



**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 **Solid Waste Compactor Removal System and Disposal Services (Annual Contract)**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **11:00:00 AM, August 14, 2014** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Wednesday, 07/30/2014 at 10:00:00 AM in 208 Bull Street, Room 303, Savannah, Georgia 31401.

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

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

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

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

Sincerely,

Sabrina Scales  
Purchasing Director

## REQUEST FOR PROPOSAL #15-13

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 **Solid Waste Compactor Removal System and Disposal Services (Annual Contract)** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

### I. Standard Terms and Conditions of Proposal

#### A. Definition

Competitive sealed proposals are being solicited in response to this RFP. The competitive sealed proposal process differs from competitive sealed bidding in two important ways:

1. It permits discussions with competing offerors and changes in their proposal including price; and
2. It allows comparative judgmental evaluations to be made on various criteria ( in addition to cost) for award of the contract.

#### B. Pricing

No charge will be allowed for those federal, state or local sales and excise taxes where the Board is exempt by state and Federal law. A tax exemption certificate will be furnished by the Board to the successful offeror upon request.

The Board will factor any rebates offered for total dollar volume or quantities ordered over the performance period of this contract in the award of this proposal.

In the event the offeror wishes to provide additional services above and beyond the stated requirements of this proposal at "no cost" to the Board, these services should be identified and included in the proposal response.

#### C. Shipping, Delivery, Terms of Payment & Invoicing

All orders shall be shipped F.O.B. Destination to the designated site after receipt of the purchase order. Since the successful offeror(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the offeror.

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

- 1.) Purchase Order Number
- 2.) Serial Number (as applicable)
- 3.) Part Number/Description/Nomenclature
- 4.) Quantity Ordered
- 5.) Quantity Shipped
- 6.) Site Destination

Failure to ship order in its entirety will prevent payment of your invoices. **Per Board policy, backorders will not be accepted.** Accordingly, successful offeror(s) should not invoice until one shipment has been made for all items on order.

Offerors shall guarantee delivery of supplies and services in accordance with such delivery schedule as may be provided in the specifications.

The Board's Purchasing Director reserves the right to charge the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Board's Purchasing Director and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the vendor.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education  
Attn.: ACCOUNTS PAYABLE  
208 Bull Street, Room 119  
Savannah, GA 31401

Terms of payment will be 2% 10th Net 40 Days.

#### ***D. General Specifications/Scope of Work***

**Specifications/Scope of Work** for **items/services** to be purchased are detailed in the attached Specifications Sheet "Attachment A" following Section III.

When reference is made in the specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event an offeror is proposing another manufacturer and/or model number other than stated in the specification, the offeror must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the offeror. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the Board staff and their decision shall be final.

Proposals on equipment must be on standard, new equipment of the latest model and in current production, unless otherwise specified. Used, reconditioned or refurbished equipment is not acceptable unless otherwise specified.

All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.

Any obvious error or omission in specifications shall not inure to the benefit of the offeror but shall put the offeror on notice to inquire of or identify the same from the Board.

#### ***E. Discontinuation of Equipment***

In the event items requested are discontinued by the manufacturer, offeror shall substitute an equivalent replacement item from the same manufacturer at equal or lower pricing. Offeror shall advise of any anticipated discontinuations. Proposed replacement equipment must be submitted for review and approval prior to completion of any substitution.

#### ***F. Submittal of Objections***

Objections from offerors to this Request for Proposal and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The offeror should submit any objections in writing not less than (5) days prior to the opening of the proposal. The objections contemplated may pertain to form

and/or substance of the RFP documents and specifications. Failure to object in accordance with this procedure will constitute a waiver on the part of the offeror to protest this Request for Proposal.

#### ***G. RFP Interpretations/Addenda***

If any questions should arise pertaining to the RFP documents, the offeror may mail or fax a written request for interpretation to:

Savannah-Chatham Board of Public Education  
**Attn.: Margaret Disher, CPPB, Lead Buyer**

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

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **05:00:00 PM on July 31, 2014**. 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 August 4, 2014**.

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 **Solid Waste Compactor Removal System and Disposal Services (Annual Contract)**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

#### ***V. Vendor Performance***

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

#### ***W. Signed Proposal Considered Offer***

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

#### ***X. Public Information***

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

## **II. Proposal Submittal Instructions**

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

### ***A. Completion of Certification Form & LMWBE Program Information Form***

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

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

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

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

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

### ***B. Completion of Proposal Submittal Form***

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

### ***C. Proposal Preparation and Submittal***

All proposals shall be:

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

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

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

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

\* Proposals submitted by facsimile transmission will not be accepted.

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

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

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

### **III. Special Terms and Conditions**

The offeror agrees that the Board shall have the right to place purchase orders referencing **15-13** 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 #15-13**

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**

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**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.

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## PROPOSER SUBMITTAL FORM

### RFP #15-13

**Please Note: The fee proposal form and Attachment A supersede any information stated in the General Terms and conditions of this solicitation document.**

**CONE OF SILENCE:** A "Cone of Silence" is imposed upon this RFP after advertising, and terminates at the time the Board awards a contract. The Cone of Silence prohibits any communication regarding this RFP between, among others which includes: Potential vendors, service providers, proposers, lobbyists or consultants, any member of the District's professional staff, or their respective staff and members, respective selection committee members, or any elected official. The Cone of Silence does not apply to oral communications at pre-proposal conferences, site visits (as applicable), oral presentations before selection committees, contract negotiations or communications in writing at any time unless specifically prohibited by this RFP document. In addition to any other penalties provided by law, violation of the Cone of Silence by any offerer shall render any RFP voidable by the District. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District.

**SOURCE SELECTION METHOD:** The competitive sealed proposal procurement process described herein will be conducted in a Two (2) Step Process: Step I (Total Possible Points 65) - Submission of Technical Proposals, Prequalification of Service Providers, Establishment of "Short List" of finalist firms, and Interviews/Presentations (if requested by the selection committee), and Step 2. Evaluation of Sealed Fee Proposals (one copy submitted with Technical Proposals in a sealed #10 envelope) and Best and Final Offers (Total Possible Points 35). All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a Technical Evaluation Review Committee. The District will not consider proposals from any firm or offerer who lacks accreditation or authorization to provide the services requested or who fails to meet the minimum qualification requirements.

#### **FORMAT OF RESPONSES:**

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

- A. Executive Summary/Cover Letter
- B. Business Profile
- C. Experience and Capability
- D. Project Understanding & Methodology
- E. Other relevant Facts/Information
- F. Schedules and Attachments

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

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



## **STEP 1- TECHNICAL PROPOSALS (Total Possible Points 65):**

**Executive Summary (TAB SECTION A):** The Executive Summary of the Proposal shall be limited to three (3) single spaced typewritten pages. The purpose of the Executive Summary is to provide a high level description of the offerer's ability to meet the requirements of the RFP.

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

- A. Business Organization: Provide a brief description of the firm, its history, and a statement which describes the firm's experience in providing Solid Waste Compactor Systems and Removal Services and identify any other services your firm offers.
- B. Firm History: State the full name, address, telephone number, fax number, and email address for the firm and/or subordinate firm that will perform or assist in performing the services described herein. State if the firm has operated under a different name within the past ten (10) years. If so, state the name that the firm previously operated under.
- C. Structure: Discuss the ownership and organizational structure of your company and its staff qualifications and customer services.
- D. Account Representation: Provide the name(s), title(s), address, phone number, fax number, and email address for each representative(s) who will be assigned to perform services under a resulting contract, and describe their role under a resulting contract.
- E. Certifications: Enclose in this section proof of the following certifications: 1. Documentation that the firm is a Certified Commercial Compactor Distributor, and; 2. Documentation which identifies the Certified Land Field where all District solid waste will be disposed.
- F. Current Inventory List: Provide documentation to the District which demonstrates that your firm has a sufficient inventory of the compactors available for immediate delivery to each of the District's School Sites in accordance with the Scope of Service requirements.
- G. Customer Service: Identify who will serve as the District's primary account representative and the name, address and phone number for whom all contract related correspondence will be forwarded.
- H. Office/Service Center Location: State the name, location, address, phone number, fax number, and email address of the Office/Service Center that will be handling all Solid Waste Compactor System Service requests and Maintenance inquiries. Also, identify the location, address, phone number, fax number and email address of the Office/Service Center that will be handling all Warranty and any Extended Warranty Services and Warranty Service Requests.
- I. Organizational Changes: State what changes have occurred in the firm over the past six (6) months in regard to staff, organizational structure, capital, etc., and any reason for the changes. Also state any additional changes that the firm will implement over the next six (6) months.
- J. L/M/WBE Commitment: Describe your firm's commitment to Local and M/WBE businesses.
- K. Agreement Terminations: Identify and describe in detail the reason that any contract has not been renewed or has been terminated with your firm within the past five (5) years.

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

- A. Experience: Describe your firm's specialized experience in providing Solid Waste Compactor Systems and Removal Services to educational, government or municipal agencies (preferably within the Southeast region of the USA, herein defined as the State of Georgia, Alabama, Florida,

Tennessee, South Carolina and North Carolina) or to private companies with scope of service requirements that are similar to or the same as that requested by the District. State the number of years that your firm has been a Certified Commercial Compactor Distributor.

- B. Financial Capability: Provide documentation that will allow the District to determine that your firm has sufficient resources and the financial stability to perform the services requested. Approved documentation includes copies of the firm's most recent Annual (audited) Financial Reports, Irrevocable letters of credit, current Dunn and Bradstreet reports, and Credit Bureau Reports. This information shall remain confidential and will not be made part of the public record.
- C. Client References: Provide a list of five (5) current or past clients that your firm has provided Solid Waste Compactor Systems and Removal Services to within the past five (5) years of similar size and scope. Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name, and the name, address, phone number, **fax number, and email address (if known) of the current agency representative**. The District reserves the right to contact any reference provided.
- D. Litigation History: Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.
- E. Insurance & Bonding Capacity: Provide a written indication from the firm's Surety providing information regarding the bonding capacity of the firm. Also enclose a letter from the firm's insurance company stating it's ability to comply with the minimum limits of insurance identified on Attachment "B".

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

- A. Compliance with Specifications/Scope of Service Requirements: Provide a written narrative which describes how your firm will comply with the specifications and Scope of Service requirements and emphasize your firm's knowledge and experience in providing Solid Waste Compactor Systems and Disposal Services to educational, municipal or governmental agencies.
- B. Project Understanding, Approach & Methodology: Describe the approach and methodology that will be used to provide services under a resulting contract to ensure that the District will receive quality services in a timely and accurate manner. Identify the location of the primary office facility and the advantages/disadvantages of your office facility location as to the proximity to most district sites. Also Identify the location of the primary Certified Land Field where debris will be disposed and the advantages/disadvantages of the Certified Land Field location as to the proximity to most District Sites.
- C. Program Proposed: Provide details of your firm's approach to provide a quality and cost effective program to the District to upgrade and replace the existing compactor units.
- D. Equipment Capabilities: Provide detailed product information, specifications and manufacturer data sheets for the compactor units proposed which includes, but is not limited to the following: 1. Documented quality of product proposed relative to other similar products that are currently on the market; 2. Product line performance history; 3. Product functionality; 4. Product Expansion capabilities; and 5. Standard Service and Preventive Maintenance Services that are included at no additional cost to the District.
- E. Support Services: Submit a detailed description of the presale, post sale, telephone, and on-going "on site" compactor support services that will be provided to District. Identify the hours that support services will be available and the "turn around time" for responding to service calls and "on site" assessments and/or equipment repairs and service.

- F. Warranty Services: Submit a detailed warranty and preventive maintenance service plan for the compactor units proposed. Plan should address your firm's capability to provide support for the compactors in accordance with the warranty terms and conditions and will specifically address your firm's capability to service the compactors proposed "on-site". This section will include but is not limited to: 1. The number and location of all local service centers; 2. The number and location of the service technicians that will be assigned to a resulting contract; 3. Your firm's ability to simultaneously respond to multiple service calls; 4. The location of warehouse for spare parts and the procedures for expediting the transporting of parts to a District site; 5. Telephone support availability to include hot lines, 1-800 numbers, hours of warranty service center operations, etc.; 6. What warranty and preventive maintenance services will be provided during the summer months when schools are closed; and 7. Enclose a copy of the Standard Manufacturer Warranty and Extended Manufacturer Warranty for the compactors proposed which identifies the term, services and parts covered under each of the warranties.
- G. Standard and Extended Warranty Options: Identify the term of the Standard Manufacturer Warranty period that will be included with each unit at no additional cost to the District and the period of any extended warranties on the proposed equipment that will be offered under a resulting contract. (DO NOT DISCLOSE ANY COSTS ASSOCIATED WITH ANY EXTENDED WARRANTY PERIODS IN TECHNICAL PROPOSAL). Enclose a copy of your Extended Manufacturer Warranty which identifies the term, services and parts that will be covered under an Extended Warranty.
- H. Availability of Financing Options: Provide a written narrative which describes the methods of financing that will be available to the District that will ensure that the proposed method of financing will guarantee and result in cost savings to the District. (DO NOT DISCLOSE ANY COSTS IN TECHNICAL PROPOSAL).
- I. Inventory Control: Describe your firm's approach to inventory control and the process that will be used to ensure complete deliveries to and waste removal from each school site. Include details which describe your firm's automated ordering process, the standard life cycle of any new compactor system program proposed and the basis that will be used for equipment replacement. Provide details of the equipment that will be used to remove and dispose of all compactor waste and the automated process used to track all service and work order requests.
- J. Report Capabilities: Provide sample reports which demonstrate your firm's monthly, quarterly, and annual report capabilities. Describe the billing method used.
- K. Deliverable Schedule: Provide a detailed delivery schedule for the proposed services based on a contract award and/or projected "Notice to Proceed" date of 1 October 2014.
- L. Exceptions: If there are any exceptions to the compactor specifications please explain what they are and why they exist.
- M. District Responsibilities: Describe in detail, what assistance will be required by District staff for your firm to comply with the Scope of Service requirements described herein.
- N. Limitations to Services: Describe any limitations that your firm may have in providing the scope of service requirements requested herein.
- O. Transition/Implementation Plan: Describe your firm's methodology and approach to guarantee a successful and smooth implementation and transition of services by 1 August 2014 and enclose a detailed deliverable schedule which identifies the dates for each phase of the plan, and the elements contained in each phase.
- P. Contract Close-out Procedures: Describe the procedures that will be used by your firm at contract close-out, if a resulting service contract is not renewed and/or terminated. Describe what assistance will be required by the District and the time required to transfer and return all District owned data and/or District owned property (as applicable).
- Q. Additional Services: Describe any additional services that will be provided to the Savannah-Chatham County Public School System, at no additional cost, upon the award of a contract.
- R. Best Practices: Describe your firm's service standards and guidelines and your interpretation of "Best Practices". Specifically describe your firm's approach for ensuring that all compactors are correctly installed and that all necessary diagnostic testing and safety inspections are fully completed and documented.

- S. "Quality Assurance Program": Briefly describe how your firm will assure the District that the Solid Waste Compactors and Removal services proposed will meet or exceed all applicable Local, State, and Federal requirements.

**Other Relevant Facts/Information (TAB SECTION E.):**

In this section, provide the key reasons why you believe that your firm should be selected by the District to provide its Solid Waste Compactors and Removal Services. Emphasize the qualities, functionality and traits that makes the products and services provided by your firm unique, or gives it special advantages over equipment and/or services offered by other firms or manufacturers. Attach any supplemental documentation that you believe is relevant.

**Schedules and Attachments (TAB SECTION F.):**

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

- A. Five References preferably of educational, municipal or similar facilities located within the Southeast Region of the United States (MUST INCLUDE CURRENT REPRESENTATIVES NAME AND FAX NUMBER).
- B. Certification Form.
- C. L/M/WBE Business Development Form.
- D. Contractor's Affidavit with E-Verify Federal Registration Number.
- E. Disclosure of Responsibility Statement.
- F. Certificate of Insurance (The District shall be listed as a Certificate Holder).
- G. Written indication from Surety providing information regarding the bonding capacity of the Firm.
- H. Copy of 2014 Business License/Tax Certificate (i.e. where home office is located and/or State Business License for Company).
- I. Copy of proposed implementation plan/outline and estimated deliverable schedule (based on a "Notice to Proceed" date of 1 August 2014).
- J. Report and Billing Samples (Monthly, Quarterly, and Annual).
- K. Completed W-9 Form.
- L. Compactor Specifications and Manufacturer Data Sheets.
- M. Copies of Manufacturer Warranties for the Compactors Proposed (Standard and Extended).
- N. Financing Options.
- O. Bid Bond- 5% of the total project cost must be submitted with Proposal.
- P. Successful Bidder will be required to provide performance and payment Bonds within 14 days of intent to award notification.
- Q. Proposed Preventive Maintenance Service Schedule.
- R. Proposed Debris Removal and Disposal Schedule for each school site (To include school holidays and summer closure).

**INTERVIEWS/FIRM PRESENTATIONS (IF CONDUCTED):**

The Technical review panel may decide to conduct interviews/product demonstrations with the finalist firms. If interviews are conducted, each of the finalist firms will be scheduled an interview/product demonstration. The interviews/product demonstrations may include a site visitation to see compactor

proposed in operation. There will be no separate evaluation points awarded for firm interviews/product demonstrations; However, technical evaluation points may be revised based on the information that is presented and/or clarified during the interviews/product demonstrations. It will be the sole discretion of the technical review panel to decide if interviews/product demonstrations are required.

## **STEP 2- FEE PROPOSAL (Total Possible Points 35)**

The fee proposals from all finalist firms will be opened and evaluated. After the initial review of all fee proposals, The District may request "Best and Final Offers". Proposers will state the basis for their fee on the fee proposal form provided herein. Please Note: All fees must be submitted in the format of and on the fee proposal form included herein. The District reserves the right to accept or reject any fee proposal it is deemed in it's best interest to do so.

ONLY ONE (1) COPY OF FEE PROPOSAL IS REQUIRED AND SHALL BE SUBMITTED WITH TECHNICAL PROPOSAL. All fee proposals will be submitted on the form provided by and in the format requested by the District, sealed in a #10 envelope, clearly marked with the RFP number and title, sub-titled "FEE PROPOSAL" and submitted with Technical Proposal (Step 1). *Fee proposals will only be considered from firms that comply with this process.* All fees submitted to perform the Scope of Service requirements stated herein will be "all inclusive" . NO FEES OR COSTS SHALL BE STATED IN THE TECHNICAL PROPOSAL PACKAGE.

***\*All fees will be all inclusive for "turn-key" services and includes all labor, materials, preventive maintenance, disposal services, cleaning of units, placement of units, electrical requirements, staff training, service calls, standard manufacturer warranties and repairs, removal of units upon request, reporting requirements, all overhead, licensing, permitting, insurance, gasoline, freight (as applicable), mileage, per diem, travel time, fuel surcharges, etc. Service Provider will only be compensated based on the rates identified below, with quarterly payments and credits for units removed and/or sites where services are no longer required. Absolutely no increases in fee will be accepted or honored for the initial five year term of the contract. Successful Service Provider will be compensated by the District only for actual Solid Waste Compactor Systems used and Removal Services Provided during a monthly period upon the receipt of all documentation required to support equipment and services provided during any billing period.***

### **REPLACEMENT OF EXISTING COMPACTOR UNITS:**

Equipment Cost\*: 59/Compactors /Per Unit /Total

Manufacturer/Model:

Standard Warranty Period (Included with purchase) /Years

Extended Warranty Period (After Standard Warranty expiration) /Years

Extended Warranty Cost: /Year /Total

Annual Cost for Preventive Maintenance Agreement (After Standard Warranty Period): /Year

Removal Services\*: 59/Each /Annual Cost Per Unit /Total

\* REMOVAL RATES DO NOT INCLUDE LANDFILL FEES. LANDFILL RATES (PER TON) WILL BE BILLED SEPARATELY AT THE RATE APPLICABLE AT TIME OF DISPOSAL. THE DISTRICT WILL ONLY BE BILLED BASED ON ACTUAL WASTE DISPOSED OF DURING A GIVEN MONTHLY BILLING PERIOD.

In submitting this proposal, I agree to the following:

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

The undersigned, having read and examined the Documents and Attachment "A" specifications entitled "RFP 13-49 Solid Waste Compactor Removal System and Disposal Services (Annual Contract" for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.

BY:  
SIGNATURE/TITLE

DATE:

FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

FEDERAL TAX I.D. NUMBER:

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

**MINIMUM QUALIFICATIONS:**

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

- A. Proposer must be an organization existing for the primary purpose of providing Solid Waste Compactor Systems and Disposal Services and must have fully trained Service Technicians that are authorized by the Manufacturer to service their equipment.
- B. Proposer must be a Certified Commercial Compactor Distributor.
- C. Proposer must have a minimum of five (5) continuous years prior experience in providing Solid Waste Compactor Removal Systems and Disposal Services to educational, governmental or municipal agencies (preferably located within the southeast region of the United States) with Scope of Service requirements that are similar to or the same as that requested by the District.
- D. Proposer must be authorized and licensed by the State of Georgia to provide Solid Waste Compactor Systems.

- E. Proposer must be authorized and licensed by the State of Georgia to provide Solid Waste Compactor System disposal services.
- F. Proposer must have a record of disposing of solid waste at and currently authorized by a Certified Land Field(s) to dispose of solid waste.
- G. Proposer must have an office that is staffed with a minimum of one (1) full-time representative during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. Proposer must demonstrate its ability to respond to emergency calls for services after normal business hours, weekends and on holidays, and that it has Warranty support service capabilities.
- H. Proponent must demonstrate its ability to commence services within thirty (30) days of contract award and that it has sufficient technical, support staff and equipment inventory to comply with the District's requirements upon the award of a resulting contract., to include technical service and support staff coverage due to sickness, vacations, etc., and repair parts, warranty parts and warranty service availability.
- I. Proponent must demonstrate its financial stability to perform the services requested.
- J. Proposer must demonstrate its ability to meet all performance and payment bond requirements.
- K. Proposer must provide with their Technical Proposal submittal the required schedules and attachments identified herein in Tab Section "F".

**ACCEPTANCE AND EVALUATION OF PROPOSALS:**

The Following factors will be considered by the Technical Evaluation Committee in the evaluation of this proposal. The factors to be evaluated will not necessarily be evaluated in the order presented:

*EVALUATION CRITERIA- TOTAL POSSIBLE POINTS 100*

- Service, Support and Warranty Capabilities- 20%
- Ability of the Proposed Program to meet the Districts Objectives, Service Requirements, and to comply with the minimal equipment functional requirements- 30%
- Communication and Service Training Plan- 10%
- References- 5%
- Cost for Replacement Program and Services- 35%

**ACCEPTANCE PERIOD:**

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

**BASIS FOR AWARD:**

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

PROPOSAL.

**PERFORMANCE AND PAYMENT BOND REQUIREMENTS:**

The Successful Service Provider will be required to provide a Payment and Performance Bond, each in an amount of equal to 100% of the total Contract amount within 14 days of Intent to Award Notification. All surety and insurance companies must be acceptable to the District At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner, to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, for qualified self insurers or group self insured, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength Rating of "A-" or better with an A.M. Best Financial Size Category of Class V or larger.

**CONTRACT REQUIREMENTS:**

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

- A. The Successful Service Provider will comply with all Certification and OSHA requirements.
- B. The Successful Service Provider will comply with all Licensing Requirements
- C. The Successful Service Provider will comply with all pertinent Federal, State and Local ordinances and regulations, and registration requirements.
- D. The Successful Service Provider will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "B".

**SERVICE ENHANCEMENTS/VENDOR VALUE ADDED SERVICES:**

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

A SCHEDULE OF ANY SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS OFFERED (AT NO ADDITIONAL COST TO THE DISTRICT) MAY BE SUBMITTED WITH FEE PROPOSAL IN A SEPARATE SEALED #10 ENVELOPE WITH COMPANY NAME AND THE HEADING 2"SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS" CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. "Service Enhancements/Value Added" service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award



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## ATTACHMENT "A"

### SPECIFICATIONS

#### RFP #15-13

### Solid Waste Compactor Removal System and Disposal Services (Annual Contract)

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

#### **1.0 GENERAL DESCRIPTION:**

The Savannah-Chatham County Public School System herein after referred to as the "DISTRICT" is seeking proposals from qualified Solid Waste Compactor firms herein after referred to as "SERVICE PROVIDER", interested in providing a Solid Waste Compactor Replacement Program and Removal and Disposal Services to the District. It is the District's intention to award a contract to one (1) qualified Service Provider.

#### **2.0 PERFORMANCE PERIOD:**

The RFP will establish an annual contract that will be in effect for a period of five (5) years, with the option to renew for an additional five (5) year term. Each renewal will be contingent upon the Service Provider's performance during the contract period. All prices, terms and conditions of the original contract will remain firm for the initial five (5) year contract duration and absolutely no price increases will be honored. Proposer will state the date that they will be available to commence services (upon the receipt of a purchase order or a Notice to Proceed) in fee proposal. It is the District' intention that the successful Service Provider will commence services on 1 October 2014.

#### **3.0 BACKGROUND AND OBJECTIVES:**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Service Providers interested in providing a Solid Waste Compactor Removal System and Disposal Services for the Savannah-Chatham County Public School System.

The Savannah-Chatham County Public School System, located in Georgia's largest coastal city, is a medium sized school district which enrolls approximately 35,246 students in grades kindergarten through twelve. The school district is currently comprised of twenty-five (25) elementary schools, nine (9) middle schools, eight (8) K-8 schools, nine (9) high schools, and seven (7) other alternative educational facilities. The District employs approximately 4,810 staff members which are assigned to sixty-three (63) work sites. Approximately 3,100 are professional administrators or teachers and the remaining 1,810 represent support service employees including custodians, food service workers, maintenance staff, paraprofessionals, secretaries/clerks and others.

The objective of this RFP is to obtain a quality Solid Waste Compactor Removal, Disposal and Service Program to collect waste at approximately 59 District sites. In September 2003, based on the outcome of

a similar solicitation, the Board approved the award of a five (5) year contract, with the option to renew for an additional five (5) year term to Stribling Systems, Inc, to furnish, install and service Compactors at various District sites. The current service contract expired on June 30, 2014. The District owns the fifty-nine (59) "Nomad" Compactors manufactured by Stribling that are currently installed at each site. The Nomad Compactor units are approximately ten (10) years old.

#### **4.0 INTENT:**

The intent of this RFP is to obtain a quality and cost effective Compactor Waste Disposal Replacement and Service Program which complies with all District service requirements, which will replace all of the ten(10) year old units.

#### **5.0 INTERPRETATION OF THE TERM "EQUAL":**

The Savannah-Chatham County Board of Education reserves the right to determine the quality of articles bid or proposed as alternates, equal or approved equal, and further reserves the right to reject any and all articles so judged as not equal. **All requests for material substitutions must be submitted prior to the July 30, 2014 deadline. Requests must include full illustrations and detailed specifications for the item being offered as an alternate or approved equal.** If any person contemplates submitting a proposal is in doubt as to the true meaning of any part of the conditions and/or specifications, he may submit to the District a written request for any interpretation thereof prior to the specified deadline to allow sufficient time, if required, for a reply to reach all those who received a Request for Proposal solicitation package and to be acted upon, if necessary, before the time and cut-off date for the submission of proposals. The District will not be responsible for any other interpretations or explanation of the specifications.

#### **6.0 DISTRICT SITE REQUIREMENTS:**

The Service Provider will be required, upon the execution of a contract, to remove the existing units located at each site, install new units, and service all new solid waste compactors at each of the District's school sites and facilities listed below and will provide all removal and disposal services in accordance with the minimum scope of service requirements listed herein. The District reserves the right to request for units to be removed, moved, and/or added at any site during the term of the contract due to changes in requirements resulting from its ongoing ESPLOST Construction and Capital Improvement Program. All additional units required during the term of the contract will be furnished, installed and serviced by the Service Provider at the contract rates. Service Provider will be required to issue a pro-rated credit (as applicable) for any school site that is closed and/or at a facility where services are no longer required or service frequency requirements decrease. Currently, there is one (1) unit installed at each of the 59 sites listed on the attachment. Historical data which identifies each of the fifty-nine (59) sites, the service frequency, the average monthly waste removed, and the Landfill fee paid for the past three years is attached hereto in a pdf document. (Click to view, download and Print).

#### **7.0 SITE VISITATIONS:**

Offerers are encouraged to familiarize themselves with the job sites and all aspects of the Scope of Service requirements prior to submitting a Proposal. Additional site visitations can be arranged (by appointment only) by contacting Mr. Michael Coon, Sr. Director, Maintenance and Operations at (912) 395-5563.

#### **8.0 SCOPE OF SERVICES:**

Service Provider, will at a minimum, be required to provide the following Solid Waste Compactor Removal System Service Requirements:

8.1 Service Provider will deliver and install compactor units on existing concrete pads and will hook-up units to existing electrical connectors, and will perform a service test on each unit accordingly. It will be the Service Providers responsibility to provide all labor, materials and equipment to modify any existing concrete pad, equipment, and/or electrical connection (if required) to accommodate and install proposed compactor at any site at no additional cost to the District.

8.2 Service Provider will arrange for and obtain any and all permits required for any newly installed compactor, equipment, electrical, and/or work at no additional cost to the District.

8.3 All Compactors proposed to the District will be child proof and operate on single phase, 110 Volts and 30 amps. All Equipment Substitutions must be pre-approved (in writing) by the District's Engineer in accordance with the procedure identified above in Section 5.0 titled "Interpretation of the term Equal".

8.4 The District reserves the right to determine the method that will be used to dispose of any and/or all of the existing District owned compactors (i.e. Trade-In credit; Sold by the District as Surplus, Sold by the District at Auction, Sold by the District for Scrap Metal, etc.), and reserves the right to negotiate with the Service Provider, the terms, conditions, and fees for the Service Provider to deliver any existing District owned compactor unit to any site, location or facility (to be solely determined by the District). THERE WILL BE NO ADDITIONAL COST TO THE DISTRICT FOR THE REMOVAL OF THE EXISTING UNITS IF THE UNITS ARE TRADED-IN AS CREDIT TOWARDS THE NEW UNIT(S). Any and all revenue resulting from the Equipment Disposal, and/or the Sale of an Existing District Owned Compactor or Compactors will be immediately turned over to the District's Finance Department, in the contracted amount, in the form of a Certified Check and/or Money Order. The District also reserves the right to retain any existing unit or any parts and/or materials off of any existing unit.

8.5 Service Provider will pressure wash, clean, sanitize, and deodorize each child proof commercial solid waste compactor container after every pick-up/waste removal.

8.6 Service Provider will transfer the waste from filled containers to a certified landfill on the agreed upon service schedule and on an "as needed" basis that is contingent upon the volume of waste generated at each site. The District will only pay the current landfill/tipping fee for actual waste disposed of during any given billing period.

8.7 Service Provider will provide Equipment Orientation and Safety Training to School Staff at each site and to any new employee during the term of the contract.

8.8 All Compactors will be "child proof" and will clearly labeled and marked with all applicable precautions. It will be the Service Provider's responsibility to assure that all labels are current and legible for the contract period.

8.9 Service Provider will provide all back-up and emergency service, materials and equipment required.

8.10 Service Provider will guarantee that all compactor repairs to be completed within a 24-hour period. If a compactor cannot be repaired and restored to service (for any reason) within this time frame and/or if an inoperable compactor requires replacement, the Service Provider will be provide a "loaner" compactor (at no additional charge to the District) until the unit is restored to service and/or replaced.

8.11 Service Provider will submit with each monthly invoice, support documentation which identifies at a minimum: the service date, the site/location, the amount of waste

removed(ton) from each site/location, the extended total of waste removed (tons), and the applicable landfill fee per ton. The District reserves the right to enter into a separate contract with a landfill at any time during the contract if it is deemed in its best interest to do so.

8.12 Service Provider will provide a Standard Warranty that runs indefinitely as long as a PMI contract is in place.

8.13 Service Provider will guarantee any program cost savings identified in proposal "in writing". All Cost Savings proposed will be guaranteed for the duration of the contract.

8.14 The method of payment under a resulting contract will be a government lease with a \$1.00 buy-out option at the end of the lease period.

8.15 The "Not to Exceed" total fee proposal will be "all inclusive" and will include any and all costs associated with solid waste removal, deodorizing and cleaning of units, preventive maintenance requests, maintaining the areas around each compactor at individual locations through-out the District, all overhead, taxes, per diem, insurance, fuel surcharges, etc. ALL LANDFILL FEES (PER TON) WILL BE BILLED SEPARATELY AT THE RATE APPLICABLE AT TIME OF DISPOSAL. THE DISTRICT WILL ONLY PAY LANDFILL FEE BASED ON THE ACTUAL WASTE DISPOSED OF DURING A GIVEN MONTHLY BILLING PERIOD. ACTUAL WASTE REMOVED FROM EACH SITE MUST BE IDENTIFIED ON ALL INVOICES. Service Provider must submit with each invoice documentation to support the current landfill disposal fee (per ton).

8.16 Service Provider will adjust service schedule and service fees according during the summer months to accommodate school closures and/or to continue services at sites which require year long operations and/or special program requirements for a portion of, or for the duration of the summer.

8.17 Service Provider will provide historical usage reports and/or any service or payment documents requested by the District at no additional cost.

#### **9.0 SCHEDULING OF WORK:**

All work will be scheduled with the District's Contract Representative, Mr. Michael Coon, Sr. Director, Maintenance and operations or his designee. All work will be performed during normal business hours unless an evening, weekend and holiday work schedule is pre-approved by the District.

#### **10.0 WARRANTY REQUIREMENTS:**

Standard manufacturer warranties shall apply to all equipment, parts, and supplies provided under a resulting contract. The Service Provider shall guarantee that all products provided are free of material defects and/or workmanship for a minimum period of twelve (12) months from the date of acceptance by the District, or for the Standard Manufacturer Warranty period stated in the proposal submittal and contract documents if longer. Any extended warranties offered by shall be clearly stated in the proposal submittal. If, during the warranty period, such faults develop, the Service Provider agrees to immediately replace the unit or the part affected without any additional cost to the District. **Compactors proposed and all related equipment and parts provided will be "new". Factory seconds, discontinued, re-manufactured, re-built, used and or surplus compactors, equipment or parts will not be accepted. Service Provider must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of Compactor(s) and for all replacement parts provided during the contract period.**

#### **11.0 BILLING CYCLE/INVOICE REQUIREMENTS:**

The Districts payment terms are Net 40. Payment for services will be processed upon receipt of a correct

invoice and all required support documents. The Service Provider will submit invoices on a monthly basis. All invoices will identify the school/site name, the number of pick-ups at each site during the month, dates of pick-ups at each site, the waste removed (Tons) from each site at each service visit, the monthly unit price for each site, extended totals, applicable landfill disposal rate at time of service, and any prorated credit memos resulting from a reduced service, temporary or permanent discontinuation of services at any site. In addition, a copy of the dated service receipt that is signed by and dated by a District representative at each site verifying and validating the services provided must be submitted with each invoice. Original Monthly Invoice along with all required support documents must be mailed or delivered to:

Savannah-Chatham County Public School System  
Attention: Accounts Payable  
208 Bull Street, Room 119  
Savannah, GA 31401  
(912) 395-5526 (Phone)

A copy of each Quarterly invoice along with all required documents will be mailed or delivered to:

SCCPSS Maintenance and Operations  
Attn: Michael Coon, Sr. Director  
2219 Gamble Road  
Savannah, GA 31405  
(912) 395-1918 (Phone)

## **12.0 COMPACTOR SPECIFICATIONS:**

The specifications listed herein are for a 12 Volt Compactor Unit which are currently installed throughout the District and is to be used as a reference only to establish minimum compactor specifications. New Compactors must meet or exceed the following equipment specifications:

Compactor Description: Fully Portable Self-Contained Compactor that can function from two(2) different power sources. The unit can be operated from a standard 110 Volt outlet or from a special plug installed on a service vehicle utilizing 12 Volt current. Compactor is Operational within minutes after delivery.

### General Specifications:

- NSWMA rating 1.54 cubic yards
- Clear Top Opening 40" x 62"
- Ram Face 29" x 62"
- Ram Penetration 9"

Electrical Specifications: AC Power 120 volt/dedicated 30 amp breaker or a DC current 12 volt/vehicle current.

### Hydraulic Specifications:

- Twin cylinder 32" stroke
- Cylinder bore 4"
- Cylinder rod 2.5"
- Pump(s) submersible gear
- Operating pressure 1,850 psi
- Ram Force 36,300 psi (normal)

- 42,200 psi (max.)

Components:

- Digitally programmable
- Full indicator signal
- JIC hydraulic fittings
- SAE 2 wire braided hoses
- Safety interlock user access
- Enclosed weatherproof control cabinet
- Bio-degradable hydraulic oil

Features:

- Container Guide Angles
- Replaceable Nylon Ram Guides
- 5 Retaining Teeth Under Header Bar
- 6" X 2" Long Sills
- 3" Structural Channel Cross members
- 7 Gauge Floor, 10 Gauge Sides & Roof
- Fully Gasketed Rear Door
- Double-end Pick-Up

Standard Warranty: One year Parts & Labor.

**13.0 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.

**14.0 LIQUIDATED DAMAGES:**

If the Service Provider neglects, fails or refuses to provide all services within the time specified, the District will reduce the Service Provider's invoice in the amount of **\$1000/PER DAY** for sub-standard work that does not comply with the Scope of Service requirements. Accordingly, the District will also reduce the Service Provider's invoice for failure to provide the services as specified. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

**15.0 INDEMNIFICATION:**

The Service Provider agrees to protect, defend, indemnify, and hold harmless the Savannah Chatham County Public School System, its Board members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgements of whatever nature, including claims for

contribution and/or indemnification, for injuries or death of any person or persons, or damage to property or other rights of any person or persons which is caused by the Service Provider or its sub-contractors. The Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Service Provider further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the District, at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc. are groundless, false or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider or his subcontractors or anyone directly or indirectly employed by any of them.

The Service Providers obligation to indemnify the District under this section shall not be limited in any way by the agreed upon contract price or to the scope and amount of coverage provided by any insurance policy maintained by the Service Provider including, without limitation to, the insurance required to be maintained by the Service Provider pursuant to Attachment B. of this solicitation.

#### **16.0 TRANSITION PERIOD:**

Due to the nature of the procurement process, often there are times when a transition period is required during the evaluation period, final contract negotiations, and/or contract award and execution. The Service Provider will agree to maintain the same terms, conditions and prices of the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the incumbent Service Provider is not the successful offerer, he or she will agree to provide the same level of services for a period not to exceed ninety (90) days, to allow for an orderly transition.

#### **17.0 CANCELLATION/DEFAULT OF CONTRACT:**

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

#### **18.0 TERMINATION FOR CAUSE/DEFAULT:**

In case of failure to deliver the material or services in accordance with the contract terms and conditions, the District, after due oral and written notice, may procure them from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. The remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Service Provider violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Service Provider shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the Service Provider. The Board may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to the District from the Service Provider is determined.

#### **19.0 TERMINATION FOR CONVENIENCE:**

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without

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

#### **20.0 TERMINATION FOR LACK OF FUNDING:**

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Successful Service Provider by the Savannah-Chatham County Public School System (SCCPSS) is solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable there under, the agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Service Provider the occurrence thereof.

#### **21.0 CONTRACT CLOSE-OUT:**

Final monthly payment will be issued to the Service Provider when the Service Provider has complied with all contract transition terms and conditions and all records and District owned property has been returned to the District.



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## **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.

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## 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](mailto: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](mailto: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.

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**ATTACHMENT C - Exhibit #1**

**PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF BIDDER/PROPOSER: \_\_\_\_\_ BID NO.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ TOTAL BID AMOUNT: \$ \_\_\_\_\_

<b>NAME OF LMWBE PARTICIPANT</b>	<b>ADDRESS</b>	<b>TYPE OF WORK SUB-CONTRACTED</b>	<b>SUBCONTRACT VALUE</b>
			\$
			\$
			\$
			\$
			\$
			\$

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.

LMWBE FORM 1 BID#15-13

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## 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	Yes or No

prime and subcontracting opportunities or furnishing supplies is solicited.	
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

LMWBE FORM 2 & 3 BID #15-13

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**ATTACHMENT C - Exhibit #4**

**LMWBE MONTHLY REPORT**

NAME OF CONTRACTOR/CONSULTANT: \_\_\_\_\_

BID NO: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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

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

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUBCONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

PERCENTAGE OF TOTAL CONTRACT: \_\_\_\_\_%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: \_\_\_\_\_%

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Notes:**

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

**2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM.**

LMWBE FORM 4 BID #15-13

**RFP 15-13 MONTHLY WASTE DISPOSAL**

	2011	2012	2013
<i>MONTH</i>	<i>TONS</i>	<i>TONS</i>	<i>TONS</i>
JANUARY	284.20	291.41	276.14
FEBRUARY	243.35	273.67	248.76
MARCH	212.36	287.14	324.21
APRIL	325.85	361.36	313.91
MAY	218.41	267.48	284.55
JUNE	374.16	356.33	386.67
JULY	67.77	78.44	81.37
AUGUST	194.37	217.66	243.84
SEPTEMBER	316.36	331.11	357.12
OCTOBER	302.14	317.55	341.76
NOVEMBER	298.33	311.46	339.77
DECEMBER	287.53	298.74	273.11
YEARLY TOTAL (TONS):	3,124.83	3,392.35	3,471.21



Sites Serviced Every 2 weeks	Sites Serviced Every 2 weeks	Sites Serviced Every 10 Days	Sites Serviced Every 10 Days	Sites Serviced Every 10 Days
Elementary Schools	K-8 Schools	Middle Schools	High Schools	Others
Bloomingtondale	East Broad	Coastal	Beach	Adim. 208 Bull St.
Brock	Charles Ellis	DeRenne	Groves	Maint. & Operations
Butler	Georgetown	Hubert	Islands	Oatland Island
Gadsden	Godley Station	Mercer	Jenkins	Eli Whitney
Garden City	Esther F. Garrison	Myers	Johnson	Gateway to College
Gould	Hesse	Oglethorpe	New Hampstead	Coastal GA Comp. Academy
Haven	Isle of Hope	Southwest	Savannah Arts	Coastal Empire Montessori
Heard		Bartlett	Savannah High	Massie Heritage Center
Hodge		West Chatham	Windsor Forest	Scott
Howard			Woodville Tompkins	
Largo-Tibet				
Low				
Marshpoint				
Pooler				
Port Wentworth				
Pulaski				
Shuman				
J.G. Smith				
Southwest				
Spencer				
Thunderbolt				
West Chatham				
White Bluff				
Windsor Forest				