Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for District Board Room Audio Visual Upgrades. 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 12/13/2016 11:00:00 AM, 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 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 proposal 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.**

All offerors are encouraged to attend a pre-proposal conference on **November 28, 2016 at 11:00 AM** in the District's Board Room located at 2 Laura Street, Savannah, Georgia 31404.

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 **Sabrina L. Scales, Purchasing Director** 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,

Sabrina Scales, CPRP
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 #17-21

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 **District Board Room Audio Visual Upgrades** 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 17-21
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.: S abrina L. Sca les, Purchasing Director**  
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, **November 30, 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 offeror. 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 (LMWBE") who provide professional services or who serve as prime offerors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs.

The Board expects that prime offerors 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 offerors 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 District Board Room Audio Visual Upgrades”, which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. **Vendor Performance**

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

W. **Signed Proposal Considered Offer**

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

X. **Public Information**

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

II. **Proposal Submittal Instructions**

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

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

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

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

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

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

4. Complete all pertinent documents within Attachment “C”.

B. **Completion of Proposal Submittal Form**

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

C. **Proposal Preparation and Submittal**

All proposals shall be:

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

* Submitted in 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 #17-21 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 offeror 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 offeror 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 made a part of this Request for Proposal; and further certifies that the proposal submitted is in accordance with all documents contained in this request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

This __________ 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 __________________________________________________________

Acknowledgement Receipt of Addendum(s) #____ #____ #____ #____ #____ #____

Local and/or Minority/Woman Business Enterprise Development Information

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status.

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

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

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

_________________________________________________________ ______________________/____/20____

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 offerors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated.

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

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

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

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

☐ Delivery Time- Specified delivery time cannot be met.

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

☐ Bonding - We are unable to meet bonding requirements.

☐ Insurance - We are unable to meet insurance requirements.

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

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

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

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

VENDOR STATEMENT:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

☐ Prime Contractor    ☐ Sub-Contractor    ☐ Supplier/Distributor

Bid/RFP Number: __________________________  Title: __________________________

________________________________________________________________________

Signature/Title

__________________________________________________

Company Name

__________________________________________________

Telephone Number

SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT
Telephone (912) 395-5572    Fax (912) 201-7648

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

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FORM 3
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (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 offeror will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____________, 201_________

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

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 offeror 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 offeror. 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 OFFEROR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUBCONSULTANT/SUPPLIERS

FORM 5
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on __________________________, 201________

in __________________________, and __________________________

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE ________ DAY OF __________________________, 201________

________________________

NOTARY REPUBLIC

My Commission Expires

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

FORM 6
DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the offeror. 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
PROPOSER SUBMITTAL FORM
RFP# 17-21

SUBMITTAL REQUIREMENTS:

All proposals shall be:

1. Submitted on 8 1/2" x 11" paper, and prepared simply and concisely.

2. 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.

3. Submitted in a sealed envelope, which is plainly marked with the proposal number and title, and date and time of proposal closing. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. If proposal materials require additional envelopes, then the proposal package must be combined together with the envelope on top.

4. Thorough and detailed as possible so that the Board may properly evaluate the offeror’s capability to provide the required services.

5. Submitted on proposal forms as included in this RFP and in accordance with instructions stated.

6. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public closing 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. Late proposals will be returned unopened to the proposer.

7. Proposals submitted by facsimile transmission or e-mail will not be accepted.

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

Proposers 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.

In order to be considered for selection, proposer must submit a complete response to this RFP; one (1) unbound original and three (3) copies of the proposal shall be submitted to the Board. Proposers must also submit one (1) reproducible CD-ROM or flash drive of the proposal. Its content must be constructed from commercial grade software such as Microsoft Word. No other distribution of the proposal shall be made by the offeror.

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. Proposers are required to submit the following items as a complete proposal:

The return of this Request For Proposal document, signed and filled out as required.

1. EXECUTIVE SUMMARY: This section shall provide a summary of the Offeror’s proposal to provide the services detailed in the specifications. The Offeror shall clearly specify its ability to meet specifications as defined in the RFP.
2. GENERAL: Location of Offeror’s headquarters; nearest office; applicable telephone, and facsimile numbers; email addresses, and any other pertinent information relative to the size and organizational structure of the company. There shall be one point of contact for services.

3. PROJECT TEAM: An organizational chart (block diagram) and written description of the proposed Project Team, with names and titles of the key individuals shown. Include supporting narrative to describe the qualifications, certifications, education and experience of the personnel to be assigned. A copy of the organization’s business license or formal legal documentation with respect to conducting business in the state of Georgia must be submitted with your proposal.

4. PROPOSED PROJECT PLAN WITH TIMELINE AND DELIVERY: Provide a written detailed project plan describing how the offeror intends to approach and execute the plan for services. The planned approach must clearly state methods to be used in providing services to the District.

5. FINANCIAL DATA: Pertinent data which demonstrates the Offeror’s corporate capability to successfully perform. This shall include information about the financial stability of the firm; e.g. annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.

6. PROJECT UNDERSTANDING: The Offeror shall provide a written narrative statement to demonstrate his or her understanding of the scope of work.

7. SUPPORT PLAN/METHODOLOGY: The Offeror shall provide a written narrative describing the support/methodology to providing services. Specifically describe your support approach to providing services to the district.

8. EXPERIENCE/REFERENCES: Describe the Offeror’s prior related experience of providing services to school divisions of similar size and scope, governmental agency, or institution(s) of higher learning. Responses must include the names, addresses, telephone and facsimile numbers, and email addresses of contact persons, telephone number of schools supplied, size and scope (magnitude and complexity) of that served, dollar value of contract, date of award, and period of performance. Offerors must provide a minimum of three (3) references with a company’s name, contact person, telephone and fax number.

9. COST PROPOSAL: Cost proposals shall be submitted on the enclosed Cost Submittal Form in a separate sealed envelope clearly marked "Cost Proposal". The offeror shall clearly outline the cost proposed for the requested services. All prices, costs and conditions outlined in the proposal shall remain fixed and valid for acceptance for one hundred twenty (120) days starting on the due date for proposals. Offerors must clearly outline any items with additional cost. The additional cost must be submitted along with this proposal. If additional costs are not submitted, then the District will assume cost provided includes all cost for the requested services.

10. EVALUATION METHOD CRITERIA:
The Board will evaluate proposals and will select the offeror which meets the requirements within this Request for Proposal and the best interests of the Board. The Board shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Board's decision will be final. The Board's evaluation criteria may include but shall not be limited to consideration of the following:
1. Company Certifications and Experience (Total Possible Points 25):

   a. Provide a brief history of the company including the number of years in business providing audio, video installation and repair services. This will be considered in the evaluation process. Failure to list this information will result in loss of points. This section represents twenty-five (25%) of the evaluation.

   • Description of company location(s).
   • Description of personnel, with industry certifications and experience, by location.
   • Description of any plans for outsourcing.

2. References (Total Possible Points 10):

   a. All offerors shall include at least three (3) client references. References shall include the complete business name, telephone and fax numbers, contact name, number of years as a client. Reference checks will be used to verify experience, qualifications and customer satisfaction. Any negative responses from reference checks may result in disqualification of the company. This section represents ten percent (10%) of the evaluation.

3. Proposal Cost (Total Possible Points 35): The fee proposal shall be submitted in a separate sealed envelope clearly marked “Fee Proposal for RFP 17-21”.

   a. All responses must include costs for must include costs for hardware, software licenses, installation and shipping if applicable. This section represents thirty-five (35%) of the evaluation.

4. Deployment Plan/SOW (Total Possible Points 30):

   a. Provide a detail statement of work deployment plan for the delivery and installation of the equipment. This section represents thirty percent (30%) of the evaluation.

5. Evaluation Criteria:

<table>
<thead>
<tr>
<th>Criteria Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Qualification and Experience</td>
<td>25</td>
</tr>
<tr>
<td>2. References</td>
<td>10</td>
</tr>
<tr>
<td>3. Proposal Cost</td>
<td>35</td>
</tr>
<tr>
<td>4. Deployment Plan/SOW</td>
<td>30</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>
1. Cost must be inclusive of all shipping, travel, and/or any other handling fees for a complete turnkey project.
2. Any substitution must be 100% equivalent to the requested equipment and must be fully compatible with existing hardware and software.

Offerors must identify in their submission if they plan to subcontract any work. Offeror's technicians must have the appropriate certifications to be billed at the rates below.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST/PERCENT OFF LIST PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Parts and labor for Scope 1: Core System Upgrade to HD</td>
<td>$</td>
</tr>
<tr>
<td>(2) Parts and labor for Scope 2: Additional Wall Mounted Displays</td>
<td>$</td>
</tr>
<tr>
<td>(3) Discount off list price for Crestron Products (3 Years)</td>
<td>%</td>
</tr>
<tr>
<td>(4) Discount off list price for Kramer Electronic Products (3 Years)</td>
<td>%</td>
</tr>
<tr>
<td>(5) Discount off list price for Biamp Products (3 Years)</td>
<td>%</td>
</tr>
<tr>
<td>(6) Discount off list price for Shure Products (3 Years)</td>
<td>%</td>
</tr>
<tr>
<td>(7) Discount off list price for Sharp Products (3 Years)</td>
<td>%</td>
</tr>
<tr>
<td>(8) Discount off list price for Sharp Electronics Products (3 Years)</td>
<td>%</td>
</tr>
<tr>
<td>(9) Discount off list price for Vaddio Products (3 Years)</td>
<td>%</td>
</tr>
<tr>
<td>(10) Hourly labor rate (3 years)</td>
<td>$</td>
</tr>
<tr>
<td>(11) Hourly design rate (3 Years)</td>
<td>$</td>
</tr>
</tbody>
</table>
ATTACHMENT “A” SPECIFICATIONS
RFP# 17-21

The project specifications listed in this section supersede any contradictory references made in the General Terms and Conditions of this solicitation package.

1.0 GENERAL INTENT

The intent of these specifications is to solicit formal sealed proposals from qualified firms capable of providing audio/visual upgrades to the District’s Board Room located at the Whitney Administrative Professional Center for the Savannah-Chatham County Public School System (SCCPSS) and as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the offeror. Adequate information to allow the Board to evaluate those exceptions must be submitted with the proposal. If the firm is submitting a proposal on other than specified, the proposal must clearly identify those exceptions on the proposal cost 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 offeror for this solicitation, including any persons affiliated with or in any way related to a prospective offeror, 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 offerors 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 designees, at pre-proposal conferences, site visits (as applicable), presentations before selection committees, or contract negotiations with offerors 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 offeror(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing’s designees. 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 offeror may result in the rejection of the prospective offeror’s bid response and disqualify the prospective offeror 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 bid being deemed as non-responsive.

A. Forms 1 through 7 (Forms 1, 2, 3, 4 and 7 are required). (Forms 2, 5, and 6 as applicable)
B. Certificate of Insurance (Limits stated in Section on Insurance; Offeror/Offeror will list the District as a Certificate Holder).
C. Copy of Current Business License/Tax Certificate from the jurisdiction where your firm conducts business.
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. 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/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 BASIS OF CONTRACT AWARD

If awarded, the RFP will be awarded to the responsive and responsible offeror(s) meeting or exceeding the District’s specifications. No proposal may be withdrawn for a period of one hundred twenty (120) 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 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. 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/Offeror may withdraw from the solicitation process at any time before the closing date or receipt of bids/proposals.

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

Proposals will be evaluated based on the following criteria:
- Proposed cost of equipment, installation and services
- Experience in providing similar upgrade services
- Deployment Plan/SOW
- Company experience and certifications
- Other relevant criteria
7.0 CONTRACT CHANGES

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

8.0 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.

9.0 DESCRIPTION

The successful offeror will be required to provide the products and services requested herein. This procurement will result in an annual service contract. Any deviations from the specifications must be clearly noted by the offeror. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

In the event that an 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 until all equipment, services, supplies have been delivered to, accepted by, and to the satisfaction of the District.

10.0 SCOPE OF WORK

Instructions to All Offerors:

- Responses need to include a detailed statement of work/deployment plan for the installation of the equipment. This plan will be part of the evaluation of the Request for Proposal.
- Offerors response must include the make/model, manufacturer of all equipment proposed.
- All responses must include costs for hardware, software, licenses, installation and shipping.
- Provide turnkey pricing, including all equipment, full installation and training on basic use of system.
- Offerors are required to provide a description of their firm to include the information listed below. Information provided will be evaluated and considered in the evaluation process. Failure to provide required information will result in loss of points during evaluation process.
  - Description of company locations
  - Description of personnel with industry certifications by location
  - Description of any plans for outsourcing
- Provide in detail the warranty of each proposed system. The District requires a three (3) years warranty on all parts and labor.
- Provide in detail all work that is to be completed by the owner as part of your submitted proposal. SCCPSS will expect the offeror to provide all equipment/services not specifically listed as owner provided.
- Offerors are advised to attend the Pre-Proposal conference that will be held at the District’s Board Room located at 2 Laura Street, Savannah, Georgia 31404 on November 28, 2016 at 11:00 a.m.
- Incomplete responses will not be evaluated and will not be considered for award.
Specifications:

Scope 1: Core System Upgrade to HD

- Ensure that existing 4 XLR audio outputs are functional after the upgrade.
- Replace the existing digital signal processing (DSP) system with a BIAMP Tesira Server or equivalent system to meet the requirements of the system. The system should be installed to work with the three (3) new microphones and the existing seventeen (17) microphones. The solution should utilize the existing Bose MA12 speakers, existing amplifier and existing recording equipment.
- Replace the existing three (3) SD cameras with PTZ HD cameras and install two (2) additional PTZ HD cameras for a total of five (5) cameras.
- Cameras need to be centrally controlled using a VADDIO 999-5655 P-View HD-SDI system or equivalent and VADDIO 999-5520-022 touch display.
- Install and configure a Crestron DM-MD16x16 switcher with (11) 4k-CO-HD cards and (4) DMC-4K-HD cards.
  - All video must be scaled to 1080 resolution.
- Install and configure two (2) Kramer VM-8HN DA and one (1) VM-8HN DA, or equivalent, to provide signal output to eighteen (18) customer supplied monitors with HDMI interfaces.
- Run Display Port from the podium’s PC to the AV booth, keep the VGA signal, and have the ability to be previewed by the operator in the booth.
- Install cable and configure two (2) Sharp LC-80LE661U ceiling mounted 80” displays for input from the Crestron switcher to replace the existing projector and screen. Remove existing projector and replace with District provided ceiling tiles.
- Run Display Port signals from the AV booth to the board members seating area for fifteen (15) owner furnished monitors.
- Run three (3) Display Port signals from the AV booth to the chief’s table for three (3) District furnished monitors.
- Add a new Crestron CP3N control processor and new Crestron TSW-1050 touch panel in the AV booth for mixing.
- Previews of the booth and podium PCs, five (5) cameras, and the presentation with OFE monitors will be needed.
- Provide as-built documentation and schematics of the system.
- Provide training on the administration of the system.
- The system must be tested and adjusted to District satisfaction.
- Configure existing microphones listed below to work with the new system:
  - three (3) District furnished wireless microphones
  - fourteen (14) wired microphones

Scope 2 Additional Mounted Wall Displays:

- Install two (2) Sharp LC-80LE661U ceiling mounted 80” displays for audience located midway in the room and cable/configure for input from the Crestron switcher.

11.0 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.

12.0 SAMPLES

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.
13.0 DEMONSTRATION/TRAINING

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.

14.0 BRAND NAME

Any reference to brand names and code or model number in these specifications is offered as a point of reference in order for offerors 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. Proposals 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.

15.0 REQUEST FOR APPROVAL OF SUBSTITUTE PRODUCT

All requests for approval of substitution of a product that is not listed in the Proposal 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 prior to the 5:00 p.m., Wednesday, November 30, 2016. 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 Offerors of record by the Purchasing Department in the form of a written addendum.

16.0 INTERPRETATION OF THE TERM "EQUAL"

The District reserves the right to determine the quality of articles proposed 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 proposal is in doubt as to the true meaning of any part of the conditions and/or specifications, he may submit to the District a written request for any interpretation thereof prior to the specified deadline to allow sufficient time, if required, for a reply to reach all those who received 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.

17.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID

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

Interested Offerors may contact the District to obtain clarification of the proposal. 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. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the proposal in addition to that contained in the written document. Interpretations of the proposal or additional information as to its requirements, where necessary, shall be communicated to offerors by written addendum to all offerors who requested the proposal. **No questions will be answered by telephone or emails. All requests for interpretation must be submitted to the Attention of the Purchasing Director prior to the 5:00 pm Wednesday, November 30, 2016.**

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](http://www.sccpss.com), frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; [www.sccpss.com](http://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.

19.0 PROTESTS

Any offeror/offoror 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.

20.0 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 formalities. 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.

21.0 BID/PROPOSAL ACCEPTANCE PERIOD

A one-hundred twenty (120) day period from proposal 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.

22.0 PERFORMANCE PERIOD

This proposal 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 two (2) twelve month periods with bilateral agreement.

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

23.0 TRANSITION PERIOD

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

24.0 COST

Submitted cost 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.

25.0 ESCALATION/DE-ESCALATION CLAUSE

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/offeror responds to the request for extension.

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.

26.0 DELIVERY AND INSTALL

All deliveries made to District sites shall require inside delivery. Proposal cost 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.

The successful proposer shall provide the following services and requirements at no addition cost above the initial proposal price on equipment. Provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, complete assembly and adjustment by trained installation personnel and removal of all debris.

Offerors shall install the audio visual equipment as specified in the RFP, subject to exceptions made in the response and agreed upon in writing. After connection, make the equipment ready, start up, analyze and correct
any malfunction of the equipment. Offerors must provide all materials, equipment and labor to place equipment in top operating condition.

The successful offeror will schedule installation in a time period acceptable to the District’s technology representative or designee. Installation shall proceed in a timely manner and shall be completed with three (3) business days from start to finish for each system installed. Offeror selected for the turn-key solution must be able to handle all logistics and support.

27.0 TERMS OF PAYMENT & INVOICING

Offerors/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 offeror shall list the following items on his/her invoice. In addition, the Offeror/Offeror shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. RFP Number 17-21

All original invoices should be mailed to:

Savannah-Chatham County Board of Education

Attention: ACCOUNTS PAYABLE

208 Bull Street Room 119

Savannah, Georgia 31401

28.0 QUANTITIES

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.

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

29.0 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.

30.0 DISCONTINUATION OF COMMODITY, EQUIPMENT, OR TECHNOLOGY UPGRADES

In the event that configurations or models offered are discontinued or upgraded by the manufacturer, the Offeror shall recommend an equivalent replacement item from the same manufacturer at equal or lower pricing. Offerors shall advise SCCPSS’ Purchasing Department and/or SCCPSS’ Technology Division of any anticipated discontinuation along with a recommended replacement. The Offeror 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 Technology Division for testing and evaluation. SCCPSS reserves the right to accept or reject the replacement item.

31.0 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.

32.0 DELAYS AND EXTENSION OF TIME

If the Offeror/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/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/Offeror may agree.

33.0 SUBSTANTIAL AND COMPLETION

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.

34.0 LIQUIDATED DAMAGES

The District will reduce the Offeror’s invoice in the amount of $500.00 /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.

35.0 DAMAGES

The Offeror 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.

36.0 WORKSITE DEBRIS REMOVAL

The Offeror 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, Offeror will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

37.0 PROTECTION AND STORAGE OF MATERIALS

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.

38.0 MINIMUM OFFEROR QUALIFICATIONS

A. The offeror shall be established in the business of providing the requested commodity.
B. The offeror shall have been in business for a minimum of five (5) years.
C. The offeror will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the offeror has provided commodities 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 commodity provided, name of a viable contact person, email address for the current contract representative, and a fax number.
D. The Offeror will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

39.0 SUPERVISION OF OFFEROR PERSONNEL

The Offeror 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.

40.0 OFFEROR PERSONNEL

Offeror’s staff is expected to present a professional appearance. All personnel of the Offeror 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 are on District property. The following code of conduct will be adhered to by the Offeror, his agent(s) and/or his employees:

A. Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror liable for any liquidated damages and/or forfeiture of Performance Bond.

E. The Offeror or employees of the offeror 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 Offeror is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Offeror 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 Offeror 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 Offeror 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 Offeror’s employees during the performance of the contract. The Offeror 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 offeror.

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

41.0 SUBCONTRACTING

The Offeror shall not subcontract any part of the work to be covered by this contract without the District’s prior written approval. All approved sub-contractors/service 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 sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors 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.

42.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

Offeror(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.
43.0 BID BOND AND PERFORMANCE/PAYMENT BOND REQUIREMENTS

Offerors 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 Offeror 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 its' bid is accepted. Bid Bonds shall be duly executed by the Offeror 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 Offeror 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 Offeror will be required to provide a performance/payment bond within fourteen (14) days of intent to award for the total project cost.

44.0 FISCAL FUNDING

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

45.0 INDEMNIFICATION

Contractor hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the “SCCPSS,” the “District, or the “Owner”), the Board of Education for the City of Savannah and the County of Chatham (the “Board of Education”), and any Program Manager serving as the Owner’s representative for the Project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnites") 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 they are caused by the Contractor, its agents, employees or others working at the direction of 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 survives the termination of the Contract 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 Indemnites.

This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder. Nor do the parties intend this indemnification provision to require the Contractor to indemnify the District for claims for attorney’s fees and expenses of litigation asserted by the District against the Contractor for the Contractor’s alleged breach or default under the terms of this Contract, unless the Contractor is determined by a court of competent jurisdiction to be liable to the District and the District’s recovery of attorney’s fees and litigation expenses is otherwise permitted by applicable law.

This indemnification does not extend to claims for loses or injuries or damages incurred by the Indemnites 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. The Contractor shall indemnify and hold the Owner 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.

46.0 INSURANCE REQUIREMENTS

The Offeror 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 Offeror, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Offeror’s bid. Prior to the commencement of any work, the Offeror 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 Offeror’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 offeror 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. Offeror 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 offeror 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.

47.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Vendors are required to complete the Offeror 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.

48.0 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.

49.0 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. Offeror 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.

50.0 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.

51.0 OBLIGATION OF OFFEROR/OFFEROR

By submitting a bid, the offeror/offoror 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.

52.0 SCHEDULING OF WORK

All work will be scheduled with the District’s Contract Representative, Carl Eller, or their designee. 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/Offeror will be required to sign at the work site during normal/school hours. After normal/school hours, the Offeror/Offeror will notify Campus Police at (912) 395-5565 when they leave for the day.

53.0 SITE VISITATIONS

Offerors 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 Carl Eller, Savannah – Chatham County Public School System at (912) 395-1099.

54.0 OWNER’S RIGHT TO PROSECUTE THE WORK

Time being of the essence, if the Offeror shall be declared in default, both the Offeror and any surety agree that the Owner may, after giving the Offeror 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 Offeror or, at the Owner’s option and without prejudice to the Owner’s rights against the Offeror and any surety, the Owner may terminate the Offeror and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon.
owned by the Offeror and finish the Work by whatever method the Owner shall deem expedient.

55.0 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 Offeror, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Offeror shall be the contractual treatment of the termination pursuant to Section 36.0 above and without any other damages or relief.

56.0 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 offeror(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 offeror(s) shall fail to fulfil in a timely and proper manner their obligations under this contract, or if the successful offeror 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 offeror 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 offeror. 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.

57.0 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 offeror at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, successful offeror 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 offeror 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.
ATTACHMENT “B” INSURANCE REQUIREMENTS  
RFP# 17-21

Before performing any work on the awarded contract, the successful offeror 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:3. Further the offeror 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.


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 offeror shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful offeror 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 offeror’s insurance policy for the duration of this contract.
ATTACHMENT “C” LMWBE BUSINESS PARTICIPATION PROGRAM  
RFP# 17-21

It is the policy of the Board of Public Education (“owner”) that LMWBE’s shall have the maximum opportunity to participate in school board projects. The offeror who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to ensure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The offeror 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 offeror shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select offerors, 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 offeror will be required to submit in duplicate and one copy submitted with offeror’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 offeror good faith efforts.

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 RFQ.
ATTACHMENT “C” – Exhibit #1  
PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF OFFEROR/PROPOSER: _______________________________  BID #: 17-21

PROJECT TITLE: _______________________________  TOTAL BID AMOUNT: $ ________________

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<th>NAME OF LMWBE PARTICIPANT</th>
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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-offerors/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 an offeror 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: |
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<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td>☐ Yes or ☐ No</td>
</tr>
</tbody>
</table>
| Communicating with the School District's Program Management Firm to identify available qualified LMWBEs. | ☐ Yes or ☐ No  
If no, which agencies were used to identify potential LMWBE Sub offerors? |
| 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: |
ATTACHMENT “C” – Exhibit #3
JOINT-VENTURE DISCLOSURE STATEMENT

NAME OF OFFEROR/PROPOSER: ____________________________________________ BID #: 17-21

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

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

NAME OF OFFEROR/CONSULTANT: ________________________________ BID #: 17-21

PROJECT TITLE: _______________________________________________________

DATE: ___________________ PROJECT LOCATION: ________________________

CONTRACT AMOUNT: $ ____________________________

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

9. Offeror/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.

10. This report must be completed in duplicate and one copy submitted with OFFEROR’S REQUEST FOR MONTHLY AND FINAL PAYMENTS and the second copy directly to the district’s program management firm.