include a standard manufacturer warranty all applicable freight charges F.O.B. Destination. **The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.**

Insurance Requirements

Service Provider will procure and maintain during the life of said contract, insurance coverage per Attachment "B" Insurance Requirements. The policies of insurance shall be primary and written on forms acceptable to the board and placed with insurance department in the State of Georgia and meet minimum financial A.M. Best and Company rating of no less than A:8. Further, Service Provider will provide copies of all insurance policies required. The District shall be named as certificate holder.

Rights of the District

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

Ambiguity, Conflict, or other errors in RFP

If an Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he/she 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 addendum and shall be given by written notice to all parties who have received this proposal from the Savannah-Chatham Public School System's Purchasing Department.

The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the offeror(s).

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.

Inquiries

Interested PROPOSERS may contact the DISTRICT to get clarification of the proposal. All inquiries must be received no later than 5:00 PM, Friday, April 12, 2013. All questions shall be directed to Sabrina L. Scales, Interim Purchasing Director, **in writing**, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the proposal in addition to that contained in the written document. Interpretations of the proposal or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum to all PROPOSERS who requested the RFP. No questions will be answered by telephone.

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.

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.

Termination for Cause/Default

In case of failure to deliver goods or provide services in accordance with the contract's terms and conditions, SCCPSS, after due oral or written notice, may procure them from other sources and hold the successful offeror(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which SCCPSS may have. Specifically, if, through any cause, the successful offeror(s) shall fail to fulfill in a timely and proper manner their obligations under this

contract, or if the successful offeror violates any of the covenants, agreements, or stipulations of this contract, SCCPSS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

Termination for Convenience

SCCPSS 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 SCCPSS. Any such termination shall be effected by delivery to the successful offer, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the offeror 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 offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed service. The Board reserves the right to cancel any contract if and when services are determined to be unsatisfactory. The Board's Purchasing Director shall be the sole judge in this matter.

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.

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.

E-VERIFY Registration Requirements and Information

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services 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.

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

Vendors 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."

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.

Fee Proposal shall be provided in a separate sealed envelope.

<u>Wide Format Plain Paper Printing</u>	<u>Pricing</u>
Wide Format Full Size (per sq ft)	
Premium for reduction or enlargement	
<u>Wide format Vellum Prints</u>	
Wide format Velum prints (per sq ft)	
Premium for reduction or enlargement	
Express PLOT Bond - First Print - PLT (per sq ft)	
Express PLOT Bond - Additional (per sq ft)	
Edge Bind w/Strip - 50 sheet max (per set)	
Edge Bind w/Strip - 51 sheets and up (per sheet)	
Staple Only - Bond Copy 50 sheets max (per set)	
Staple Only - Bond Copy 51 sheets and up (per sheet)	
<u>Wide Format Plain Paper Printing</u>	<u>Pricing</u>
Bond Print from Archive (price per sq ft)	
<u>Xerographic Copies</u>	
8.5" x 11" Xerographic Copy - single sided (per sheet)	
8.5" x 11" Xerographic Copy - double sided (per sheet)	
11" x 17" Xerographic Copy (per sheet)	
8.5" x 11" Copy on Cardstock (per sheet)	
8.5" x 11" Clear Cover (per sheet)	
8.5" x 11" Plain Cardstock (per sheet)	
8.5" x 11" Copy on Plain Cardstock & Laminated for Outdoor Use (per sheet)	
8.5" x 11" Copy on Color Cardstock & Laminated for Outdoor Use (per sheet)	
18" x 22" Copy on Plain Presentation Bond & Laminated for Outdoor Use (per sheet)	
18" x 22" Copy on Color Cardstock & Laminated for Outdoor Use (per sheet)	
24" x 36" Copy on Plain Presentation Bond & Laminated for Outdoor Use (per sheet)	
24"x 36" Copy on Color Presentation Bond & Laminated for Outdoor Use (per sheet)	
36" x 48" Copy on Plain Presentation Bond & Laminated for Outdoor Use (per sheet)	
36" x 48" Copy on Color Presentation Bond & Laminated for Outdoor Use (per sheet)	
Enlargement & Reduction Cost	
<u>Presentation Boards</u>	
Foam core presentation board 18" x 22" (per board)	
Foam core presentation board 18" x 24" (per board)	
Foam core presentation board 24" x 36" (per board)	
Foam core presentation board 30" x 40" (per board)	
<u>Binding</u>	<u>Pricing</u>
Edge-bind (to 150 sheets) (per unit)	
Chicago-screw post (150 sheets and up) (per unit)	
Lower Cost Binding Alternative for (150 sheets and up) (per unit)	
Book Bindery Services (% discount)	

<u>Print Archive and On-Line Posting</u>	
Plan Archive (per sheet)	
Convert digital files (per sq ft)	
<u>Scanning</u>	
Raster Scan to compressed tiff-400 dpi (per sheet)	
Custom Naming (per sheet)	
Burn to CD (CD drawing capacity sizes - up to 250, up to 500, up to 750) (per meg)	
Burn to DVD (DVD drawing capacity sizes - up to 250, up to 500, up to 750) (per meg)	
<u>Pick Up and Delivery</u> <u>(Standard locations: various sites within Chatham County)</u>	
Define Local Route	
Define Shuttle Route	
Pick up and delivery Charge(s) (per trip)	
Split Delivery Charge - Local Route (per trip)	
Split Delivery Charge - Shuttle Route (per trip)	
Handling Charge - Packaging & Shipping (per order)	
Handling Charge - Wrapping only (per order)	
<u>Expedited Service</u>	
Same Day Service (see Service Specifications) (per order)	
<u>Fax Service</u>	Pricing
Cost to fax notices/addenda to plan holders (per page)	
<u>% Discount for Other Products Not Specified</u>	
What percent discount would be offered for the purchase of items not specified in this RFP during the term of the contract?	