Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for Document Destruction Services Annual Contract. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to 1/14/2016 2:00 PM, at which time they will be publicly opened and examined. If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with “No Bid.”

Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will not be accepted. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. Late bids 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 bids will not be considered and will be returned unopened to the bidder.

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

All bids must be submitted in a sealed envelope with the bid number, bid name, and the closing date and time clearly marked on the outside. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above. If you wish to receive a copy of the bid results, enclose a self-addressed stamped envelope and a bid tabulation will be returned to you.

Please include in the bid package a copy of firm’s current business license and certificate of insurance. Bidders shall file all documents necessary to support their bid and include them with their submission.

If you have any questions concerning this bid, please submit them in writing to Paige Kriewall at the address above or fax them to (912) 201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Sincerely,

Sabrina Scales, CPPB
Purchasing Director

Mission - To ignite a passion for learning and teaching at high levels.
Vision - From school to the world: All students prepared for productive futures

"AN EQUAL OPPORTUNITY EMPLOYER"
INVITATION TO BID # 16-49

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for Document Destruction Services Annual Contract as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. 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 bidder 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 bid.

NOTE: Although pricing will weigh heavily in the award of this contract, bidders will have to meet lead time, service and quality criteria to be considered a "responsible" bidder who is eligible for award. In the event the bidder wishes to provide items specified(s) above and beyond the stated requirements of this bid at "no cost" to the Board, these services should be identified and included in the bid response.

B. Shipping, Delivery, Terms of Payment & Invoicing

The Board requires orders to be shipped F.O.B. destination to the designated site. Since the successful bidder(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the bidder.

Bidders shall guarantee delivery of supplies 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.

Title and risk of loss to the items shall remain with the bidder until the items in a completed state have been delivered to and accepted by the Board.

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

1. Purchase Order Number
2. Bid Number
3. Serial Number (as applicable)
4. Part Number/Description/Nomenclature
5. Quantity Ordered
6. Quantity Shipped
7. 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 bidder(s) should not invoice until one shipment has been made for all items on order.

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.
C. General Specifications/Scope of Work

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

When reference is made in the bid 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 a bidder is offering another manufacturer and/or model number other than stated in the specification, the bidder 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 bidder. 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.

Bids 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 bidder but shall put the bidder on notice to inquire of or identify the same from the Board.

D. Discontinuation of Equipment

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

E. Submittal of Objections

Objections from bidders to this Invitation to Bid and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The bidder shall submit any objections in writing not less than (5) days prior to the opening of the bid. The objections contemplated may pertain to form and/or substance of the ITB documents and specifications. Failure to object in accordance with this procedure will constitute a waiver on the part of the bidder to protest this Invitation to Bid.

F. ITB Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
ATTN: Paige Kriewall, Purchasing Agent
208 Bull Street, Room 213
Savannah, GA 31401
FAX No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will be mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, January 5, 2016. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the seventy-two (72) hours prior to the date and time set for opening bids.

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

G. Failure to Respond

If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "No Bid."
H. **Errors in Bids**

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

I. **Standards of Acceptance of Bid Proposal for Contract Award**

The Board reserves the right to reject any and all bids 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 bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation show it is not in a position to perform the contract.

J. **Compliance With Laws**

The bidder 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 bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.

K. **Indemnity Provisions**

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder 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. Bidders 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.

L. **Cancellation/Default of Contract**

In the event the successful bidder, 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 at least thirty (30) days before that termination date. 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.

M. **Certification of Independent Price Determination**

By submission of this proposal, the bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:

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 bidder or with any competitor;

2. The pricing structure which has been quoted in this proposal has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises (LMWBE) who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs.

The Board expects that prime contractors on district construction projects make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers. The Board also promotes capacity building within the local construction community and encourages the use of partnerships.
teaming and mentorships to provide LMWBES with relevant and necessary experiences to grow their businesses.

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

O. “Responsive" Bidder Criteria

- Availability of Products/Services
- Warranties/Guarantees
- Ability to Meet Equipment Specifications/Bid Conditions
- Documented Quality of Product and Manufacturer
- Service and Support Capability

P. Qualification of Bidder

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

Q. Bid Clarification

The Board reserves the right to request clarification of information submitted and to request additional information from any and all bidders.

R. Compliance with Specification/Terms and Conditions

The Invitation to Bid, Legal Advertisement, General Terms and Conditions, Bid Submittal Instructions, Special Terms and Conditions, Specifications, Attachments to Bid, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidder's proposal or bid and by reference are made a part hereof.

S. Award of Contract

The contract, if awarded, will be awarded to the responsible bidder submitting the lowest pricing structure. Product quality, service issues and other factors stipulated above in Condition “O” must be met to the satisfaction of the Board for a bid to be considered responsive. Moreover, the Board will award the contract to the next most qualified bidder if the selected bidder is unable to execute a contract and provide delivery within the time parameters specified in this ITB.

In the case of a tie, bids shall be awarded on the following criteria:

1. Savannah-Chatham County Minority/Women Business Enterprise
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

If no bidders meet any of the above criteria, then tie bids will be awarded by means of a coin flip performed by the Purchasing Agent and witnessed by one other Board employee.

Any contract resulting from the acceptance of a bid shall contain, at a minimum, all applicable provisions of this Invitation to Bid.

The successful bidder will be notified on the award of this contract by a Notice of Award letter from the Director of Purchasing or his/her designee.

The successful bidder shall not accept purchase orders under this Invitation to Bid or any amendment hereafter until a written Notice of Award is issued by the Purchasing Director or his designee. If the successful bidder does ship material or provide any services prior to receiving official notification, he does so at his own risk and the District shall not be held liable.

T. Vendor Performance

The successful bidder(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 bids.
U. Signed Bid Considered Offer

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

II. Bid Submittal Instructions

All bids 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 bid to be deemed unresponsive and therefore, be excluded from consideration. Any proposed deviation from the requested item/scope of services 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 bid with a phone number where that person may be reached. include this form as the first page of the submittal.

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

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

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

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

B. Completion of Bid Submittal Form

For each item listed on the Bid Submittal Form, include the manufacturer and part number being bid and the unit cost for each item listed.

C. Bid Preparation and Submittal

All bids 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 a sealed envelope, which is plainly marked with the bid number and title, and date and time of bid closing. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above.

- Submitted on bid submittal forms as included in this ITB and in accordance with instructions stated above.

- Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Closing date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility and risk for having the bid deposited on time and at the place specified on the first page of this ITB. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. Late bids will be returned unopened to the bidder.

- Bids submitted by facsimile transmission will not be accepted.

- Considered an irrevocable offer for a period of one hundred twenty (120) days from the date of public bid opening.

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

Bidders shall provide two (2) copies of submitted bid 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 bid proposal.
III. Special Terms and Conditions

The bidder agrees that the Board shall have the right to place purchase orders referencing 16-49 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 on an item by item basis, whichever in the best interest of the Board.

A. Pricing

The bidder shall provide a unit price for each item on this ITB 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 ITB.

B. Performance Bonds

If the specifications so state, the successful bidder may be required to furnish a performance bond equal to the full amount of the contract guaranteeing the faithful performance of such a contract. The performance bond shall be submitted to the Board upon execution of the contract and shall be maintained in full force and effect until the contract has been completed. The cost of the performance bond shall be borne by the successful bidder. The surety company furnishing such a bond shall be authorized to do business in the State of Georgia.

C. Samples/Demonstrations

The Board reserves the right to request samples after bids 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 bidder’s expense. A request for the return of samples must be made within 10 days following the opening of the bid. A call tag must be furnished and all shipping costs shall be at the bidder’s expense. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and part/model number.

The Board, at its discretion, may request a demonstration of offered equipment prior to bid award. This demonstration shall be at the expense of the bidder.

D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 12 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.
BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB # 16-49

The undersigned bidder certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this Invitation to Bid; and further certifies that the proposal submitted is in accordance with all documents contained in this Invitation to Bid package, and that any exception taken thereto may disqualify his/her proposal.

This _______ day of ___________________, 20____. By ________________________________

Name (printed)                       Signature

Title

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

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.

☐ Local          ☐ Woman
☐ African-American ☐ Hispanic
☐ Majority       ☐ Non-Local

**HOW DID YOU HEAR ABOUT THIS ITB?**  (This information is for statistical use only.)

☐ City of Savannah, Dept. of Economic Development       ☐ The Herald Legal Ad
☐ Received Request by Mail                              ☐ The Savannah Tribune Legal Ad
☐ Visiting the Purchasing Office                        ☐ Savannah News Press Legal Ad
☐ Other: ____________________________

Name, Title ____________________________ Authorized Signature ____________________ Date _______ / _______ / 20____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____________________________DAY OF ____________________, 20____

___________________________________________ Notary Public; My Commission Expires:

FORM 1
In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

☐ Specifications- Restrictive, too “tight”, unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*

☐ Manufacturing- Unique item, production time for model has expired, etc.

☐ Bid Time- Insufficient time to properly respond to bid or proposal.

☐ Delivery Time- Specified delivery time cannot be met.

☐ Payment - Payment terms unacceptable. *(Please be specific)*

☐ Bonding - We are unable to meet bonding requirements.

☐ Insurance - We are unable to meet insurance requirements.

☐ Removal - Remove our firm from your bidders list for the particular commodity or service.

☐ Keep - Please keep our company on your bidders list for future reference.

☐ Project is:________ Too Large ________ / Too Small ________ / Site or Location is Too Distant

☐ Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*

VENDOR STATEMENT:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

CONSTRUCTION PROJECTS ONLY: Our Company is interested in this project as a:

☐ Prime Contractor ☐ Sub-Contractor ☐ Supplier/Distributor

Bid/RFP Number: __________________________ Title: __________________________

________________________________________________________________________

Signature/Title

________________________________________________________________________

Company Name

________________________________________________________________________

Telephone Number

SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT

Telephone (912) 395-5572 Fax (912) 201-7648

FORM 2
REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: ________________________________
   Contact Person: ________________________________
   Phone Number: ________________________________  FAX Number: ________________________________
   E-Mail Address: ________________________________

2. Company Name: ________________________________
   Contact Person: ________________________________
   Phone Number: ________________________________  FAX Number: ________________________________
   E-Mail Address: ________________________________

3. Company Name: ________________________________
   Contact Person: ________________________________
   Phone Number: ________________________________  FAX Number: ________________________________
   E-Mail Address: ________________________________

4. Company Name: ________________________________
   Contact Person: ________________________________
   Phone Number: ________________________________  FAX Number: ________________________________
   E-Mail Address: ________________________________

5. Company Name: ________________________________
   Contact Person: ________________________________
   Phone Number: ________________________________  FAX Number: ________________________________
   E-Mail Address: ________________________________

6. Company Name: ________________________________
   Contact Person: ________________________________
   Phone Number: ________________________________  FAX Number: ________________________________
   E-Mail Address: ________________________________

7. Company Name: ________________________________
   Contact Person: ________________________________
   Phone Number: ________________________________  FAX Number: ________________________________
   E-Mail Address: ________________________________

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

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 (name of public employer) 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:

Date ________________, 201________

in ____________________________, and ____________________________, 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 REPUBLIC

My Commission Expires

FORM 4
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

Date______________________________, 201________________

in __________________________, and __________________________,

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 REPUBLIC

My Commission Expires

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

FORM 5
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 Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ______________, ____________

Date

in __________________________, and __________________________

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 REPUBLIC

My Commission Expires

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

FORM 6
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, _______________________________, of _______________________________,

Name of Individual Title & Authority 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.

FORM 7
BID SUBMITTAL FORM

ITB # 16-49

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Price Per Box *</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15&quot; x 12&quot; x 9 5/8&quot; Standard Banker Box</td>
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<td>2</td>
<td>11&quot; x 10&quot; x 18&quot; Copy Paper Box</td>
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<td>3</td>
<td>15&quot; x 10&quot; x 24&quot; File Box</td>
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<tr>
<td>4</td>
<td>15&quot; x 12&quot; x 9 5/8&quot; Standard Banker Box for Electronic Media items such as: DVDs, CDs, 3.5&quot; and 5.25&quot; floppy disks, VHS cassette tapes, thumb/flash drives.</td>
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*Bid price is "all inclusive" for turnkey services and includes document retrieval, document destruction, material disposal, overhead, licensing, insurance, gasoline, freight (as applicable), equipment, travel time and labor.

NOTIFICATION REQUIRED: ______________________ /DAYS

MINIMUM NUMBER OF BOXES PER JOB: ________________

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of one hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To hold my prices firm for the duration of the contract.

Delivery made within __________ after receipt of authorized purchase order.

Standard Payment Terms: 2%10 Net 40

Signature: __________________________________________

Name of individual submitting bid: ____________________________

Title of individual submitting bid: ___________________________

Firm submitting bid: ______________________________________

Address: ________________________________________________

City: ___________________ State: ______ Zip: ______

Telephone Number: _______________________________________

Fax: ___________________________________________________
ATTACHMENT "A"

SPECIFICATIONS

ITB # 16-49

Document Destruction Services Annual Contract

1.0 GENERAL INTENT
The purpose of this solicitation is to establish specifications for an annual contract for "On Site" document shredding services for the Savannah-Chatham County Public School System, herein after referred to as "BOARD." Successful Bidder, herein after referred to as "CONTRACTOR" will be responsible for performing Mobile "On Site" Shredding Services required on an "As Needed" basis.

The Board requires secured shredding services to protect confidential taxpayer, client, student and internal information. The shredding services will comply with the latest version IRS publication 1075 (www.irs.gov/pub/irs-pdf/p1075.pdf) and current Health Insurance Portability and Accountability Act (HIPAA) regulations. Bidders responding to this ITB must be certified by the National Association of Information Destruction, Inc. (NAID-reference website www.naidonline.org.)

All specifications listed herein shall supersede any specifications previously stated in general terms and conditions.

2.0 CONE OF SILENCE
From the issue date of this Invitation for Bid 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 Invitation for Bid. Violation of this provision may result in rejection of the supplier’s response.

3.0 CONFIDENTIALLY
Confidentiality of all information is required. Therefore, the Contractor will not inspect, view, peruse, copy, or examine any confidential material or documents whether designated for shredding or disposal or not. In addition, the Contractor will not otherwise disclose, release or communicate any confidential information to any third person, individual, organization or entity not employed by and approved by the Board. Should any violation or breach of this provision occur, such shall constitute cause for immediate termination of the contract upon receipt of written notice by the Contractor. The Contractor shall maintain confidentiality in accordance with the best industry practices in compliance with federal and state laws, and in compliance with the National Association for Information Destruction (NAID) requirements for Contractor certification. The Contractor’s personnel designated to work with confidential records are required to sign a statement of confidentiality guaranteeing nondisclosure of information prior to performing any work described in this contract. The confidentiality statement will be made available for viewing by the Board.

4.0 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.

5.0 BACKGROUND INVESTIGATION
Contractor is required to conduct a criminal background check on all employees providing services under a resulting contract where services will be performed on school property. Proof of clearance must be provided to the Board prior to the commencement of any services.

6.0 SUB-CONTRACTING
SERVICES PERFORMED AT BOARD FACILITIES UNDER A RESULTING CONTRACT MAY NOT BE SUBCONTRACTED OR ASSIGNED.

7.0 NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION
Certification by NAID is required. Bidder is required to enclose a copy of current NAID certificate with bid submission. A lapse of NAID Certification during the term of the resulting contract shall constitute cause for immediate termination of the contract upon receipt of written notice by the Contractor.

8.0 SCOPE OF SERVICES - "ON DEMAND" MOBILE ON SITE SHREDDING SERVICES
Successful Contractor will provide Mobile "On Site" document destruction services based "On Demand" or "As Needed" to purge records for the duration of the contract. For the purposes of this contract, "On Demand" Mobile on site document destruction
services refers to bulk shredding or occasional shredding services that do not require Contractor provided security bins or a recurring pick-up schedule. The method of shredding is to be cross-cut, confetti-cut, particle-cut, pierce-and-tear or other method of shredding that meets NAID specifications which results in confetti-sized pieces, so documents or electronic media cannot be reproduced.

Detailed Scope of Service requirements include, but are not limited to:

8.1 Scheduling Services - The Board will contact the Contractor for pre-scheduling of one-time mobile shredding services at least 48 hours in advance. Pick-up will take place between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday, local time, excluding Federal, State, and School holidays. No services will be scheduled on school testing days.

8.2 Access to Facility Sites - Documents to be shredded on-demand shall be collected from within Board facility by Contractor and removed from the building for shredding on site premises.

8.3 Equipment - The contractor shall have all equipment required to perform all aspects of the document retrieval and destruction process. The Board will not provide any hand trucks, equipment and/or labor to assist the Contractor.

9.0 BOARD RESPONSIBILITIES AND REQUIREMENTS

9.1 Access to Facilities and Scheduling – The Board will allow access to each facility to retrieve document storage boxes. Some facilities may have security requirements that may cause a slight delay prior to gaining access. Pick-up hours are 9:00 A.M. until 4:00 P.M., Monday through Friday, local time, however, the Contractor will make arrangements with Facility Representatives to ensure that shredding is completed at a mutually acceptable date and time within this time frame. Contractor personnel shall comply with individual site security procedures. No services will be scheduled on school testing days.

9.2 Document Preparation – The Board is responsible for making the documents available for shredding in industry standard size document storage boxes that will allow for convenience of movement. Board employees will be responsible for the preparation of documents such as removing documents from file cabinets, removing binder clips, paper clips and placing documents in boxes or containers prior to Contractor arrival. The Board will not be required to remove staples and/or contents from file folders. In addition, the Board will not be responsible for sorting of paper and/or materials prior to destruction.

9.3 Electronic Media Preparation – The Board is responsible for making the electronic media available for shredding in industry standard size document storage boxes that will allow for convenience of movement. Board employees will be responsible for the preparation of electronic media such as removing CDs and DVDs from outer cases and placing in boxes or containers prior to Contractor arrival.

10.0 MOBILE VEHICLE SECURITY
The Successful Contractor's vehicle must be specifically designed for shredding services. The vehicle(s) shall have lockable cabs and will have fully enclosed and lockable refuse boxes. The vehicle will be clearly marked with the corporate logo and/or company name and will remain locked when unattended.

11.0 EQUIPMENT SECURITY
The Successful Contractor's shredding equipment must have the capacity to handle the volume of material generated or produced through the course of government business and must safely and completely destroy all materials whether stapled, clipped, bound, etc. The shredding equipment must convert the material into small confetti size unreadable pieces which are mixed, compressed and secured until destroyed. The shredded material will be taken to the Contractor's facility, or to an off-site facility where it will be permanently destroyed by burning, mulching, pulping, or disintegrating. All shredded material that is capable of being recycled shall be the responsibility of the Contractor.

12.0 WITNESSED SHREDDING SERVICES
All materials submitted for shredding are considered confidential. A Board employee shall be required to witness the shredding process.

13.0 EXPERIENCE, CERTIFICATION AND REFERENCES
Bidder must clearly demonstrate and certify that they have a minimum of three (3) years experience in mobile on-site confidential document destruction services in compliance with HIPAA regulations and NAID. Bidder shall identify in bid submittal the following: the number of years experience in providing document destruction services; the number of years experience in providing mobile document destruction services, any industry related certifications, licenses, bonding and insurance, and a minimum of three (3) references from customers with requirements similar to or the same as those requested by the Board.
14.0 PERSONNEL
The Successful Contractor will provide supervised and uniformed personnel that are fully trained, licensed, and bonded to perform Mobile on-site document destruction services. The Contractor’s vehicle shall be clearly marked to indicate that it is the Contractor’s vehicle. All employees of the Contractor shall be uniformed in company attire and shall carry visible photo employee identification at all times. Board documents must be attended by a Company employee and/or physically secured at all times.

15.0 CERTIFICATE OF DESTRUCTION
The Contractor must provide to the Board a Certificate of Document Destruction each and every time that shredding is performed. A sample certificate must be attached to bid response. The Certificate of Document Destruction, at a minimum, will identify:

15.1 Location of Board Facility
15.2 Address of Board Facility
15.3 Date of Service
15.4 Number and size of boxes shredded
15.5 Signature and Title of Contractor Employee Performing services
15.6 Signature of Facility Representative
15.7 Witnesses (as applicable)

16.0 SAMPLES
A sample of a shredded document and electronic media MUST be submitted with bid response. Each sample should be provided separately and not mixed. The method of shredding is to be cross-cut, confetti-cut, particle-cut, pierce-and-tear or other method of shredding that meets NAID specifications which results in confetti-sized pieces, so documents or electronic media cannot be reproduced.

17.0 BASIS FOR AWARD
Award will be issued to the bidder who meets or exceeds specifications and offers the lowest net cost to the Board. The Board reserves the right to accept the bid which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest bid.

18.0 BID ACCEPTANCE PERIOD
A one-hundred twenty (120) day period from bid 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.

19.0 PERFORMANCE PERIOD
This bid will establish a contract to remain open for one year beginning with date of contract award. The district reserves the right to extend for two (2) additional one-year periods at the same terms and conditions, if agreed to by both parties. Prices submitted for this bid shall be firm for a period of one (1) year beginning from contract award date.

The Savannah-Chatham County Public School District will not honor or consider any price increase, fuel surcharge or add-on costs during the established performance period. Bidders must submit a firm fixed price. Price increases will only be considered at contract renewal time and may be cause for non-renewal.

20.0 TRANSITION PERIOD
Due to the nature of our purchasing process, oft times a transaction period is required during the evaluation period, final contract negotiations or contract award and execution. The successful vendor shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period.

In addition, if the current provider is not the successful bidder, 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.

21.0 PRICING
Bidders shall submit pricing as outlined on the bid submittal form. Bid price is "all inclusive" for turnkey services and includes document retrieval, document destruction, material disposal, overhead, licensing, insurance, gasoline, freight (as applicable), equipment, travel time and labor. If it is standard business practice to sell or otherwise earn profits from the disposal of recovered or recyclable materials, the contractor shall transfer revenue earned in the form of reduced rates. The Board will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.
22.0 OCCUPATIONAL SAFETY AND HEALTH ACTS
Contractor(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

23.0 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.

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

25.0 MINIMUM CONTRACTOR QUALIFICATIONS
The contractor shall be established in the business of providing the requested commodity.

26.0 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.

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

28.0 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 for all contracts with a county must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual.

Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

29.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID
If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, 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 addendum and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System’s Purchasing Department. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid 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).

30.0 REQUEST FOR INTERPRETATION
Interested bidders may contact the District to obtain clarification of the bid. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648, on or before the close of business on Tuesday, January 5, 2016. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders who requested the bid. No questions will be answered by telephone or email.

Due to the large number of vendors listed in certain categories of the Board vendor's list, not all vendors will necessarily be sent a notice each time an Invitation to Bid is issued. The onus rests on the vendor to view the SCCPSS website, www.sccpss.com, frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; www.sccpss.com, click on
31.0 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.

32.0 TERMINATION FOR CAUSE/DEFAULT
In case of failure to perform the service in accordance with the contract’s terms and conditions, the Board, after due oral or written notice, may procure them from other sources and hold the successful bidder(s) 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 successful bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the successful 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 successful bidder. The Board may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to the Board from the vendor is determined.

33.0 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 successful bidder, 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 bidder 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 bidder of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed service.
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<td>Tybee Island Maritime Academy</td>
<td>714 Lovell Ave.,</td>
<td>Tybee Island</td>
<td>31328</td>
</tr>
<tr>
<td>OTHER EDUCATIONAL CENTERS</td>
<td></td>
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<tr>
<td>Coastal GA Comp. Acad.</td>
<td>2001 Cynthia St</td>
<td>Savannah</td>
<td>31415</td>
</tr>
<tr>
<td>Massie Heritage</td>
<td>207 E Gordon St</td>
<td>Savannah</td>
<td>01</td>
</tr>
<tr>
<td>Oatland Island</td>
<td>711 Sandtown Rd</td>
<td>Savannah</td>
<td>10</td>
</tr>
<tr>
<td>Woodville-Lower Campus</td>
<td>402 Market Street</td>
<td>Savannah</td>
<td>08</td>
</tr>
</tbody>
</table>
Central Office
208 Bull Street

Academic Affairs
Academic Affairs - Elementary Education (School Governance)
Academic Affairs - Secondary Education (School Governance)
Academic Affairs – Curriculum and Instruction
Academic Affairs - Exceptional Children (Specialized Education)
Academic Affairs – Gifted Education (Specialized Education)
Academic Affairs
Data and Accountability
Accountability, Assessment, and Reporting (Office of Accountability)
Finance
Finance - Accounts Payable
Finance – Accounting and Auditing
Athletics
Benefits
Board Office
Finance - Budget Office
Campus Police Dispatch Office
Communications
Support Services – Facilities
Support Services - Operations
Human Resources
Internal Audit
Payroll
School Nutrition
Student Affairs
Purchasing
Risk Management
Office of the Superintendent

Maintenance and Operations
2219 Gamble Road

Whitney Administrative Complex
2 Laura Avenue

Mail Distribution
Print Center
Student Hearing Office
Professional Learning Office
Records Management

Woodville-Tompkins Annex
101 Wheathill Road (formerly listed as Priscilla B. Thomas Way)

Campus Police – Main Office
Office of Accountability (Accountability, Assessment, and Reporting)

Building Bridges Program - Middle School
100 Wheathill Road – Groves High Campus

Lower Woodville-Tompkins
402 Market Streets

Title I Office (Compensatory Programs)
CTAE Office
Building Bridges Program – High School
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 LMWBEs 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 Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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

1. Proposed schedule of LMWBE participation (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 Formney, Phone: (912) 236-1766 and email sylvesterf@vanconl.com.

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

Savannah Entrepreneurial Center  
801 E. Gwinnett Street  
Savannah, GA 31401  
Phone: (912) 652-3582

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 Bidders or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this ITB.

Bid # 16-49 | Page 25
ATTACHMENT “C” – Exhibit #1
PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: ________________________________ BID #: 16-49
PROJECT TITLE: ________________________________ TOTAL BID AMOUNT: $ _________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>SUBCONTRACT VALUE</th>
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<tbody>
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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.
NAME OF BIDDER: ________________________________  BID #: 16-49

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:

<table>
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<tr>
<th>Requirement</th>
<th>Yes or No</th>
<th>If no, please explain:</th>
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<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</td>
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<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.</td>
<td>Yes or No</td>
<td>If no, which agencies were used to identify potential LMWBE Subcontractors?</td>
</tr>
<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
<td>Yes or No</td>
<td></td>
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<tr>
<td>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.</td>
<td>Yes or No</td>
<td></td>
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<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td></td>
<td>Please explain efforts:</td>
</tr>
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</table>
ATTACHMENT “C” – Exhibit #3
JOINT-VENTURE DISCLOSURE STATEMENT

NAME OF BIDDER/PROPOSER:  

BID #: 16-49

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.

<table>
<thead>
<tr>
<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
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</table>
ATTACHMENT “C” – Exhibit #4
LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: ________________________________  BID #: 16-49

PROJECT TITLE: ____________________________________________________

DATE: ____________________  PROJECT LOCATION: ___________________

CONTRACT AMOUNT: $ __________________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>MONTHLY PAYMENTS</th>
</tr>
</thead>
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CUMULATIVE LMWBE MONTHLY REPORT: $ __________________________

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 Exhibit 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.