



**an equal opportunity
employer**

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Teaching 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, March 21, 2013** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director

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

REQUEST FOR PROPOSAL #13-60

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 **Teaching 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.: 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 March 8, 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 March 13, 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 **Teaching 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 **13-60** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

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

OR

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

B. Samples/Demonstrations

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

C. Warranty

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

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

RFP #13-60

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_____

Notary Public; My Commission

Expires: _____

HOW DID YOU HEAR ABOUT THIS RFP?

(This information is for statistical use only.)

___ City of Savannah, Department of Economic Development ___ The Herald Legal Ad

___ Received Request for Qualifications by Mail ___ Savannah News Press Legal Ad

___ The Savannah Tribune Legal Ad ___ Visiting the Purchasing Office

___ Other

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Savannah-Chatham County Public School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 201_
in _____(city), and _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Savannah-Chatham County Public School System ("SCCPSS") has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE
SUBCONSULTANT/SUPPLIERS

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ and _____ on behalf of (Savannah-Chatham County Public School Systems ("SCCPSS")) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUB-SUBCONSULTANT/SUPPLIERS

DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.
3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
4. List any prior suspensions or debarments by any government agency.
5. List any contracts not completed on time.
6. List any penalties imposed for time delays and/or quality of material and workmanship.
7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
8. List any pending civil actions against company for nonperformance of contract.

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

declare under oath that the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this ____ day of ____ 20____ by representing him/herself to be of the company named herein.

PROPOSER SUBMITTAL FORM

RFP #13-60

Each offeror shall submit one (1) original submittal and five (5) copies of the response document. Each submittal must contain the same information in the same format as outlined below. One (1) CD-ROM version of the response submittal shall be submitted in a recognized industry standard word processing format, (etc. Corel Wordperfect or Microsoft Word). To minimize cost, offerors are discouraged from submitting elaborate responses as no allowance or reimbursement for preparation is permitted.

PROPOSAL FORMAT:

Offerors shall prepare their proposals using the following format. Offerors are required to label/tab their submittal using the headings given below:

A. Letter of Transmittal – This letter will summarize in a brief and concise manner, the offeror's understanding of the scope of work and make a positive commitment to timely provide the requested services. The letter must name all of the persons authorized to make representations for the offeror, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the offeror must sign the Letter of Transmittal indicating the agent's title or authority. The proposal shall name all persons or entities interested in the proposal. The letter should not exceed two pages in length.

Describe your firm and its capabilities, highlighting prior involvement with the Savannah-Chatham County Public School System, Georgia Department of Education and/or other K-12 institutions of comparable size and complexity. Identify similar projects that your firm has overseen, providing reference names and contact information of clients for which your firm undertook similar projects. Expound upon your expertise as it would apply to the matters described in the Scope of Services portion of this RFP. Clearly indicate any current or past contracts your firm has held to provide teaching services of a similar nature to the district or any other educational entities. Detail any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against any individual owner(s) or partner(s) of the firm within the last ten (10) years. Detail any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against your firm (provide attachment if necessary). Also describe the nature of any conflicts of interest that you believe exist or may arise.

B. Submission and completion of all Savannah-Chatham County Public School System provided forms.

C. Contracted Teacher Performance - This section shall include:

1. Evaluations as performed by site administrator within the last five (5) years.
2. Evaluations/Recognition - from District Administration related to teachers within the last five (5) years.
3. Awards, Accolades and other recognition within the last five (5) years.
4. Student Standardized Test Performance along with record of increased performance.
5. At least five Letters of Concern and/or problems that the district requested to be remedied and how the offeror remedied the situations.

D. Experience – This section shall include:

1. Number of years with experience providing Contracted teachers.
2. Staff experience with Contracted teachers.
3. Total number of teachers placed and breakdown by subject areas. Include the number of teachers that worked at least two (2) consecutive years by subject area.
4. Success rates for placement.
5. Number of current engagements and the term of each contract.

E. Contracted Teacher Support - Demonstrated Support with current or past Contracted teachers (i.e. Professional Dev., relocation assistance, etc.)

1. List current benefits provided to contracted teachers, (ie, Medical, life insurance, disability insurance and retirement).
2. List proposed benefits to be provided to contracted teachers, if awarded this engagement.
3. Provide copies of medical, life and disability insurance policies for contracted teacher.

F. References - Provide at least 3 references wherein Teaching Services have been rendered. Provide a list of your firm's relevant clients, especially any K-12 districts. Identify any teaching services contracts and implementation engagements in the last three years. If applicable, summarize the most recent engagement.

G. Cost - Section shall include:

1. Percentage of full amount paid by district for contracted teacher that Contract teacher actually receives. (excludes administrative fee)
2. Administrative Fee

H. Proposed Project Staffing -Identify the person(s) in your firm who would be the project leader(s) and team members for work under this RFP, and describe in detail each person's background, including their educational and professional background, their professional certifications, and their knowledge of and experience in working with K-12 institutions and administrative services. Provide a staffing plan for work under this RFP, and indicate the roles and responsibilities of each assigned individual.

I. Implementation Plan - Based upon the Scope of Work set forth in attachment "A" and those opportunities identified by the activities set forth herein, provide detailed implementation plan for recruiting Math, Science and Special Education Teachers needed on an annual basis in Savannah-Chatham County Public School System. Identify any additional resources required by the District for the plan.

J. Additional Data – As previously stated in item "C", any additional information that the offeror considers pertinent for consideration should be included in a separate section of the proposal for the service. Such information shall include but not be limited to: Investigations, references, background check of proposed candidates.

ATTACHMENT "A"

SPECIFICATIONS

RFP #13-60

Teaching 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 INTENT

The intent of these specifications is to award a term contract to a offeror with the competences, expertise and resources necessary to assist the Savannah-Chatham County Public School System (SCCPSS) with effectively placing qualified teachers in the areas of Math, Science and Special Education. Any deviations from these specifications must be clearly noted by the offeror. Adequate information to allow SCCPSS to evaluate those exceptions must be submitted with the proposal. Offerors, if proposing solutions other than specified, are to clearly describe the nature of those solutions.

2.0 CONE OF SILENCE

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

3.0 AUTHORITY

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

4.0 PERFORMANCE PERIOD

The services of firms selected under this RFP are expected to be provided through a contract to remain open for one (1) fiscal year (ten (10) month period beginning August through May). The resulting contract may be renewed at the District's option on a year to year basis for up to two (2) additional one year terms, provided that all terms and conditions remain unchanged and all parties agree. Notice of such renewal shall be given at least forty-five (45) days prior to the expiration of the initial term and of each additional term. Successful offeror may elect not to renew this agreement for any additional term by giving SCCPSS notice to that effect not later than two months prior to the end of the then current term. Terms will end on June 30 of the appropriate year.

The District reserves the right to issue additional RFPs and enter into additional contracts for these or any other types of services during this time period.

SCCPSS reserves the right to review and reject the services of any individual Teacher at no additional cost to the School District.

Successful offeror shall utilize its best efforts to ensure that each Teacher's work visa remains valid at all times while this contract is in effect. Any deviations from this requirement shall result in contract termination.

5.0 PROPOSAL ACCEPTANCE PERIOD

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

6.0 TRANSITION PERIOD

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful offeror shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current provider is not the successful offeror, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

7.0 BACKGROUND INFORMATION

The Savannah-Chatham County Public School System (SCCPSS) is a medium-sized school district with an enrollment of approximately 34,800 students in grades Pre-K through 12. There are currently 48 schools, 6 alternative programs, and 30 administrative/instructional support sites in this district.

8.0 CONTRACTOR'S PERFORMANCE

Successful offeror shall furnish all necessary resources to provide the services required by SCCPSS. SCCPSS's Employment Services Director shall serve as the contract administrator and will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Employment Services representative, performance becomes unsatisfactory, SCCPSS shall notify the Contractor. Successful offeror will have one (1) day from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, SCCPSS shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

If any offeror knowingly makes a material misrepresentation in submitting information to SCCPSS, such misrepresentation will be sufficient grounds for termination.

Successful offeror shall agree to save, defend, indemnify and hold harmless SCCPSS from any claims by any teachers performing work hereunder that SCCPSS is obligated to make any payment to them for salaries or benefits including sums paid or to be paid to the teacher hereunder.

Successful offeror and their employees agree to comply with instructions and regulations regarding use of school facilities, conduct, and confidentiality standards issued by SCCPSS staff, school officials or other Board of Education representatives and officials. This includes following the work schedule requirements: no work to be done on weekends, school holidays, or prior to 8:00 am or after 5:00 pm. Successful offeror agrees to check with Employee Services prior to beginning any work with the exception of regular scheduled assignments.

9.0 SCOPE OF WORK

Successful offeror shall employ individuals who are experienced teachers from foreign countries ("Teachers"). These individuals must be professional teachers in their home countries and are proficient in the English language. Successful offeror shall provide the services of up to twenty (20) teachers in the subjects of Mathematics, Science and Special Education to SCCPSS beginning with the 2013-2014 school year and any subsequent years the contract is renewed at the same terms and conditions.

Successful offeror shall certify that it provides and is responsible for:

1. All recruiting and selection expenses for the Teacher, including advertising, application and evaluation process, personal interviews, reference checks, background checks, physical examinations and

participant selection.

2. Providing teachers with all benefits, including health, life, and disability insurance, general liability insurance and workers compensation coverage.
3. Round-trip transportation expenses from Teacher's country of residence to Savannah-Chatham County, Georgia.
4. Securing and maintaining valid Teacher certification.
5. Procuring Teacher's local transportation.
6. Procuring Teacher's H-1B work visa (which will be valid only while Teacher is employed by SCCPSS.)
7. An orientation following Teacher's arrival.
8. As deemed necessary by SCCPSS, additional consultation and staff development.
9. Provide a liaison/coordinator to assist in teachers' professional development needs and help resolve problems that may occur from time to time.

Prior to providing the services of any Teacher to SCCPSS, successful offeror shall afford SCCPSS access to all credentials, recommendations and background information available for each Teacher, as well as the opportunity to interview the Teacher.

SCCPSS shall have the right to reject the services of any Teacher.

The services to be rendered by Teachers shall commence on the first day of school for new teachers (the "Commencement Date"), and terminate on SCCPSS' last teacher workday (the "Termination Date"), per the assigned school's 2013-2014 school year calendar. Prior to the commencement of Teacher's active teaching duties, SCCPSS shall arrange for Teacher to have a minimum of one (1) workday of classroom observation or non-instructional activities for which Teacher will not be charged a personal or sick day.

10.0 COMPENSATION

Successful offeror shall be compensated for the services provided hereunder as follows:

SCCPSS will pay for each per offeror teacher an amount equal to the salary for a fully certified teacher per the 2013-2014 SCCPSS district teacher salary schedule ("Salary") based on a valid in field Georgia Educator's certificate issued by the Professional Standards Commission, verification of teaching experience, official college transcripts, and other required personnel records. However, until such time the various factors are ascertained, the amount paid for each offeror Teacher will be on an entry level amount. Upon the proper certification, training and service being determined, the difference of entry level and Salary from the Teacher's first work day to the date Salary is determined will be paid.

If any Teacher arrives after the commencement date, the sum paid by SCCPSS will be adjusted on a pro-rated basis in proportion to the number of school days for which Teacher is available to fulfill Teacher's duties as assigned by SCCPSS, provided that, the successful offeror will pro-rate the portion of Administration Fees allocated to health insurance and staff development training expenses, if applicable.

SCCPSS reserves the right to verify that all salaries paid on behalf of the teacher are actually paid to the teacher.

11.0 TEACHING LICENSE

Teachers must hold a current, clear, and renewable Georgia teaching certificate.

12.0 VISA

Each individual Teacher must hold a valid United States work visa.

13.0 SSN

Each individual Teacher must obtain a valid Social Security Number.

14.0 PERSONNEL POLICIES AND TEACHERS' DUTIES

Teachers shall provide instructional services and shall fulfill other duties as reasonably assigned by the Principal or Center Leader of the school where Teacher is placed. Except for provisions relating to

compensation, insurance, retirement, tenure, benefits, and social security provisions, Teacher(s) shall be subject to and required to abide by all personnel policies of SCCPSS and the State of Georgia Professional Standards Commission any Teachers shall acknowledge in writing their duty to abide by such policies.

15.0 REPORTING

The successful offeror shall be required to submit a copy of each Teacher assigned to the Savannah-Chatham County Public School System W-2 form issued in January of each year. The form shall be submitted to the attention of the district's Employee Services Director, with a copy to the Purchasing Department. In addition, a copy of each assigned Teacher's year-to-date (YTD) salary shall be provided in June of each year.

16.0 BASIS OF AWARD

Final award of this contract will be made to the offeror with the highest point score from the following listed criteria:

17.0 EVALUATION CRITERIA Maximum Point Value

Contracted Teacher Performance 30

Evaluations - Site Admin. 10

Evaluations/Recognition - from District Administration 10 related to teachers

Awards, Accolades, student achievement and 10 other recognition

Experience 10

Number of years with experience providing Contracted Teachers 5

Staff experience with Contracted teachers 5

Contracted Teacher Support 15

Demonstrated Support with current or past contracted teachers (i.e. Professional development, relocation assistance, etc.)

References 10

Cost 35

Percentage of full amount paid by district for Contracted teacher 25 that Contract Teacher actually receives (excludes administrative fee)

Administrative Fee 10

Total Points Available 100

18.0 EVALUATION AND SELECTION PROCESS

Submittals to the Request for Proposal will be evaluated on the responses to A through J above, and the following criteria: the qualifications of the responding firms and the assigned individual(s), with emphasis on knowledge of and experience with developing and implementing a contracted teaching program, specifically in the areas of Math and Science under circumstances similar to those described in this RFP,

and ability to provide low cost quality service to the SCCPSS. Fees and services may be subject to negotiation. SCCPSS reserves the right to use its discretion to eliminate offers that are deemed unacceptable. We will determine how well offers satisfy the scope of services required from the Vendor in terms of "responsiveness" to the requirements. We will rank offers, without consideration of price, from best to least qualified using the points listed above (unless otherwise specified) as an aid in conducting the evaluation. References will be considered in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award.

The offeror whose proposal meets or exceeds SCCPSS's services requirements will be eligible for award consideration. If we do not consider the price submitted in response to the RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to another Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, and other relevant factors.

19.0 NOTICE OF AWARD

The successful proposer shall not commence services under this Request for Proposal or any amendment hereafter until a written Notice of Award is issued by the Purchasing Director or her/his designee. If the successful proposer does commence any work or provide any services prior to receiving official notification, he does so at his own risk.

20.0 BRIBERY

No person or business entity shall be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Georgia or any other state of bribery or attempting to bribe an officer or employee of the City of Savannah, County of Chatham or State of Georgia or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.

No business shall be prohibited from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

21.0 DRUG-FREE WORKPLACE.

No offeror shall receive or be considered for the purposes of being awarded a contract from SCCPSS for the procurement of any property or services unless that contractor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance may become a vendor. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the District for at least one (1) year but not more than five (5) years.

22.0 PROPOSAL-RIGGING

A person commits the offense of proposal-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any proposal submitted or not submitted by such person or another to a unit of State or local government when with the intent that the proposal submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other

material term or terms of the proposal which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a proposal that is of such a price or other material term or terms that he does not intend the proposal to be accepted.

Proposal-rigging is a felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for five years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

23.0 AUDIT/RETENTION OF RECORDS

The successful offeror and its subcontractors shall maintain books and records related to performance of this Contract or subcontract and necessary to support amounts charged to the District in accordance with applicable law, terms and conditions of this Contract, and generally accepted accounting practice. The successful offeror shall maintain these books and records for a minimum of three (3) years after the completion of the Contract, final payment, or completion of any Contract audit or litigation, whichever is later. All books and records shall be available for review or audit by SCCPSS its representatives, the District's Internal Auditor, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. The successful offeror agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Contractor, or subcontractor, SCCPSS shall adjust future or final payments otherwise due. If no payments are due and owing to the Contractor, or if the overpayment exceeds the amount otherwise due, the Contractor shall immediately refund all amounts which may be due to SCCPSS. Failure to maintain the books and records required by this Section shall establish a presumption in favor of SCCPSS for the recovery of any funds paid by SCCPSS under the Contract for which adequate books and records are not available to support the purported disbursement.

24.0 BACKGROUND CHECK

The District may conduct criminal and driver history background checks of Contractor's officers, employees or agents who would directly supervise or physically perform the Contract requirements at District facilities. Any such officer, employee or agent deemed unsuitable by the District must be replaced immediately.

Current and Pending Contracts and Offers (bids and proposals). (a) Contractor shall identify each contract it has with other K-12 facilities in the State of Georgia by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate. (b) Contractor shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of governments by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

25.0 CONTRACT CHANGES

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

26.0 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.

27.0 STANDARD CONTRACT

Offeror's must submit with their proposal a copy of their standard contract for review by Savannah/Chatham County Public School System.

28.0 CONTRACT

The selected Offeror(s) may be required to execute a contract written for and by Savannah-Chatham County Public School System. The SCCPSS Board of Education may not execute the Offeror(s) standard contract. All proposals should contain a statement indicating the Offeror's willingness to accept a written contract. The Offeror should indicate if this RFP and the Offeror's written material could be included in the contract. Any exemptions to this requirement must be noted in the Offeror's response.

29.0 TERMINATION

WITH CAUSE: SCCPSS may demand that a Teacher be removed from his/her position at SCCPSS at any time, without prior notice, for Cause. "Cause" for such demand shall exist if Teacher has committed an act or omission that, in the sole judgement of SCCPSS, constitutes misconduct or is contrary to the best interests of SCCPSS and/or the education of its student, including, without limitation, gross misconduct, immoral behavior, insubordination, neglect of duty, incompetence, falsification of employment records, failure to maintain required certifications, dishonesty, a felony conviction or violation of any of SCCPSS' personnel policies. Termination for cause shall be immediate.

WITHOUT CAUSE: SCCPSS may terminate the services of any Teacher without cause upon thirty (30) school days' prior written notice. In lieu of providing notice, SCCPSS may elect, at its sole discretion, to pay the Salary for the thirty (30) day notice period.

BACKGROUND CHECK: All teachers placed hereunder shall provide to SCCPSS a properly executed Security Authorization form, drug test and fingerprints for a Fingerprint Security Check Authorization. Teachers with unsatisfactory results on any security review, drug or fingerprint test may be rejected by SCCPSS without penalty or payment of any fees or costs with respect to such teacher.

30.0 FISCAL FUNDING

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

31.0 INSURANCE

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

32.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP

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

33.0 REQUEST FOR INTERPRETATION

Interested offerors may contact the District to obtain clarification of the solicitation. All questions should be directed to Sabrina L. Scales, Interim Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the solicitation or to give information as to the requirements of the

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

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

34.0 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.

35.0 LITIGATION HISTORY

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past ten (10) years. This includes any lawsuits filed by current or former clients or customers within the past ten (10) years. If the issue(s) has been resolved, state the corrective action taken.

36.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

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

ATTACHMENT "B"

INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Public Education (“owner”) that minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs.

The following completed documents are to be submitted with all bids:

1. Proposed schedule of LMWBE (Exhibit #1)
2. Documentation of Good Faith Efforts (Exhibit #2)

The following completed documents are to be submitted with all bids if applicable:

1. Joint Venture disclosure requirement form (Exhibit #3)

The successful bidder will be required to submit in duplicate and one copy submitted with contractor’s request for monthly and final payments and the second copy directly to the cooperative minority and women business development program.

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

A Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

The School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

For more information regarding how to best provide opportunities for business growth and development for local and disadvantaged business enterprises, please contact:

Gail Delaney
Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)
email: gdelaney@savannahga.gov

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: _____ BID NO.: _____

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	Yes or No If no, please explain:
Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.	Yes or No
Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.	Yes or No If no, which agencies were used to identify potential LMWBE Subcontractors?
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	Yes or No
Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.	Yes or No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

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