



**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 **Student Success EXPO 2014 - Event Management**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **11:00:00 AM, December 5, 2013** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Thursday, 11/21/2013 at 10:00:00 AM in Savannah Mall.

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

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

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

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

Sincerely,

Sabrina Scales  
Purchasing Director

## REQUEST FOR PROPOSAL #14-42

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 **Student Success EXPO 2014 - Event Management** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

### I. Standard Terms and Conditions of Proposal

#### A. Definition

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

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

#### B. Pricing

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

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

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

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

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

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

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

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

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

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

All invoices should be mailed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

procedure will constitute a waiver on the part of the offeror to protest this Request for Proposal.

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

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

Savannah-Chatham Board of Public Education  
**Attn.: Joan Carter, CPPB**  
**Buyer**  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **05:00:00 PM on November 22, 2013**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on November 25, 2013**.

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

#### ***H. Failure to Respond***

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

#### ***I. Receipt & Registration of Proposals***

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

#### ***J. Errors in Proposals***

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

#### ***K. Standards of Acceptance of Proposal for Contract Award***

The Board reserves the right to reject any and all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a proposal of any offeror as being unresponsive when such offeror cannot document its ability to deliver requested services or when investigation shows it is not in a position to perform the contract.

#### ***L. Compliance With Laws***

The offeror shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the offeror. Any such requirement specifically set forth in any contract document between the offeror and the Board shall be supplementary to this section and not in substitution thereof.

#### ***M. Indemnity Provisions***

Where offeror is required to enter or go onto property to provide services or gather information, the offeror shall be liable for any injury (including death), damage or loss occasioned by negligence of the offeror, his agent, or any person the offeror has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

#### ***N. Cancellation/Default of Contract***

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

#### ***O. Certification of Independent Price Determination***

By submission of this proposal, the offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this Request for Proposal:

1. The pricing structure in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. The pricing structure which has been quoted in this proposal has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### ***P. Local and/or Minority/Women Business Enterprise (LMWBE)***

It is Board policy to improve opportunities for Local and/or Minority/Women Business Enterprise (LMWBE) to participate competitively in proposals for materials and supplies, and professional services.

All bidders must read and complete all documents included in Attachment "C" with all pertinent Exhibits.

#### ***Q. "Responsive" Offeror Criteria***

\* Availability of Products/ Services

- \* Warranties/Guarantees
- \* Ability to Meet Equipment Specifications/Proposal Conditions
- \* Documented Quality of Product and Manufacturer
- \* Service and Support Capability

#### ***R. Qualification of Offeror***

A responsible offeror is defined as one who meets, or by the date of the proposal acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposal. The Board has the right to require any or all offerors to submit documentation of the ability to perform, provide, or carry out the service requested.

#### ***S. Proposal Discussion with Individual Offerors***

Discussion may be held with offerors submitting proposals acceptable or potentially acceptable. The purpose of the discussions are:

1. Promote understanding of the Board's requirements and the offeror's proposals; and
2. Facilitate arriving at a contract most advantageous to the Board taking into consideration price and other evaluation factors set forth in the RFP.

#### ***T. Compliance with Specification/Terms and Conditions***

The Request for Proposal, Legal Advertisement, General Terms and Conditions, Proposal Submittal Instructions, Special Terms and Conditions, Specifications, Attachments, Vendor's Response, any addenda, and/or any other pertinent documents form a part of the offeror's proposal and by reference are made a part hereof.

#### ***U. Award of Contract***

The contract, if awarded, will be awarded by means of a two- step process as described in Attachment "A" Specifications for .

Product quality, service issues and other factors stipulated above in Condition "O" must be met to the satisfaction of the Board for a proposal to be considered responsive. Moreover, the Board will award the contract to the next most qualified offeror if the selected offeror is unable to execute a contract and provide delivery within the time parameters specified in this RFP.

In the case of a tie of more than three offerors at the conclusion of the first step, the top three offerors will be determined by the following criteria:

1. Savannah-Chatham County LMWBE
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

If proposals remained tied, then award will be made by means of a public coin flip performed by the buyer and witnessed by one other Board employee and all interested parties.

Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Request for Proposal.

At its option, the Board may take either of the following actions in order to form an agreement between the Board and the selected offeror:

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **Student Success EXPO 2014 - Event Management**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

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

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

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

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

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

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

## **II. Proposal Submittal Instructions**

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

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

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

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

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

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

only.

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

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

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

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

All proposals shall be:

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

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

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

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

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

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

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

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

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

The offeror agrees that the Board shall have the right to place purchase orders referencing **14-42** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

#### ***A. Pricing***

The offerors shall provide a **unit price for each item** on this RFP which will remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.



**OR**

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

***B. Samples/Demonstrations***

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

***C. Warranty***

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

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

**RFP #14-42**

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 #14-42**

### **SUBMITTAL REQUIREMENTS**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information requested in your proposal.

It is required that three (3) copies of the proposal be submitted along with the original proposal. The "original" proposal shall be the only one with the "Pricing". A standard 8 ½" by 11" format is requested. No Three Ring Binders. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

### **TABLE OF CONTENTS**

Include a clear identification of the materials by section and by page number.

### **SECTION 1. REQUEST FOR PROPOSAL FORM**

The Certification Form, supplied as Page 10, of this document must be completed and appear as the top sheet of the Proposal submitted.

### **SECTION 2. LETTER OF TRANSMITTAL – LIMIT TO ONE OR TWO PAGES**

A. Briefly state the understanding of the offeror regarding the work to be done and make a positive commitment to perform the work within the specified time period.

B. Give the names of the person(s) who will be authorized to make representations for the offeror, their titles, addresses and telephone numbers.

### **SECTION 3. APPROACH AND METHODOLOGY**

A. Clearly describe the approach and methodology that the offeror will use in providing the services described in the Scope of Work. Describe the experience and qualifications of your firm, including a clear delineation of its in-house capabilities from those that are outsourced. This letter should also contain a concise statement of your experience with Event Management.

B. Provide a portfolio of major events, to include photographs, of events your firm has been responsible for since June 2010 that were performed for a similar client.

### **SECTION 4. EXPERIENCE & QUALIFICATIONS OF THE FIRM**



- A. Offeror Name, Business Address, City, State, County, Zip Code.
- B. Size and type of organization and number of years of business under its present business name.
- C. Describe the range of Technical Services offered by your organization.
- D. Describe your organizations' qualifications or the qualities that make your organization the best experienced and skilled to facilitate the event management for the district.
- E. Indicate the specific individual who would serve as the day-to-day contact and be responsible for the work product of the offeror.
- F. Provide three (3) references from similar agencies for work similar to that contemplated by this RFP, including contact persons' name, address, phone number and fax number.

### **SECTION 5. AFFIDAVITS AND INSURANCE DOCUMENTATION**

A. Complete and return the Contractor Affidavit under O.C.G.A. 13-10-91(b)(1) located on page 12 of the solicitation. This form certifies that the firm has registered with and uses the federal work authorization program commonly known as the E-verify program, or any subsequent replacement program.

B. Complete and return the O.C.G.A. 50-36-1(e)(2) Affidavit located on page 13 of the solicitation. This form certifies that the person signing this proposal verifies his/her lawful presence in the United States that is accompanied by a copy of at least one "secure and verifiable document".

C. Provide evidence of your company's insurance for all insurances required in Attachment "B" of this RFP with your proposal submission. Upon notification of intent to award the offeror must be prepared to provide proof of insurance naming the Board as certificate holder within five (5) days of such notification by the District.

Failure to complete all of these submissions will cause the proposal to be deemed as "non-responsive" and not considered for award. The district will not enter into a contract with a firm unless these certification and insurance documentation are provided.

### **SECTION 6. COST OF SERVICES**

Offerors are to provide the District with pricing for the services as requested on the attached pricing form. Price lists with associated fees shall be incorporated and submitted with your response. Pricing must be provided in a sealed envelope clearly marked "Cost Proposal". Only one (1) copy of the cost proposal shall be provided with the original copy. Copies of the proposal should contain no pricing.

**PROPOSER SUBMITTAL FORM**

**RFP #12-63**

**PRICE SCHEDULE**

In accordance with the requirements for this RFP, the undersigned submits the attached proposal to furnish all labor, supplies, equipment, service and supervision necessary to perform **STUDENT SUCCESS 2014 - EVENT MANAGEMENT SERVICES** per the statement of work, conducive with a safe environment.

Offeror accepts and hereby incorporates by reference in this Proposal all of the terms and conditions of this request for proposal.

**Fee for Student Success Expo 2014 - Event Management:** \_\_\_\_\_

**Option Pricing:**

**10' x 10' Standard booth \_\_\_\_\_/per booth  
(to include: skirted table, two folding chairs, one waste can, pipe & drape)**

**7" x 44" Sign \_\_\_\_\_/sign  
(to include: black & white lettering, easel)**

**Black folding chairs: \_\_\_\_\_/chair**

**By submitting a proposal the offeror certifies that following forms have been completed, signed (and notarized where necessary) and provided with the Proposal:**

| Required Form Submittal                                                                                                                                                     | Y/N |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Certification Form (signed)                                                                                                                                                 |     |
| Contractor Affidavit under O.C.G.A. 13-10-91(b)(1) (notarized)                                                                                                              |     |
| O.C.G.A. 50-36-1(e)(2) Affidavit (notarized)                                                                                                                                |     |
| Disclosure of Responsibility Statement (notarized)                                                                                                                          |     |
| Certificate of Insurance in accordance with Attachment "B"<br>(Worker's Compensation, General Liability, Automobile Liability)<br>For the limits as shown in Attachment "B" |     |
| Business License                                                                                                                                                            |     |

**Payment Terms:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone#:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



## ATTACHMENT "A"

### SPECIFICATIONS

RFP #14-42

#### Student Success EXPO 2014 - Event Management

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

#### **1.0 GENERAL INTENT**

Savannah/Chatham County Public School System is soliciting competitive proposals from qualified event management firms "Offerors" to provide **STUDENT SUCCESS EXPO 2014 EVENT MANAGEMENT SERVICES**. These specifications will establish the minimum requirements for the **STUDENT EXPO EVENT**.

#### **2.0 PERIOD OF PERFORMANCE**

This Request for Proposal (RFP) will establish a contract for 2014 Student Expo Event to be held on Saturday, January 11, 2014.

This contract may be renewed for an additional one (1) one-year period, for 2015 Student Expo, provided the same terms and conditions are agreed to by both parties, and the venue remains the same.

#### **3.0 METHOD OF AWARD**

The RFP responses will be accepted and considered by the following method. The contract will be awarded to the most responsive and responsible offeror who achieves the highest point score through the proposal evaluation process as outlined later in this document. The Board reserves the right to reject any or all RFP responses or to accept any RFP response or part thereof that in its judgment will be in the best interest of the School Board. The Board also reserves the right to waive all informalities.

The District reserves the right, before awarding the contract, to require offeror(s) to submit evidence of qualifications or any other information the District may deem necessary. The District reserves the right to cancel the RFP or portions thereof, without penalty.

The District reserves the right to further negotiate any proposal, including price, with the highest rated offeror. If an agreement cannot be reached with the highest rated offeror, the District reserves the right to negotiate and recommend award to the next highest rated offeror or subsequent offerors until an agreement is reached.

#### **4.0 SUBMITTAL INSTRUCTIONS TO PROPOSERS**

Proposals must be submitted in a sealed envelope, clearly identified as **RFP 14-42 Student Success Expo 2014 - Event Management**. Sealed proposals will be received until **December 5, 2013 at 11:00 am** in the School Board Purchasing Office at 208 Bull Street, Room 213. The official clock for receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will not be accepted. Late proposals will be returned to the proposer.

The Offeror is responsible to assure that their bid is delivered to the **Purchasing Department** by the specified due date and time.

One manually signed original (with "Pricing") and three (3) photocopies (**without "Pricing"**), and one (1) CD or diskette containing a PDF file of the original proposal must be submitted. **Pricing shall be submitted in a separately sealed envelope with the "original" proposal.**

A standard 8 ½" by 11" format in a bound booklet is requested. Each page shall have the name of the offeror indicated clearly at the upper right corner of the page. All proposals must be signed by an officer or employee having authority to legally bind the proposer(s). Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

Offerors should become familiar with any local conditions, which may, in any manner, affect the services required. Offerors are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the District. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

#### **4.1 Required Submittals:**

- 4.1.1 Proof of Insurance as required by Attachment "B".
- 4.1.2 Certification Form
- 4.1.3 Disclosure of Responsibility Statement Form (notarized)
- 4.1.4 Contractor Affidavit under O.C.G.A. 13-10-91(b)(1) (notarized)
- 4.1.5 O.C.G.A. 50-36-1(e)(2) Affidavit (notarized)
- 4.1.6 Current Business License
- 4.1.7 Pricing must be submitted as request on the Price Schedule Form in a separate sealed envelope.

#### **5.0 SCOPE OF WORK**

Event Location: Savannah Mall (common areas and one (1) vacant store location)  
Event Date and Time: Saturday, January 11, 2014 11:00 am - 3:00 pm  
Venue Available: Friday, January 10, 2014 (8:00 am - 9:00 pm) and January 11, 2014 (7:00 am - 9:00 pm)  
Pipe & Drape Complete by: Saturday, January 11, 2014 at 8:00 am  
Event Tear Down: Saturday, January 11, 2014 at 9:00 pm

Attachment A1 (upper) and A2 (lower) provided a diagram of the space available for use. Space will be made available in the common areas of the upper and lower levels and one (1) unoccupied store location #2402 totaling 14,246 square feet of space. The Robotics Competition Area, Culinary Area, Cosmetology Area, and STEM Competition Area will be located in store #2402. The attachments provided also indicate where electrical and phone lines are located.

Attachment A1 Upper Level.pdf    Attachment A2 Lower Level.pdf

#### **Event Booth(s) (10' x 10') Quantity - 150**

Each booth to include:

- standard exhibit booth pipe and drape - 3' back and side walls (drape color: black)

- one (1) 6' skirted table (black skirting)
- two (2) folding chairs
- one (1) waste can
- one (1) 7" x 44" booth ID sign (black on white lettering)

**Robotics Competition Area Booth (100' x 100')**

**Quantity - 1**

**Located in Store #2402 area**

Booth to include:

- Pipe and drape - 3' on four sides with 36" opening on one of the sides (drape color: black)
- six (6) 6' skirted table (black skirting)
- four (4) waste cans
- one (1) 7" x 44" sign (black on white lettering) with easel

**Culinary Area Booth (50' x 50')**

**Quantity - 1**

**Located in Store #2402 area**

Booth to include:

- Pipe and drape - 3' on four sides with 36" opening on one of the sides (drape color: black)
- six (6) 6' skirted table (black skirting)
- four (4) waste cans
- one (1) 7" x 44" sign (black on white lettering) with easel

**Cosmetology Area Booth (50' x 50')**

**Quantity - 1**

**Located in Store #2402 area**

Booth to include:

- Pipe and drape - 3' on four sides with 36" opening on one of the sides (drape color: black)
- six (6) 6' skirted table (black skirting)
- four (4) waste cans
- one (1) 7" x 44" sign (black on white lettering) with easel

**STEM Competition Area Booth (50' x 50')**

**Quantity - 1**

**Located in Store #2402 area**

Booth to include:

- Pipe and drape - 3' on four sides with 36" opening on one of the sides (drape color: black)
- six (6) 6' skirted table (black skirting)

- four (4) waste cans
- one (1) 7" x 44" sign (black on white lettering) with easel

### **Parent Specialty Application Lab Area**

#### **Quantity - 1**

Area to include:

- twenty (20) 6' skirted tables (black skirting)
- four (4) waste cans
- forty (40) folding chairs
- one (1) 7" x 44" sign (black on white lettering) on easel

### **Recruitment Competition Area (20' x 30')**

#### **Quantity - 1**

Area to include:

- Pipe and drape - 3' on four sides with 36" opening on one of the sides (drape color: black)
- six (6) 6' skirted table (black skirting)
- four (4) waste cans
- one (1) 7" x 44" sign (black on white lettering) with easel

### **Community Service Competition Area (20' x 30')**

#### **Quantity - 1**

Area to include:

- Pipe and drape - 3' on four sides with 36" opening on one of the sides (drape color: black)
- six (6) 6' skirted table (black skirting)
- four (4) waste cans
- one (1) 7" x 44" sign (black on white lettering) with easel

### **Registration Tables**

#### **Qty - 6**

- six (6) 6' skirted tables (location to be determined)
- folding chairs (number to be determined)

Event Stage with Fashion Show Runway (30' x 30' stage) (10' runway)

Location: on the lower level outside of Bass Pro Shop in the common area

- Stage to be provided by successful offeror
- Stage to be skirted in black, including the fashion show runway.
- three hundred (300) folding chairs for stage audience

### **Signage**

Offeror shall provide a timeline for providing information required to produce the signage. The offeror will coordinate with the district representative stated in the resulting contract for this project. The district will not be responsible for any signs other than those specifically requested by the representative directing this project.

### **Post Event Breakdown and Clean Up**

Offeror will be responsible for post event breakdown and removal of all contractor provided equipment at the conclusion of the event by the date and time stated above.

### **Option Pricing**

The District is requesting option pricing for the offeror to provide additional 10' x 10' standard booths, 7" x 44" signs, and folding chairs. Option pricing will be included in the contract should the District require additional booths, signs or chairs outside of the stated requirements.

### **Pre-Proposal Conference**

The District will hold a Pre-Proposal conference with any interested offerors on November 21, 2013 at 10:00 am. The conference will be held at the Savannah Mall, 14045 Abercorn Street, Savannah, GA 31419. Bidder's will be met at the lower level of the Bass Pro Shop.

## **6.0 MINIMUM ELIGIBILITY REQUIREMENTS OF CONTRACTING FIRM**

**6.1** Proposals will be considered only from firms which are regularly engaged in the business of providing the services as described herein.

**6.2** The firm must have sufficient staff to ensure that they can satisfactorily execute the services if awarded this contract under the terms and conditions herein stated.

**6.3** The term "firm" as used herein shall be construed to mean a well established company in line with the best business practices in the industry and as determined in the discretion by the proper authorities of this School Board.

## **7.0 PROPOSAL EVALUATION PROCESS**

Proposals are received and publicly opened. Only the names of respondents are read at this time. The Evaluation Committee will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only. The Evaluation committee will assign points in the evaluation of the written proposals in accordance with the evaluation criteria listed in the Evaluation Criteria.

## **8.0 EVALUATION CRITERIA**

Each offeror will be ranked on an analysis of the following based on the written proposal. A maximum of 100 points will be awarded based upon the qualifications of the proposing service provider to include the following:

1. Approach and Methodology (Section 3A) 35%
2. Portfolio of Prior Events (Section 3B) 10%
3. Experience and Qualifications of Firm (Section 4) 10%
4. Affidavits and Insurance Documentation (Section 5) 10%
5. Cost (Section 6) 35%

## **9.0 INQUIRIES**

Interested offerors may contact the District to receive clarification of the RFP. All questions should be directed to Sabrina L. Scales, CPPB, Interim Director, in writing, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull Street, Savannah, GA, 31401 or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the Request for Proposal or to give information as to the requirements of the solicitation in addition to that contained in

the written document. Interpretations of the solicitation or additional information as to its requirements, where necessary, shall be communicated to offerors by written addendum to all offerors who received or requested the solicitation. **No questions will be answered by telephone.**

#### **10.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID**

If an offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Purchasing Director shall immediately be notified of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addendum and shall be given by written notice to all parties who have received or requested this RFP from the Savannah-Chatham Public School System's Purchasing Department.

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

#### **11.0 CONTRACTOR PERSONNEL**

The Contractor will ensure that all of its employees have undergone a drug screening test and a criminal background check. No employee with a felony conviction is permitted to provide services under a resulting contract. Failure of the Contractor to conduct criminal background checks and to provide proof to the Board thereof shall be grounds for immediate termination of the contract.

The Contractor will ensure that all employees comply with Section 247A (e) of the National Immigration and Naturalization Act and that they have valid immigration status.

The Contractor will not subcontract with any other firm, agency, or person to perform the contracted services described hereunder without prior written consent of the District.

The Contractor will not utilize Day Labor or Temporary Workers to provide any services under this contract.

The Contractor nor his employees will be in possession of a firearm and will comply with the District's policy regarding a "Drug Free Workplace" during execution of this contract.

The Contractor and all employees of the Contractor are expected to present a professional appearance at all times. All personnel of the Contractor will be neat, well groomed, and properly uniformed in industry standard uniforms. Uniforms will be kept in an acceptable manner and will clearly identify the Company Name and the employee's name. Cut-off shorts, sandals, tank tops and/or inappropriate work attire will not be permitted.

The Contractor and all employees of the Contractor are expected to conduct themselves at all times in a responsible and courteous manner while performing work under this contract. The Contractor nor employees of the Contractor are permitted to play loud music, make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

The Contractor nor his employees will be permitted to fraternize with students, parents, or guest during the event.

The Contractor shall provide all necessary and sufficient supervision over the work being performed and shall be held solely responsible for the conduct and performance of his, employees (agents) involved in work under this contract.

#### **12.0 INSURANCE REQUIREMENTS**

Offeror shall provide documentation of Insurance coverage as required in Attachment "B" with their proposal submittal.

#### **13.0 CONE OF SILENCE**



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

#### **14.0 AUTHORITY**

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

#### **15.0 ASSIGNMENT OF CONTRACT**

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

#### **16.0 CONTROLLING LAW AND VENUE**

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

#### **17.0 DEBRIS/TRASH REMOVAL AND DISPOSAL**

The Contractor shall remove and dispose of all job related litter and debris in a manner acceptable under all District, City and County ordinances. All debris will be removed from the job site by the Contractor at the completion of the project unless requested otherwise. Upon completion of the job, event premises shall be left in good repair and in an orderly, neat, clean and unobstructed condition.

#### **18.0 FISCAL FUNDING**

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

#### **19.0 TERMINATION FOR CAUSE/DEFAULT**

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

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

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

#### **20.0 TERMINATION FOR CONVENIENCE**

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

terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the vendor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

#### **21.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION**

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

#### **22.0 O.C.G.A. 50-36-1(e)(2) AFFIDAVIT**

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

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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.

**ATTACHMENT C - Exhibit #1**

**PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

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

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

| NAME OF LMWBE PARTICIPANT | ADDRESS | TYPE OF WORK SUB-CONTRACTED | SUBCONTRACT VALUE |
|---------------------------|---------|-----------------------------|-------------------|
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |
|                           |         |                             | \$                |

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

WOMEN PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

OTHER MINORITY PARTICIPATION TOTAL VALUE: \_\_\_\_\_ % \$ \_\_\_\_\_

The undersigned will enter into a formal Agreement with the LMWBE Sub-contractors/Proposers identified herein for work listed in this schedule conditioned upon execution of a contract with the Savannah-Chatham County School Board.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Note: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.

**ATTACHMENT C - EXHIBIT #2**

**GOOD FAITH EFFORTS REQUIREMENTS**

Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

|                                                                                                                                                                                  |                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.                                                                              | Yes or No<br><br>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<br><br>If no, which agencies were used to identify potential LMWBE Subcontractors? |
| Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.                                                       | Yes or No                                                                                    |
| Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited. | Yes or No                                                                                    |
| Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.                                                       | Please explain efforts:                                                                      |

**JOINT-VENTURE DISCLOSURE STATEMENT**

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LMWBE joint venture firm.

| Joint venture firms | Level of work | Financial participation |
|---------------------|---------------|-------------------------|
|                     |               |                         |
|                     |               |                         |

**ATTACHMENT C - Exhibit #4**

**LMWBE MONTHLY REPORT**

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

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

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

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

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

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

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

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

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

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

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

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

**Notes:**

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

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