Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for Charter Bus 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 1/21/2016 2:00:00 PM, at which time they will be publicly opened and a list of offerors registered. If offeror 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. Offerors are to clearly mark the outside of your envelope with "No Response".

Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be not be accepted. 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. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. 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 and will be returned unopened to the offeror.

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 a sealed envelope with the proposal name, and the closing date and time clearly marked on the outside. If proposal 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 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 firm's current business license and certificate of insurance. Offerors shall file all documents necessary to support their proposal and include them with their submission.

If you have any questions concerning this proposal, please submit them in writing to Bethany Burnett 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 proposal will be appreciated.

Sincerely,

[Signature]

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"
REQUEST FOR PROPOSAL #16-07

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 Charter Bus Services (Annual Contract) as specified in this Request for Proposal (RFP). The successful offeror(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.

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.

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

1.) Purchase Order Number
2.) RFP 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 offeror(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
Attention: 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.: Bethany Burnett, 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 RFP. Copy of such addenda will mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, Wednesday, January 6, 2016. 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 before the seventy-two (72) hours prior to the date and time set for opening proposals.

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, please complete and return the Certification Form and the No Bid Statement Form included in this package. Offerors are to clearly mark the outside of your envelope with "No Response".
I. **Receipt & Registration of Proposals**

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

J. **Errors in Proposals**

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

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

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

L. **Compliance With Laws**

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

M. **Indemnity Provisions**

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

N. **Cancellation/Default of Contract**

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

O. **Certification of Independent Price Determination**

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

1. The pricing structure in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

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

3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
P.  **Local and/or Minority/Women Business Enterprise (LMWBE)**

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises (LMWBEs) 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.

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 to:

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.

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 Purchasing Agent 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 Charter Bus 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.

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

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. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. 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 one hundred twenty (120) 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 copies of submitted proposal containing all pertinent documentation. The number of copies required shall be as stated in Attachment "A". 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 RFP #16-07 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 twelve (12) months 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.
The undersigned offeror certifies that he/she has carefully read the preceding list of instructions to offerors and all other data applicable hereto and make 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 __________ day of ___________________, 20 ____. By __________________________

_________________________  __________________________
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

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 Savannah Tribune Legal Ad
☐ Received Request by Mail  ☐ Savannah News Press Legal Ad
☐ Visiting the Purchasing Office  ☐ Other: __________________________

_________________________  __________________________
Name, Title  Authorized Signature  Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________________________ DAY OF ___________________, 20 ______

_________________________  Notary Public; My Commission Expires: __________________________

FORM 1
SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT
NO BID STATEMENT

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 need 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:

☐ 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 5
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:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Authorization</td>
</tr>
<tr>
<td>Name of Contractor Name of Project</td>
</tr>
<tr>
<td>Name of Public Employer</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date</th>
<th>201</th>
</tr>
</thead>
</table>

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

Mr Commission Expires

FORM 4
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__

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 SUBCONSULTANT/SUPPLIERS

FORM 5

RFP #16-07 | Page 12
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

______________________________
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 REPUBLIC

My Commission Expires:

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

FORM 6

RFP #16-07 | Page 13
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
Please Note: The proposal submittal form and Attachment “A” supersede any information stated in the General Terms and conditions of this solicitation document.

All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a Technical Evaluation Review Committee. The District will not consider proposals from any firm or offeror who lacks accreditation or authorization to provide the supplies and/or services requested or who fails to meet the minimum qualification requirements.

FORMAT OF RESPONSES:

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

A. Executive Summary/Cover Letter
B. Business Profile
C. Firm Experience and Capabilities
D. Condition and Amenities of Vehicles
E. Variety of Additional Services Offered
F. Required Schedules and Attachments

Offerors must submit a complete response to include one (1) unbound original and five (5) copies to:

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

STEP 1: TECHNICAL PROPOSALS (Total Possible Points 70):

SECTION A: Executive Summary/Cover Letter – Not Scored
The Executive Summary/Cover Letter of the Proposal shall be limited to two (2) single spaced typewritten pages. The purpose of the Executive Summary/Cover Letter is to introduce the company, including the corporate name, address, telephone number of the corporate headquarters and local office and to provide a brief description (summary) of the offeror’s ability to meet the requirements of the RFP.

SECTION B: Business Profile – Total Possible Points 10
Describe in this Section, the business organization, who will serve as major project participants, and their respective roles:

A. Business Organization Provide a brief description of the firm, its history, and a statement which describes the firm’s experience in providing Charter Bus Services.

B. Business Information State the full name, address, telephone number, fax number, and email address for the firm and/or subordinate firm that will perform or assist in performing the services described herein. State if the firm has operated under a different name within the past ten (10) years. If so, state the name that the firm previously operated under.

C. Account Representation Provide the name(s), title(s), address, phone number, fax number, and email address of the primary company representative(s) to be contacted regarding proposal response.

D. Customer Service Identify who will serve as the District’s primary account representative and the name, address and phone number for whom all contract related correspondence will be forwarded. The Customer Service representative shall serve as the main point of contact in assisting the end user at each school site with product research, product issues, back order status, invoice discrepancies, problem resolution, contract discount price quotes, etc. Customer Service Representative Information will be identified on the District’s Intranet Site upon award of a contract.

E. Service Center Location State the name, location, address, phone number, fax number, and email address of the Service Center that will be handling all Charter Bus Service Requests.

F. Organizational Changes State what changes have occurred in the firm over the past six (6) months in regard to staff, organizational structure, capital, etc., and any reason for the changes. Also state any additional changes that the firm will implement over the next six (6) months.
G. **MWBE Commitment.** Describe your firm’s commitment to MWBE and local businesses. Identify if your company is Certified by another agency as a MWBE and if so, what agency, and MWBE Certification Classification (i.e. Local; Woman Owned; African-American, Asian-American, etc.)

H. **Agreement Terminations.** Describe complete details of any contract that has not been renewed or has been terminated with your firm within the past five (5) years. State the reason(s) for the termination or non-renewal.

**SECTION C: Experience and Capability - Total Possible Points 25**

In this section, describe the firm’s experience in providing Charter Bus Services and its capability to meet the District’s objectives. State the number of years experience in providing Charter Bus Services to organizations or entities of similar size, scope and type. Discuss your firm’s qualifications and indicate the number of years that the firm has been providing Charter Bus Services to include:

A. **Experience** Describe your firm’s experience in providing Charter Bus Services to educational, government or municipal agencies (preferably within the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District. Elaborate on experience with group bookings for schools, athletic functions, educational field trips, and other extracurricular and social activities.

B. **Client Base** Identify the size of your firm, the years firm has been in business, the size of your current customer/client base and the size of your sales/customer service staff.

C. **Vacations/Absecess** Describe the process that will be utilized by your firm to assure that sufficient staffing levels are maintained so that scheduled vacations or unexpected illnesses do not interfere with the services to be provided under a resulting contract.

D. **Financial Capability** Provide documentation that will allow the District to determine that your firm has sufficient resources and the financial stability to perform the services requested. Approved documentation includes copies of the firm’s Annual (audited) Financial Reports and/or irrevocable letters of credit. This information shall remain confidential and will not be made part of the public record.

E. **Client References** Provide a list of five (5) current or past K-12 Educational clients that your firm has provided Charter Bus Services to within the past five (5) years. Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name, the name, address, phone number, fax number, email address (if known) of the agency representative, the annual dollar volume with each client, and the ordering and delivery methods used with each. The District reserves the right to contact any reference provided.

F. **Litigation History** Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

G. **Current Service Commitments/Responsibilities** State what existing contractual agreements that your firm currently has and identify the responsibilities and time (%) that each proposed team member (i.e. account representative, account managers, etc.) will need to dedicate to each of those agreements.

H. **Condition and Amenities of Vehicles** Provide specification sheets detailing features for the model of vehicle offeror’s company will provide. Offeror shall provide a complete inventory of vehicles available with details to include make, model, year, and mileage for each vehicle.

**SECTION D: Project Understanding and Methodology - Total Possible Points 25**

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

A. **Compliance with Specifications/Scope of Service Requirements** Describe how your firm will comply with the specifications and Scope of Service requirements emphasizing your firm’s knowledge and experience in providing Charter Bus Services to K-12 educational, municipal and/or governmental agencies.

B. **Cancellation Policy, Roadside Emergencies/ Breakdowns, Invoice Discrepancies, and Problem Resolution** Briefly describe your company’s cancellation policy, procedure for roadside emergencies and breakdowns, your firm’s standard operating procedure for handling invoice discrepancies and problem resolution.

C. **Exceptions** If there are any exceptions to the scope of service requirements on Attachment A. Please explain what they are and why they exist.

G. **District Responsibilities** Describe in detail, what assistance will be required by District staff for your firm to comply with the Scope of Service requirements described herein to ensure an orderly contract transition.

H. **Limitations to Services**. Describe any limitations that your firm may have in providing the services requested herein.
I. Technology and Report Capabilities Description your firm's software, technology, and online ordering and report capabilities. Attach a sample of a "quarterly" agency sales report and/or samples of reports that will be available to and provided to the District under a resulting contract.

J. Additional Services Describe any additional services that will be provided to the Savannah-Chatham County Public School System, at no additional cost, upon the award of a contract.

K. "Best Practices" Describe your firm's customer service standards, philosophy and guidelines and your interpretation of "Best Practices".

SECTION E: Variety of Additional Services Offered—Total Possible Points 5
In this section, provide the key reasons why you believe that your firm should be selected by the District to provide Charter Bus Services. Emphasize qualities and traits that make the firm unique, or gives it special advantages over other proposing firms. Attach any supplemental documentation that you believe is relevant. Explain if you have vehicles for long-distance trips with restroom facilities and video capability. Extended trip amenities, driver assistance in loading/unloading, lodging arrangements, tour guide arrangements, tour itinerary service, etc.

SECTION F: Schedules and Attachments—Total Possible Points 5
The following forms, certifications and licenses are required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

- Five (5) References of K-12 educational agencies of similar size, preferable located within the State of Georgia. (Form 3)
- Certification Form (Form 1)
- MWBE Form (Form 1)
- Contractor Affidavit under O.C.G.A. 13-10-91(b)(1) (Form 4)
- Disclosure of Responsibility Statement (Form 7)
- Certificate of Insurance (The District shall be listed as additional insured and Certificate Holder).
- Copy of Current Business License/ Tax Certificate (i.e. where home office is located and/or State Business License for Company).
- Report samples
- Cancellation Policy
- W-9 Documentation

SECTION G: STEP 2—FEE PROPOSAL: Total Possible Points 30
The Fee Proposal should be submitted in a separate sealed #10 envelope clearly marked "FEE PROPOSAL." On a separate page, describe each bullet below.

- Offeror shall provide pricing structure as a "cost per mile" for charter bus service. Offeror shall state any minimum miles/hours/cost for services provided.
- Offeror shall detail their policy on driver's accommodations for overnight bookings, gratuities, parking fees, tolls, and driver's meals.
- Offeror shall detail procedures for booking hotel accommodations, event admission tickets, providing group meal arrangements, and providing tour guide services. Offeror shall provide details on the pricing structure for providing these services.
- Offeror shall detail their cancellation policy.
- Offeror shall provide quotes for the following sample trips.
  a) Chatham County to Georgia Southern University (GSU); a day trip for 100 participants; includes departure from school location at 8:00 am and arrival at GSU by 9:30 am, transport to several locations on GSU campus, lunch on campus (at participants expense), departure from GSU at 1:00 PM for return to school by 2:30 PM.
  b) Chatham County to Orlando, FL; 4-day, 3-night trip to Orlando, FL theme parks for 200 participants; includes transport between hotel, theme park(s), and other local attractions. Departure at 8:00 am on day 1, hotel accommodations and theme park tickets to be provided by Offeror, tour guide services to be provided to assist group with hotel check-in, theme park admission. Departure from Orlando, FL area by 4:00 PM on day 4. Dinner stop provided by Offeror at location en route to Chatham County. Return to Chatham County by 11:00 PM.
  c) Chatham County to Atlanta, GA; 2-day, 1-night trip for 150 participants. Departure on day 1 from school location by 7:30 am, with arrival in Atlanta by 12:00 noon. Breakfast stop en route to Atlanta scheduled and provided by Offeror. Hotel accommodations booked by Offeror. Departure from Atlanta on Day 2 by 1:00 PM. Arrival at school location in Chatham County by 6:00 PM.

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In submitting this proposal, I agree to the following:

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

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

BY:________________________________________________________

SIGNATURE/TITLE

PRINTED NAME: ____________________________________________

DATE:____________________________________________________

FIRM NAME: ______________________________________________

ADDRESS: _________________________________________________

CITY/STATE/ZIP ___________________________________________

TELEPHONE NUMBER: ___________________ FAX NUMBER: _______ EMAIL: __________________

FEDERAL TAX ID NUMBER: _________________________________

AVAILABLE TO COMMENCE SERVICES WITHIN _____ DAYS OF RECEIPT OF CONTRACT AWARD NOTIFICATION.
1.0 GENERAL INTENT
The intent of these specifications is to solicit formal sealed proposals from qualified firms to establish multiple contracts, through competitive negotiation, to obtain the services of fully licensed companies to provide a variety of charter bus services to the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

2.0 "CONE OF SILENCE" REQUIREMENTS
A "Cone of Silence" is imposed upon this invitation to bid after advertising, and terminates at the time the Board of Education awards a contract. The Cone of Silence prohibits any communications by written, oral, or electronic form by, or on behalf of, a prospective bidder for this solicitation, including any persons affiliated with or in any way related to a prospective bidder, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the bid, program managers, or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular vendor or vendors and to prevent prospective bidders from circumventing the process for selection set forth in this invitation to bid.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing's designee, at pre-proposal conferences, site visits (as applicable), presentations before selection committees, or contract negotiations with bidders selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid packet itself; (2) requests for interpretation, requests for material substitutions, protests, or similar inquiries to the purchasing department, (3) documents circulated at oral presentations before selection committees, or (4) documents circulated in connection with contract negotiations with the bidder(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing's designee. The Cone of Silence does not apply to presentations allowed by Board policy or to the Board of Education at a duly called public meeting.

In addition to any other penalties provided by law, violation of the Cone of Silence by any prospective bidder may result in the rejection of the prospective bidder's bid response and disqualify the prospective bidder from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District's Purchasing Department.

3.0 GRATUITY PROHIBITION
The successful offeror shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this proposal.

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 SUBMITTALS AND ATTACHMENTS
Offeror is required to enclose with bid the following forms, certifications, and licenses. Failure to do so may result in your proposal being deemed as non-responsive.

A. Forms 1 through 7
B. Certificate of Insurance (Limits stated in Section on Insurance; Offeror will list the District as a Certificate Holder).
C. Copy of Current Business License/Tax Certificate.
D. State of Georgia License (As Applicable)
E. Copy of Manufacturer Data Sheets/Specifications
F. Standard Manufacturer's Warranty (minimum 1 year).
G. Extended Warranty (As Applicable)
H. Completed W-9 Form
I. Contractor's Affidavit (E-Verify)
J. List of Technicians that will be assigned to a resulting contract and proof of Technician certification (As Applicable) (Service only).
For proposals or bids to be considered, offerors shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

6.0 EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Profile</td>
<td>10</td>
</tr>
<tr>
<td>Experience and Capability</td>
<td>25</td>
</tr>
<tr>
<td>Project Understanding and Methodology</td>
<td>25</td>
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<tr>
<td>Variety of Additional Services Offered</td>
<td>5</td>
</tr>
<tr>
<td>Schedules and Attachments</td>
<td>5</td>
</tr>
<tr>
<td>Cost of Services</td>
<td>30</td>
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</tbody>
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7.0 BASIS OF CONTRACT AWARD

SCCPSS shall select those Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but will not be the sole determining factor. After evaluation SCCPSS will select the Offerors which, in its opinion, have made the best proposals, and shall award contracts to those Offerors. It is SCCPSS’s intention to award contracts under this Request for Proposal to multiple Offerors. The award will result in a contract incorporating all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Contract award for services specified in this RFP are non-exclusive and does not preclude SCCPSS from issuing solicitations, negotiating or awarding other contracts for similar services.

No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of law.

The District reserves the right to reject all proposals or any proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this request for proposal at any time before the Board of Education awards a contract for any reason. The District reserves the right to cancel, recall, and/or re-issue all, or any part of this solicitation, at any time.

By written request to the Purchasing Department, offeror may withdraw from the solicitation process at any time before the closing date or receipt of proposals.

The Board reserves the right to accept that bid which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest bid. The Board also reserves the right to split the award if in the best interest of the Board.

8.0 CONTRACT CHANGES

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

9.0 ASSIGNMENT OF CONTRACT

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

10.0 DESCRIPTION

The successful offeror will be required to provide the products and services requested herein. This procurement will result in a annual service contract. Any deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response. In the event that a offeror is offering another manufacturer and/or model number other than stated in the specifications, the offeror must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the offeror. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final.

Payment will not be released to the offeror to all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.
11.0 SCOPE OF SERVICES

Offeror shall list the variety and quantity of available fleet vehicles, including but not limited to full-size buses (each providing minimum seating for 47-55 passengers), and mini-coaches. Full size buses shall be "Charter Bus/Deluxe Motor Coach" style accommodations (built on a "heavy" chassis as defined in the bus industry), with lavatory facilities, heat and air conditioning, tinted glass (preferable), overhead baggage or parcel racks, adequate headroom (a minimum of 74 inches preferable) and other features normally associated with comfortable motorcoach service. The entry door step height should be as low as is practical to permit easy boarding. In their proposal, Offeror shall provide accommodation specifications associated with mini coaches.

Each vehicle shall be equipped to meet all applicable Federal and State highway specifications, Interstate Commerce Commission specifications and Local specifications, safety standards, emission requirements and handicap provisions. It is preferred that each bus have a front destination sign. Offeror shall state if their vehicles are equipped with wheelchair lifts to allow persons with wheelchairs to board.

Each vehicle shall be maintained in good working condition, to include but not be limited to properly functioning reclining seats, overhead bins that close, and operable interior lights, if applicable. Each vehicle shall not be more than six (6) years old. Overall appearance, interior and exterior, must be clean, in good repair, and free of unpleasant odors.

Storage of all vehicles shall exclusively be the responsibility of the Offeror.

All drivers of the vehicles shall have specialized driver training, appropriate Commercial Driver's License (CDL) and meet Interstate Commerce Commission driver license certification requirements. Drivers shall have received customer relations training prior to providing any services under this contract. All customer service complaints received by the Offeror shall be reported verbally to the Owner within twenty-four (24) hours and followed up in writing within ten (10) working days.

The Offeror shall be responsible for paying all licenses, fees, taxes, violation fines, fuel, and other operating costs incurred by the Offeror as a part of this program. There shall be no add on charges of any kind.

All vehicles shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication with the Offeror's administrative and maintenance facility.

The Offeror shall be responsible for providing all other functions necessary for the safe, reliable, and efficient operation of the vehicle service that are not specifically discussed herein.

The driver shall not smoke while performing the services provided for herein.

All Offeror drivers providing services to the Savannah/Chatham County Public School System shall have an Offeror issued identification badge. Offeror is responsible for conducting a background check prior to assigning a driver to provide service to the district. Drivers who have not been background checked will not be permitted to perform service.

VEHICLE MAINTENANCE:
- The Offeror shall be fully responsible to meet or exceed all Federal, DOT required inspections. During the term of the contract, SCCPSS reserves the right to review current vehicle inspection and repair records.
- The Offeror shall be responsible for providing fuel, lubricants, tools, and employee uniforms.
- All vehicles shall have operable heating and air conditioning.
- In their proposal, the Offeror shall explain their procedures for vehicle replacement in case of a breakdown.
- Offeror shall provide information in their proposal of any additional services they would provide (i.e. lodging arrangements, tour guide arrangements, tour itinerary service, etc.)

REQUEST FOR SERVICES/RESERVATIONS:
- SCCPSS has the right to request departure points anywhere within Chatham County, Georgia, weekdays or weekends, at no additional charge.
• Notice of cancellation for a trip after reservations have been made, shall be given twenty-four (24) hours before departure time at no cost to SCCPSS. For service where less than twenty-four (24) hours of notice is given, except for weather conditions, a cancellation fee (a flat hour rate) may be charged, if cancelled before leaving the terminal or cancelled on the job. The Offeror shall provide the cancellation cost in their proposal.

• SCCPSS has the right to revise or cancel trips due to weather emergencies or conditions, within two (2) hours notice prior to the first pick-up, without financial penalty, and to revise departure and return times, trip intervals and number of trips during the time period covered by the contract without any additional cost to SCCPSS.

Method of Ordering: SCCPSS reserves the right to solicit quotes, based on the current contract rates/pricing for services from several contracted bus service providers, and to select the contract provider with the best price and availability. Purchase Order(s) for bus services will be issued as required throughout period of this contract. The issuance of an official purchase order will be the instrument used to authorize the Offeror to book the charter bus service.

12.0 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.

13.0 SAMPLES (NOT APPLICABLE)
Upon notification by the Board the apparent successful offeror shall provide, within three (3) days, samples as requested. Samples will be provided at the expense of the offeror.

14.0 DEMONSTRATION/TRAINING (NOT APPLICABLE)
Successful offeror may be called upon to provide in-house training to Board personnel to demonstrate the most cost effective use of their products. Demonstrations and training shall be provided by the successful offeror at no cost to the district.

15.0 BRAND NAME (NOT APPLICABLE)
Any reference to brand names and code or model number in these specifications is offered as a point of reference in order for bidders to consider style, sizes, weights and similar characteristics. The use of Brand names within this document should not be interpreted as the exclusive brand desired. Bids for products that have been pre-approved by the District as Equal or Equivalent will be accepted.

Specifications used are intended to be open and non-restrictive. The successful offeror is invited to inform the SCCPSS Purchasing Department whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the Purchasing Department rules that it is in the best interest of SCCPSS to consider.

16.0 REQUEST FOR APPROVAL OF SUBSTITUTE PRODUCT (NOT APPLICABLE)
All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Purchasing Department in writing. For the Purchasing Department to prepare an addendum properly, detailed specifications must be submitted for approval.
All requests for product substitution must be submitted to the Attention of the Purchasing Director. Requests must include full detailed specifications for the item being offered as an alternate or approved equal. The only official view of the District is that which is issued by and provided to all Bidders of record by the Purchasing Department in the form of a written addendum.

17.0 INTERPRETATION OF THE TERM "EQUAL" (NOT APPLICABLE)
The District reserves the right to determine the quality of articles bid as alternates, equal or approved equal, and further reserves the right to reject any and all articles so judged as not equal. If any person contemplates submitting a bid is in doubt as to the true meaning of any part of the conditions and/or specifications, he may submit to the District a written request for any interpretation thereof prior to the specified deadline to allow sufficient time, if required, for a reply to reach all those who received an invitation to bid and to be acted upon, if necessary, before the time and date of bid opening. The District will not be responsible for any other interpretations or explanation of the specifications.
18.0 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 addenda 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).

19.0 REQUEST FOR INTERPRETATION
Interested offerors 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 by 5:00 PM, Wednesday, January 6, 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 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 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 "Divisions>Finance>Purchasing Department>Active Bids & RFPs", click on Bid Name to view the solicitation document. Click Supporting Docs to view additional information.

20.0 PROTESTS
Any offeror who wishes to protest the handling or fairness of the solicitation shall express their concerns in writing to the Director of Purchasing within five (5) working days of the matter being protested. The formal written protest shall state with particularity the facts and law upon which the protest is based. The Letter of Protest shall be taken under consideration by the Chief Financial Officer and the District’s Superintendent. The protesting offeror shall be notified within ten (10) business days the result of such consideration.

21.0 RIGHTS OF REJECTION
The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid at any time before the Board of Education awards a contract for any reason.

22.0 RFP ACCEPTANCE PERIOD
A one-hundred twenty (120) day period from rfp 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.

23.0 PERFORMANCE PERIOD
This bid will establish an annual contract to remain open for one year beginning with the award of the contract. SCCPSS reserves the right to extend the contract for additional (3) years with bilateral agreement.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

24.0 TRANSITION PERIOD
Due to the nature of our purchasing process, oftentimes 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 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.
25.0 PRICING
Price will include a standard 12 month manufacturer warranty, all applicable freight, delivery, installation, and inspection services, all equipment, parts, tools, supplies, labor, travel time, disposal and transportation costs, taxes, per diem, fuel surcharges, F.O.B. Destination, etc., required to perform the scope of work and specifications provided herein.

Offeror will also state any additional costs associated with any extended warranties offered on specified equipment, materials, and/or services after the standard 12 month warranty period expires. Offeror will complete all work during normal business hours unless approved in advance (in writing) by the District's contract representative.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

26.0 ESCALATION/DE-ESCALATION CLAUSE (NOT APPLICABLE)
All prices offered shall be firm against any increase for (1) year from the effective date of the contract. Thirty (30) days prior to renewal, SCCPSS may entertain a request for escalation in an award extension in accordance with the most recently published Producer Price Index at the time at the time the Offeror responds to the a request for extension.

For purposes of this section, PPI Index Travel Agencies, as published by the United States of Department of Labor, Bureau of Labor Statistics will be the benchmark. SCCPSS reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for the one (1) year extension period. This clause also enables SCCPSS to seek de-escalation on the basis of the same cited index and terms.

27.0 DELIVERY AND INSTALL (NOT APPLICABLE)
All deliveries made to District sites shall require inside delivery. Bid pricing must include any and all delivery and/or installation charges. Delivery and/or installation requirements must be priced as stated on the Bid/RFP submittal form. Delivery must be during normal school/working hours. District staff will not participate in the removal of merchandise from any truck or transport vehicle.

If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor. If delivery of goods or services is not complete within the time specified. The District may, without liability and in addition to any other rights or remedies, terminate the agreement by notice, effective when received, as to goods not yet delivered or rendered. The District may purchase substitute goods or services and charge vendor for any additional expense incurred.

28.0 TERMS OF PAYMENT & INVOICING
Offerors shall invoice the Board after the noted materials/supplies have been accepted by the requesting site representative and/or site administrator. Failure to ship orders in its entirety will prevent payment of invoice; moreover, per the Board backorder policy, no backorders will be accepted. Payment terms are 2% 10 Net 40.

When submitting invoice for payment, the vendor shall list the following items on his/her invoice. In addition, the Offeror shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid/RFP Number

All original invoices should be mailed to:
Savannah-Chatham County Board of Education
Attention: ACCOUNTS PAYABLE
208 Bull Street Room 119
Savannah, Georgia 31401

29.0 QUANTITIES (NOT APPLICABLE)
The estimated quantities given are intended only as a guide for the offeror. The Board does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the estimated annual quantities shown and the successful offeror shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract.

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Offerors failing to honor or fulfill purchasing requirements during the established performance period, is subject to be removed from the bidder’s list for two (2) bid cycles.

30.0 WARRANTY
A standard manufacturer warranty shall apply to all equipment, parts, and supplies provided under a resulting contract. The Offeror will guarantee that all labor, products provided are free of material defects and/or workmanship for a minimum period of twelve (12) months from the date of acceptance. Any extended warranties offered after the standard manufacturer’s warranty shall be stated in bid submittal and any cost associated therewith shall be clearly stated in the bid documents.

If, during the warranty and/or extended warranty period, such faults develop, the successful Offeror agrees to immediately replace the unit or the part affected without any additional cost to the District. All equipment provided will be “new”. Factory seconds, discontinued, re-manufactured, re-built, used and or surplus equipment will not be accepted. Offeror must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of the commodity or service.

31.0 DISCONTINUATION OF COMMODITY, EQUIPMENT, OR TECHNOLOGY UPGRADES (NOT APPLICABLE)
In the event that configurations or models offered are discontinued or upgraded by the manufacturer, the Bidder(s)/Contractor(s) shall recommend an equivalent replacement item from the same manufacturer at equal or lower pricing. Bidder(s)/Contractor(s) shall advise SCCPSS’ Purchasing Department and/or SCCPSS’ Division of any anticipated discontinuation along with a recommended replacement. The Bidder(s)/Contractor(s) shall advise SCCPSS of any anticipated discontinuation or upgrades with thirty (30) days advance notice. New replacement of commodity, equipment, or technology upgrade shall be provided to the Division for testing and evaluation. SCCPSS reserves the right to accept or reject the replacement item.

32.0 TAXES
Offeror will timely pay all taxes lawfully imposed upon offeror with respect to this Contract. Offeror makes no representation whatsoever regarding any tax liability of offeror, nor regarding any exemption from tax liability related to this Contract.

33.0 DELAYS AND EXTENSION OF TIME
If the Offeror is delayed at any time in the progress of providing commodities/services by an act of or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fire, acts of God; unusual but well documented and excusable delays in performance, or other causes beyond the Offeror’s control, or by delay authorized by the District, then the contract term of service may be extended by a contract amendment for such reasonable time as the District and the Offeror may agree.

34.0 SUBSTANTIAL AND COMPLETION (NOT APPLICABLE)
Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the services or construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the services or facilities (or the designated portion thereof and approved by Owner) for the use for which it is intended.

All Work other than incidental corrective and incidental punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if services and utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes.

The date Substantial Completion is achieved shall be established in writing by Owner. Offeror may request an early date of Substantial Completion which must be approved by Change Order. Owner’s occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

35.0 LIQUIDATED DAMAGES
The District will reduce the Offeror’s invoice in the amount of $500/PER DAY for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Offeror’s invoice for failure to provide the services as specified to include late performance.

In the event of any delayed Work completion and the Offeror’s failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Offeror therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

36.0 DAMAGES
The Contractor shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.
37.0 WORKSITE DEBRIS REMOVAL (NOT APPLICABLE)
The Contractor shall keep the premises clean and free from the accumulation of waste materials and rubbish. This shall be done on a daily basis. At the completion of the work, Contractor will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

38.0 PROTECTION AND STORAGE OF MATERIALS (NOT APPLICABLE)
Materials shall be protected at all times from damage and defacement of any kind including breakage, scratches, dents, stains, and deformation. Damaged material shall not be incorporated in the work and any work or material damaged during installation shall be repaired or replaced to the satisfaction of the Board.

39.0 MINIMUM CONTRACTOR QUALIFICATIONS

A. The Contractor must be bonded, registered and licensed within the State of Georgia.
B. Contractor's service technicians who will have the responsibility of providing the services requested must have a minimum of three (3) years verifiable experience with the types of equipment, manufacturers, and services described herein. Bidders shall enclose with this bid submittal, a list of the technicians that will be assigned to project and a brief description of their experience on projects of similar size and scope.
C. The Contractor will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein. References shall include a brief description of the services provided and the size of the project, name of a current contract representative, and fax number.
D. The Contractor must be qualified and familiar with the types of products and services specified and must have demonstrated a past history of responsiveness, technical expertise and professionalism.
E. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.
F. The Contractor must demonstrate its ability to meet all Bonding and Insurance requirements (as applicable) and all Warranty Requirements.
G. The Contractor must demonstrate its financial stability by providing to the District (upon written request only) will a copy of their most recent Audited Financial Statement.
H. The Contractor must comply with all licensing, insurance, and registration requirements.
I. The contractor shall have been in business for a minimum of five (5) years.

40.0 SUPERVISION OF CONTRACTOR PERSONNEL
The Contractor must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

41.0 CONTRACTOR PERSONNEL
Contractor's staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on District property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.
B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.
C. The use of tobacco or tobacco products on Board property is prohibited by State law.
D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.
E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.
G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.

H. By submission of a bid, the Contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor’s employees during the performance of the contract. The Contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such bidder

Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor’s agreement with the Contractor for the District’s contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor’s agreement with the Board shall be terminated.

42.0 SUBCONTRACTING
The Contractor shall not subcontract any part of the work to be covered by this contract without the District’s prior written approval. All approved subcontractors Providers and their personnel assigned to this contract shall be listed as Attachment A “Personnel Listing” of this document.

The District will permit sub-contracting of work performed under this contract providing the following conditions are met:
- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each subcontractor.
- A copy of each sub and sub-subcontractor’s City/County Business License must be attached.
- Documentation of each sub and sub-subcontractor’s manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

43.0 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.

44.0 BID BOND AND PERFORMANCE/PAYMENT BOND REQUIREMENTS (NOT APPLICABLE)
Bidders are required to submit with their bid a Bid Bond in the form of (a) Bid Bond payable to the Savannah-Chatham County Public School System, Chief Financial Officer; or (b) a bank draft, cashier’s check, or money order payable to the order of the Savannah-Chatham County Public School System, Chief Financial Officer. The Bid Bond will be in the amount not less than five percent (5%) of the total bid amount as a guarantee that the Bidder will, within fifteen (15) days after the date of the conditional award of a contract, execute an agreement as required by the contract documents, if the bid is accepted. Bid Bonds shall be duly executed by the Bidders as principal and have a surety thereon a Surety Company approved by the District, that has the minimum equivalency of a Best and Company A-X Rating. If Successful Bidder fails to execute and file any Agreement or fails to furnish any bond, insurance, or document required by the contract documents, the bid security submitted with bid will be forfeited as liquidated damages. Successful Contractor will be required to provide a performance/payment bond within fourteen (14) days of intent to award for the total project cost.

45.0 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 (SCCPS) 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 SCCPS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Purchasing Director of SCCPS shall certify to the Contractor the occurrence thereof.

46.0 INDEMNIFICATION
The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the “Board”), the Savannah-Chatham County Public School District, and all of their respective board members, officers, and employees (hereinafter collectively referred to as the “Indemnities”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the
Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor.

This indemnification obligation will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for loses or injuries or damages caused solely by the negligence of the Indemniteses.

This indemnification does not extend beyond the scope of this contract awarded to the Contractor and the work undertaken thereunder. Nor does this indemnification extend to claims for loses or injuries or damages incurred due to the sole negligence of the Indemniteses.

This indemnification does not extend to claims for loses or injuries or damages incurred by the Indemniteses due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

Suits or Claims for Infringement. Contractor shall indemnify and hold the Indemniteses harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

47.0 INSURANCE REQUIREMENTS

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractors bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor’s insurance policy for the duration of the contract term.

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.

a. 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.

b. Automobile Liability- Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than $1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.

c. Worker’s Compensation Insurance- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq.

d. Umbrella Liability- Limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

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.

48.0 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.

49.0 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.

50.0 COMPLIANCE WITH LAWS
Offeror will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

51.0 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.

52.0 OBLIGATION OF OFFEROR
By submitting a bid, the offeror covenants and agrees that they are satisfied from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

53.0 SCHEDULING OF WORK
All work will be scheduled with the District’s Contract Representative. All work will be performed during normal business hours unless bid option for evening, weekend and holiday work schedule is accepted and awarded by the District. Offeror will be required to sign at the work site during normal/school hours. After normal/school hours, the Offeror will notify Campus Police at (912) 395-5565 when they leave for the day.

54.0 SITE VISITATIONS (NOT APPLICABLE)
Bidders are encouraged to familiarize themselves with the job site and all aspects of the scope of service requirements prior to submitting a bid or proposal. Additional site visitations can be arranged (by appointment only) by contacting ______________________, Savannah – Chatham County Public School System at (912) 395-______.

55.0 OWNER’S RIGHT TO PROSECUTE THE WORK
Time being of the essence, if the Contractor shall be declared in default, both the Contractor and any surety agree that the Owner may, after giving the Contractor and any surety the required notice and time if any is required, without prejudice to any other remedy and without invalidating any performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Contractor or, at the Owner’s option and without prejudice to the Owner’s rights against the Contractor and any surety, the Owner may terminate the Contractor and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner shall deem expedient.

56.0 EFFECT OF LATER DETERMINATION
In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 36.0 above and without any other damages or relief.

57.0 OWNER’S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT
In case of failure to deliver goods or supply services in accordance with the contract’s terms and conditions, the District, 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 District 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 District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the successful bidder shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the successful bidder. The District 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 District from the vendor is determined.
58.0 OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any Notice of Termination shall be issued in writing to the successful bidder at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, successful 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 successful 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.
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 additional insured under awarded bidder's insurance policy for the duration of this contract.
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 ensure that LMWBEs 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 Formey, Phone: (912) 236-1766 and email sylvester@vangdist.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 Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFO.
ATTACHMENT “C” – Exhibit #1
PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: __________________________________________ RFP #16-07

PROJECT TITLE: _________________________________________ TOTAL BID AMOUNT: $ ______________

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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.
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 Film to identify available qualified LMWBEs. | ☐ Yes or ☐ No  
If no, which agencies were used to identify potential LMWBE Sub contractors? |
| 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: |
NAME OF BIDDER/PROPOSER: ____________________________________________ RFP #16-07

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.

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<thead>
<tr>
<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
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NAME OF CONTRACTOR/CONSULTANT: ________________________________  RFP #16-07

PROJECT TITLE: _______________________________________________

DATE: ______________________ PROJECT LOCATION: ____________________________

CONTRACT AMOUNT: $ __________________________

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<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>MONTHLY PAYMENTS</th>
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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.