Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for Drug/Alcohol Testing and Employee Physical Services (Annual Contract). All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to Tuesday, 6/7/2016 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 offeror’s name will not be removed from the subject commodity/service list. Late proposals will not be considered and will be returned unopened to the offeror.**

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

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

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

If you have any questions concerning this proposal, please submit them in writing to 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,

[Signature]
Sabrina L. Scales, CRPB
Purchasing Director

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

"AN EQUAL OPPORTUNITY EMPLOYER"
REQUEST FOR PROPOSAL #16-84

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 Drug/Alcohol Testing and Employee Physical Services (Annual Contract) as specified in this Request for Proposal (RFP). The successful offeror(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

1.) Purchase Order Number
2.) RFP Number 16-84
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.: Sabrina L. Scales, 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, May 20, 2016. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda before the seventy-two (72) hours prior to the date and time set for opening proposals.

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

H. **Failure to Respond**

If a proposal is not to be submitted but the offeror wishes to remain on the Board’s list of offerors, please complete and return the Certification Form and the No Bid Statement Form included in this package. Offerors are to clearly mark the outside of your envelope with “No Response”.
I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

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

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

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 is 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 “Q” 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 Drug/Alcohol Testing and Employee Physical Services (Annual Contract)”, which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

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

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

* Submitted in a sealed envelope, which is plainly marked with the RFP number and title, and date and time of proposal closing. If proposal materials require additional envelopes, then all mailing articles must be combined together and marked as described above.
* Submitted on proposal forms as included in this RFP and in accordance with instructions stated above.

* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Proposal Opening date and time. Whether sent by mail or by means of personal delivery, the offeror assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Late proposals will be returned unopened to the offeror.

* Proposals submitted by facsimile transmission will not be accepted.

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

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

Offerors shall provide copies of submitted proposal containing all pertinent documentation. The number of copies required shall be as stated in Attachment “A”. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing RFP #16-84 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an “all or nothing” basis or an item by item basis based on the best interest of the Board.

A. Pricing

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

OR

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

B. Samples/Demonstrations

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

C. Warranty

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least twelve (12) months from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.
The undersigned offeror certifies that he/she has carefully read the preceding list of instructions to offerors and all other data applicable hereto and 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 ______________________________________

Name (printed)

Title ______________________________________

Signature ______________________________________

Company ______________________________________

Address (Street, City, State, Zip) ______________________________________

Phone No. ______________________________________

Fax No. ______________________________________

Federal Taxpayer I.D. No. ______________________________________

e-Verify No. ______________________________________

Contact Person for This Bid ______________________________________

Phone Number ______________________________________

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

Local and/or Minority/Woman Business Enterprise Development Information

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

☐ Local ☐ Woman

☐ African-American ☐ Hispanic

☐ Majority ☐ Non-Local

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

☐ City of Savannah, Dept. of Economic Development ☐ The Herald Legal Ad

☐ Received Request by Mail ☐ The Savannah Tribune Legal Ad

☐ Visiting the Purchasing Office ☐ Savannah News Press Legal Ad

☐ Other: ______________________________________

☐ ___________________________ ☐ ___________________________

Name, Title Authorized Signature Date

/ _/20

SUBSCRIBED AND SWORNB BEFORE ME ON THIS THE ________________________ DAY OF ______________________, 20____

__________________________________________ Notary Public; My Commission Expires: ____________________________

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

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

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

[ ] Specifications- Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*
[ ] Manufacturing- Unique item, production time for model has expired, etc.
[ ] Bid Time- Insufficient time to properly respond to bid or proposal.
[ ] Delivery Time- Specified delivery time cannot be met.
[ ] Payment - Payment terms unacceptable. *(Please be specific)*
[ ] Bonding - We are unable to meet bonding requirements.
[ ] Insurance - We are unable to meet insurance requirements.
[ ] Removal - Remove our firm from your bidders list for the particular commodity or service.
[ ] Keep - Please keep our company on your bidders list for future reference.
[ ] Project is: ______/ Too Large ______/ Too Small ______/ Site or Location is Too Distant
[ ] Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*

VENDOR STATEMENT:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

[ ] Prime Contractor    [ ] Sub-Contractor    [ ] Supplier/Distributor

Bid/RFP Number: __________________________________ Title: __________________________________

__________________________________________________________________________

Signature/Title

__________________________________________________________________________

Company Name

__________________________________________________________________________

Telephone Number

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

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

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

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

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

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

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

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

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

FORM 3

RFP #16-84 | Page 10
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Date

in

City

and

State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

THIS THE ________ DAY OF __________________, 201___

SUBSCRIBED AND SWORN BEFORE ME ON

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 contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Date

in __________________________, and __________________________

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE ___________ DAY OF ______________________ , 201____

__________________________________________

NOTARY REPUBLIC

My Commission Expires

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

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

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with __________________________ and __________________________ on behalf of (Savannah-Chatham County Public School Systems (“SCCPS”)) 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__________

Date

in ________________________________, and ________________________________

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE ___________ DAY OF ________________________, 201__________

________________________

NOTARY REPUBLIC

My Commission Expires

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

FORM 6
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.

3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

4. List any prior suspensions or debarments by any government agency.

5. List any contracts not completed on time.

6. List any penalties imposed for time delays and/or quality of material and workmanship.

7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

8. List any pending civil actions against company for nonperformance of contract.

I, ______________________________, of ______________________________

Name of Individual Title & Authority Company Name
declare under oath that the above statements, including any supplemental responses attached hereto, are true.

Signature

State of ______________________________ County of ______________________________

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

FORM 7
All proposals shall be submitted on 8 1/2" x 11" paper, and prepared simply and concisely.

1. 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.

2. 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.

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

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

5. 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 proposer assumes the risk for having the proposal deposited on time and at the place specified. Late proposals will be returned unopened to the proposer.

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

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

8. 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.

9. In order to be considered for selection, proposer must submit a complete response to this RFP; one (1) unbound original and five (5) 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 and arranged in the following manner.

**PROPOSAL FORMAT**
To be considered, Offerors must submit a complete response to the Request for Proposal (RFP). Offerors shall prepare their proposals using the following format. Offerors who submit a proposal that does not address each of the sections specified below will be deemed non-responsive and the proposal submission deemed incomplete. Offerors are required to label/tab their submittal using the headings given below:
Section 1: Letter of Transmittal
This letter will summarize in a brief and concise manner, the Offeror’s understanding of the scope of work and make a positive commitment to timely provide requested services. The letter must name all of the persons authorized to make representations for the offeror, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the offeror must sign the Letter of Transmittal indicating the agent’s title or authority. The proposal shall name all persons or entities interested in the proposal. The letter should not exceed two (2) pages in length.

Section 2: Experience/Qualifications
This section shall address the offeror’s ability to fulfill requirements of the RFP. Provide responses to the following:

A. **Experience:** Describe in detail the firm’s ability and experience in providing “as needed” Drug/Alcohol Testing and Employee Physical Services and other specified services to educational, government or municipal agencies (preferably within the Southeast region of the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District.

B. State the full name, address, telephone number, fax number, and email address for the firm and/or subordinate firm that will perform or assist in performing the services described herein.

C. **Professional Experience:** Provide the names and biographical data for the physicians, physician assistant and nurse practitioners that will provide service to Savannah-Chatham County Public School System.

D. Provide biographical and experience profiles on each, including Board Certifications, professional credentials and a detailed description of their experience providing employment health services to educational institutions and other physically demanding jobs.

E. Provide the names, professional qualifications and experience of medical personnel (MRO) and/or expert witnesses that will be available under a resulting contract to provide litigation assistance. Expert witnesses may be required to testify at hearings, depositions, trials, or legal proceedings when requested by the District and/or Attorney General’s office.

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

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

H. **Current Service Commitments/Responsibilities:** State what existing contractual agreements that your firm currently has and identify the responsibilities and time (%) that each proposed team member will need to dedicate to those agreements.

Section 3: Service Plan
Describe in detail a proposed plan to satisfy the requirements of this Request for Proposal. In this section, discuss (in summary form) the firm’s understanding of the Scope of Services requested; any special techniques, procedures, software, or equipment that will be used or applied; expectations regarding the District’s responsibilities and contributions; limitation in delivering the required services; etc. Describe how your firm will comply with specifications and the Scope of Service.
1. **Testing Services**: Provide a detailed description of the type of initial screen test done, type of confirmatory test conducted and list the detection levels presently used. Include a detailed description of the types of tests routinely completed and those which are available.

Identify the normal and maximum times necessary to complete and report the final results to the requesting party of the District. Include operating days/hours and the turn-around time for pre-employment physicals; negative and positive drug/alcohol tests. Describe in detail your firm’s provisions for after-hours drug/alcohol testing.

2. Offeror must provide a list of all known equipment to be used on this contract.

3. Describe procedures used and the facilities available to store and split urine samples that tested positive in order to maintain the integrity of the specimen in accordance with DOT regulations.

4. Provide a detailed description of your courier service and indicate the area(s) services. Identify the number of years that the courier has been in service and the procedures used in the transportation of specimens.

5. Describe in detail, what assistance will be required by the District staff for your firm to comply with the Scope of Service requirements described herein.

6. Describe any limitations that your firm may have in providing the services requested herein.

7. Describe your firm’s service standards and guidelines and your interpretation of “Best Practices”.

8. Briefly describe how your firm will assure that all Drug Testing Services proposed will meet or exceed applicable Local, State, and Federal DOT requirements.

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

**Section 4: Client Work History/References**
State if the firm has operated under a different name within the past ten (10) years. If so, state the name that the firm previously operated under.

Provide at least five (5) clients for whom similar services have been performed within the last three (3) years. Include company name, contact name, address, e-mail address, phone number, fax number and date of work completion.

Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name and the name

**Section 5: Facilities/Location**
1. Provide in detail a description of the facilities where proposed services will be performed. If your firm has more than one location where proposed services can be performed provide a detail description of those facilities also. Include a self-evaluation of the condition of the facilities, handicapped accessibility and provisions for patient confidentiality and privacy. Facility photos are requested and finalists will be subjected to an on-site inspection and tour. Include ease of ingress/egress, traffic congestion, parking facilities and access to public transportation.
State the name, location, address, phone number, fax number, and email address of the Service Center and the Laboratory that will be handling all Drug Testing Services.

2. Include the proximity of facilities to District employees located in the following areas:

   1. District Administration Building - 208 Bull Street Savannah, Georgia 31401
   2. Maintenance and Operations – 2219 Gamble Road Savannah, Georgia 31405
   3. Transportation – 10 Interchange Court Savannah, Georgia
   4. Professional Learning and Development – Eli Whitney Complex
      2 Laura Avenue Savannah, Georgia 31404

Section 6: Cost Proposal
Complete Attachment B – (Drug/Alcohol Testing (Screening) and Employee Physical Services, Pages 20 through 23). If additional cost is relative to providing these services, please delineate cost in detail separately. Cost must be provided in a separate sealed envelope clearly marked “Cost/Fee Proposal”. The firm offering the overall lowest cost to the District will receive the total amount of points for cost.

Section 7: Evaluation and Selection Process
Submittals to this Request for Proposal will be evaluated on the responses to the sections identified above. A District Evaluation Team will convene and review the proposals submitted. The District will evaluate how well the offerors satisfy the scope of services required in terms of “responsiveness” to the requirements. The offerors will be ranked, without consideration of cost, on the technical merits of the proposal. Following the technical ranking of the proposals, the associated cost will be reviewed and the associated points will be determined and added to the firm’s technical score.

The District reserves the right to award multiple contracts as a result of this RFP. The District further reserves the right to negotiate the final cost prior to issuing a contract. The District reserves the right to make the award that is deemed to be in the best interest of the District.

Section 8: Evaluation of Proposals
All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by the Evaluation Committee. The District will not consider proposals from any firm or offeror who lacks accreditation or authorization to provide the services required or who fails to meet the minimum qualification requirements. The following criteria will be considered by the evaluation committee in the evaluation of this proposal:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Total Possible Award Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Experience/Qualifications (Section 2)</td>
<td>25</td>
</tr>
<tr>
<td>2. Service Plan (Section 3)</td>
<td>25</td>
</tr>
<tr>
<td>3. Client Work History/References (Section 4)</td>
<td>10</td>
</tr>
<tr>
<td>4. Facilities/Location (Section 5)</td>
<td>10</td>
</tr>
<tr>
<td>5. Cost Proposal (Section 6)</td>
<td>30</td>
</tr>
</tbody>
</table>

Firms are encouraged to submit additional or key reasons as to why their firm should be selected by the District to provide Drug/Alcohol Testing and Employee Physical Services. Failure to address any area adequately may cause the Proposal to be deemed unresponsive and therefore be excluded from consideration.
COST PROPOSAL SUBMITTAL FORM
(Attachment B)

RFP 16-84

Drug/Alcohol Testing and Employee Physical Services (Annual Contract)

The fee proposals from all firms will be opened and evaluated. After the initial review of all fee proposals, the District may request “Best and Final Offers”. Offerors will state the basis for their fee on the cost submittal form provided herein. (Please Note: All fees must be submitted in the format of and on the cost proposal form provided herein. The District reserves the right to accept or reject any fee proposal it is deemed in its best interest to do so.

The estimated quantities are provided for Offeror’s guidance only. No guarantee is expressed or implied as to the number of drug/alcohol testing (screening), pre-employment physicals, periodic employee physicals and other related employee health services. Estimates are based on Savannah-Chatham Public School Systems’ projected needs.

A copy of the Fee Proposal is required and shall be submitted with the Technical Proposal. All fee proposals will be submitted on the form provided by and in the format requested by the District, sealed in a #10 envelope, clearly marked with the RFP number and title, sub-titled “FEE PROPOSAL”. Fee proposals will only be considered from firms that comply with this process. NO FEES or COSTS shall be stated in the technical proposal package.

All Offerors must demonstrate the capability to remain in strict compliance with the procedures for the all required services as indicated in specifications requirements.

Costs is all inclusive for turn-key services and includes all MRO Services, labor materials, site visits reporting requirements, all overhead, licensing, permitting, insurance, gasoline, freight (as applicable), Mileage per diem, travel time, fuel surcharges, etc.

Offeror will only be compensated for actual services handled during any monthly billing period. Absolutely no increases in any type of fees or costs will be excepted or honored for the initial one year term of the contract or during the renewal options for years two (2) and three (3).

Successful Offeror(s) will be compensated by the District for all drug/alcohol testing (screening), pre-employment physicals, periodic employee physicals, and other related employee health services provided during any monthly period.
# COST PROPOSAL SUBMITTAL FORM

(Attachment B)

## RFP 16-84 Drug/Alcohol Testing and Employee Physical Services (Annual Contract)

### Drug/Alcohol Testing (Screening) Services

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-employment Drug/Alcohol Testing (Screening) (5-Panel)</td>
</tr>
<tr>
<td>D.O.T. Drug Screening</td>
</tr>
<tr>
<td>Random Testing</td>
</tr>
<tr>
<td>Reasonable Suspicion Testing</td>
</tr>
<tr>
<td>Return to Duty Testing</td>
</tr>
<tr>
<td>Five (5) Panel Drug Screen</td>
</tr>
<tr>
<td>Eight (8) Panel Drug Screen</td>
</tr>
<tr>
<td>Breath Alcohol Testing</td>
</tr>
<tr>
<td>Blood Alcohol Testing</td>
</tr>
<tr>
<td>CDL DOT Seven (7) Panel Drug Screen and/or Verification of Sample for Positive Readings (Upon request only)</td>
</tr>
<tr>
<td>CDL DOT 7-Panel Drug Screen</td>
</tr>
<tr>
<td>Hair Sample Screen</td>
</tr>
<tr>
<td>Drug Screen Blood</td>
</tr>
<tr>
<td>Confirmations</td>
</tr>
<tr>
<td>Live Testimony of MRO (per hour)</td>
</tr>
<tr>
<td>Live Testimony of Lab Personnel (per hour)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Estimated Usage</th>
<th>“Off-Site” Testing Unit Cost per Employee</th>
<th>Total Annual Cost (Estimated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-employment Drug/Alcohol Testing (Screening) (5-Panel)</td>
<td>2,500</td>
<td>/Each</td>
<td></td>
</tr>
<tr>
<td>D.O.T. Drug Screening</td>
<td></td>
<td>/Each</td>
<td></td>
</tr>
<tr>
<td>Random Testing</td>
<td></td>
<td>/Each</td>
<td></td>
</tr>
<tr>
<td>Reasonable Suspicion Testing</td>
<td></td>
<td>/Each</td>
<td></td>
</tr>
<tr>
<td>Return to Duty Testing</td>
<td></td>
<td>/Each</td>
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</tr>
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<td></td>
</tr>
<tr>
<td>Live Testimony of Lab Personnel (per hour)</td>
<td></td>
<td>/Each</td>
<td></td>
</tr>
</tbody>
</table>

In submitting this Request for Proposal, I agree to the following:

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

The undersigned, having read and examined the Documents and Attachment “A” specifications entitled “RFP 16-84 Drug/Alcohol Testing and Employee Physical Services (Annual Contract)” for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc., and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.
COST PROPOSAL SUBMITTAL FORM
(Attachment B/continued)

RFP 16-84 Drug/Alcohol Testing and Employee Physical Services (Annual Contract)

Drug/Alcohol Testing (Screening) Services

Name Printed: ________________________________

Signature/Title: ______________________________

Date: ________________________________

Firm Name: ________________________________

Firm’s Address: ______________________________

City/State/Zip: ______________________________

Telephone Number: ______________________________

Fax Number: ______________________________

Email Address: ______________________________

Available to commence services within ____________/days of receipt of Contract Award Notification And Notice to Proceed.
COST PROPOSAL SUBMITTAL FORM
(Attachment B)

RFP 16-84 Drug/Alcohol Testing and Employee Physical Services (Annual Contract)

Employee Physical Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pre-placement physicals (with medical history, urinalysis, vision &amp; hearing screening and upper extremity check)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Pre-placement DOT physicals (Mechanics) with above included.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Annual Re-Certification DOT Physicals</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>PPD Test (TB Test every three (3) years)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Chest X-Ray one (1) view (Only if employee can’t take PPD)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Audiometric Testing</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Lift Assessment Testing</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Physical Agility Test for Drivers and Bus Monitors</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Return to work/fitness for duty</td>
<td></td>
</tr>
</tbody>
</table>

In submitting this Request for Proposal, I agree to the following:

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

The undersigned, having read and examined the Documents and Attachment “A” specifications entitled “RFP 16-84 Drug/Alcohol Testing and Employee Physical Services (Annual Contract)” for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc., and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.
COST PROPOSAL SUBMITTAL FORM
(Attachment B /continued)

RFP 16-84 Drug/Alcohol Testing and Employee Physical Services (Annual Contract)

Employee Physical Services

Name Printed: ____________________________________________________________

Signature/Title: _________________________________________________________

Date: ___________________________________________________________________{

Firm Name: ______________________________________________________________

Firm’s Address: __________________________________________________________

City/State/Zip: __________________________________________________________

Telephone Number: _______________________________________________________

Fax Number: _____________________________________________________________

Email Address: ___________________________________________________________

Available to commence services within ____________/days of receipt of Contract Award Notification And Notice to Proceed.
1.0 GENERAL INTENT
It is the intent of the Savannah-Chatham County Public School System to enter into an annual contract with qualified firm(s) to assist and provide the District with an effective service plan for providing drug/alcohol testing (screening), pre-employment physicals, periodic employee physicals, and other related employee health services. Any deviations from these specifications must be clearly noted by the Offeror. Adequate information to allow SCCPSS to evaluate those exceptions must be submitted with the proposal. If proposing solutions other than specified, Offeror must clearly describe the nature of those solutions.

The District intends to award an annual contract to a qualified primary and secondary Offeror for these services as a result of this request for proposal. The award will be made as outlined in the evaluation criteria including cost and other factors in the proposal submitted.

2.0 SCOPE OF WORK
Successful offeror(s) must be qualified to provide the required drug/alcohol testing, pre-employment physicals, periodic employee physicals, and other related employee health services. The service plan must provide both quality and timely services that will insure applicants and employees are physically qualified to perform the required tasks of the position assigned. No minimum number of personnel can be guaranteed; services will be required on an “as needed basis”.

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

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 bidders selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid packet itself, (2) requests for interpretation, requests for material substitutions, protests, or similar inquiries to the purchasing department, (3) documents circulated at oral presentations before selection committees, or (4) documents circulated in connection with contract negotiations with the bidder(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing’s 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 bidder may result in the rejection of the prospective bidder’s bid response and disqualify the prospective bidder from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District’s Purchasing Department.

4.0 GRATUITY PROHIBITION
The successful Offeror(s) 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.
5.0 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.

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

A. Forms 1 through 7
B. Certificate of Insurance (Limits stated in the Section on Insurance; Firm will list the District as additional insured and Certificate Holder)
C. Copy of Current Business License/Tax Certificate.
D. State of Georgia License (As applicable)
E. Copy of Manufacturer Data Sheets/Specifications (As applicable)
F. Standard Manufacturer’s Warranty (minimum 1 year) (As applicable)
G. Extended Warranty (As applicable)
H. Completed W-9 Form
I. Contractor’s Affidavit (E-Verify)
J. List of Medical Personnel/Technicians that will be assigned to a resulting contract and proof of Medical Personnel/Technician certifications (As Applicable) (Service only)
K. Equipment Operations Manual (As applicable)

For proposals or bids to be considered, offerors shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this RFP document.

7.0 OFFEROR REPRESENTATIONS
Each Offeror by submitting a RFP represents that:

- The Offeror has read and understands this RFP (including all specifications and attachments) and that their RFP is made in accordance therewith.
- The Offeror has reviewed the RFP, has become familiar with the local conditions under which the Scope of Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- The RFP is based on the terms, materials, systems, and equipment required by this RFP, without exception.
- The Offeror is qualified to provide the services and equipment required under this RFP and if awarded the Contract, will do so in a professional, timely manner using Offeror’s best skill and attention.

8.0 PERMITS AND LICENSES
The successful offeror(s) shall, without additional expense to the District, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of Georgia, a municipality or by the County or any other authority having jurisdiction. Prior to execution of a contract, the successful offeror(s) may be required to provide a copy of its current applicable Contractor’s License issued by the State of Georgia and by the County. Any subcontractor must comply with the regulations promulgated in the Georgia Contractor’s Licensing Board as enforced by the Georgia Licensing Board for Georgia. Contractor’s (and or any subcontractor’s) License Number, Person’s Name and Business Name must all be shown on all required licenses.
9.0 BASIS OF CONTRACT AWARD
The District intends to award an annual contract to a qualified primary and secondary Offeror for these services as a result of this request for proposal. The award will be made as outlined in the evaluation criteria including cost and other factors in the proposal submitted.

The District reserves the right to waive any technical or formal errors or omissions of the District and to reject any and all proposals, or to award contract(s) for drug/alcohol testing, pre-employment physicals, periodic employee physicals, and other related employee health services in the best interest of the District. The District shall be the sole judge of the suitability of the items or services to be provided pursuant to this RFP. The Offeror’s firm must have experience in providing the required services. SCCPSS reserves the right to award to multiple vendors.

10.0 NOTICE OF CONTRACT AWARD
The successful offeror(s) will be notified of acceptance of RFP by a written Notice of Award of contract. The successful (s) shall not undertake any work, and the District will not be responsible for payment for any work whatsoever undertaken by successful Offeror(s) prior to issuance of the Notice to Proceed.

11.0 NOTICE TO PROCEED
A Notice to Proceed will be issued after the successful Offeror(s) has executed the contract document and has submitted acceptable performance and payment bonds (if applicable) to the District as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful offeror(s) shall not deliver any equipment to the work site or commence work until the successful offeror(s) has received a written Notice to Proceed from the districts Purchasing Department.

12.0 OFFEROR’S QUALIFICATIONS
Before a RFP is considered for award, the Offeror may be requested by the District to submit a statement providing additional information regarding their previous experience in performing comparable Work.

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

14.0 ASSIGNMENT OF CONTRACT
The contract shall not be assignable by the Offeror(s) in whole or in part without the written consent of the Savannah-Chatham County Public School System.

15.0 BACKGROUND INFORMATION
The Savannah/Chatham County Public School System (SCCPSS) is a medium-sized school district with an enrollment of approximately 34,800 students in grades Pre-K through 12. There are 55 schools, 9 alternative programs, and 30 administrative/instructional support sites in this District.

The successful Offeror shall furnish all necessary resources to provide the services required by SCCPSS. SCCPSS’ Chief Human Resources Officer shall serve as the contract administrator and will decide all questions which may arise as to the quality and acceptability of any work performed under the resulting contract.

If, in the opinion of the Chief Human Resources Officer, performance becomes unsatisfactory, SCCPSS shall notify the Offeror(s).
16.0 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.

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade(s) involved. All work shall be executed by personnel skilled in their respective areas of work.

17.0 SPECIFICATIONS
The successful offeror(s) shall certify that they provide and are responsible for the following:

Testing Requirements

1. All testing and storage will conform to and be in accordance with U.S. Department of Health and Human Services (DHHS) standard and all applicable regulations, including DOT procedures (49 CFR Part 40).
2. Testing methods will include a split sample analysis. Emit screen and GC/MS confirmation of position samples.
3. Testing and examinations will be for Routine, DOT and Medical Review Officer (MRO) Services. MRO Services are required on all “positive” non-DOT tests.
4. Offeror will be responsible for providing MRO as no additional cost/fee to the District.
5. Non-DOT screening shall include Amphetamines/Methamphetamines, Cannabinoid, Cocaine, Opiates and Phencyclidines. Cut-offs levels will be accordance with SAMSHA.
6. DOT Screening will be conducted in accordance with illegal substances identified in 49 CFR Part 40.
7. Test results for all screenings will be available to and submitted to the appropriate District staff member within forty-eight (48) hours from initial screening date.

Collection Requirements

1. Chain of Custody Report will indicate time of test.
2. Offeror will be responsible for providing all supplies essential to the collection, identification, packaging and transportation of specimens to the testing site(s) for onsite collection, at no additional charge to the District. All specimen containers will conform to the applicable statutes and regulations to assure that the specimens retain the integrity required to minimize the possibility of damage during shipping.
3. Offeror will receive urine specimens from external collectors, conduct the initial drug/alcohol testing (screen), the confirmatory test, if necessary, and report the final results of each completed test to the Offeror’s appointed MRO.
4. The handling of all specimen collections shall be conducted in accordance to applicable federal regulations and guidelines to assure the integrity of the specimen and the privacy of the donor.
5. Offeror will maintain strict confidentiality conforming to the applicable statutes and regulations.
6. At the request of the District designee, Offeror will contact collection site personnel and direct them in the proper manner to transport the urine specimens to the appropriate testing site.
7. Offeror will designate a company representative to meet quarterly with District staff to review and evaluate services.
8. District staff shall be notified forty-five (45) days in advance of any proposed changes to location, process, medical review officer or major staffing levels.

Laboratory Facility Requirements
Laboratory shall be a DHHS certified laboratory. If applicable, off-site location shall be regularly engaged in the business of providing the required specimen collection. Facility will provide adequate waiting room for employees and will be located within Chatham County. A list which identifies each collection site, address, phone numbers, and hours of operation will be provided to District contract representative.
Employee Physical Services

1. A Board certified physician or physician’s assistant shall conduct all physical examinations.
2. The examination shall consist of a general physical examination and appropriate laboratory test administered to determine the prospective employee’s ability to meet the physical demands of the job for which he/she has been selected.
3. It is the responsibility of the Offeror (“Examining Physician”) to determine and report any conditions, which in his/her professional opinion will preclude the individual examined from satisfactorily performing the essential duties of the job for which he/she was selected. If the applicant is recommended for employment, the physician will be required to sign a “Certificate of Medical Examination” form.
4. Appointments will be scheduled by the Human Resources with the Offeror (s).
5. Consultative services and services typically associated with a company physician are occasionally required. This may involve calling an employee’s private physician with questions regarding FMLA certifications or performing fitness for duty physical examinations. Fitness for duty physicals will normally involve an in-depth look at a particular injury of physical condition to determine employee’s ability to return to duty. Please describe your level of familiarity with Family and Medical Leave Act (FMLA), and the Americans with Disabilities ACT (ADA), and indicate your willingness to question other physician’s assessments and certifications.
6. The awarded Offeror(s) will be required to complete and return, to the Human Resources Department, the following forms:
   a. Certification of Medical Examination forms.
   b. Copy of Panel Drug/Alcohol screening test form from a certified laboratory. Offeror(s) will be required to provide this form.
   c. Physical Examination and Drug/Alcohol Release form.
7. Physical Examination shall include the following:
   a. Height
   b. Weight
   c. Blood Pressure
   d. Eyes to include: Distant vision without glasses – both eyes
      Distant vision with glasses – both eyes
      Evidence of disease or injury – both eyes
      Color vision
   e. Ears to include: Ordinary conversation – both ears
      Evidence of disease or injury – both ears
   f. Nose, sinus disease, etc.
   g. Mouth and throat
   h. Gastro-intestinal
   i. Thyroid and other glands
   j. Heart and blood vessels
   k. Lungs
   l. Hernia, varicose veins, varicocele
   m. Genito-urinary disease
   n. Nervous system
   o. Flat feet, Scars deformities
   p. Drug/Alcohol Test
   q. Optional: Chest x-rays, if requested – Retakes on x-rays will be processed at the expense of the Offeror.

18.0 SAMPLES
Upon notification by the Board the apparent successful Contractor shall provide, within three (3) days, samples as requested. Samples will be provided at the expense of the Contractor.
19.0 DEMONSTRATION/TRAINING (Not Applicable)
Successful Contractor may be called upon to provide in-house training to Board personnel to demonstrate the most effective use of their services. Demonstrations and training shall be provided by the successful Offeror(s) at no cost to the district.

20.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID
If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the solicitation, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addendum and shall be given by written notice to all parties who have received this solicitation from the Savannah-Chatham Public School System’s Purchasing Department. The vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the solicitation prior to submitting a response 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 vendor(s).

21.0 REQUEST FOR INTERPRETATION
Interested vendors may contact the District to obtain clarification of the solicitation. 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 solicitation or to give information as to the requirements of the solicitation in addition to that contained in the written document. Interpretations of the solicitation or additional information as to its requirements, where necessary, shall be communicated to vendors by written addendum to all parties who requested the solicitation. No questions will be answered by telephone or emails.

Due to the large number of vendors listed in certain categories of the SCCPSS vendor's list, not all vendors will necessarily be sent a notice each time a Request for Proposal is issued. The onus rests on the vendor to view the SCCPSS website, www.sccpss.com, frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; www.sccpss.com, click on "Divisions>Finance>Purchasing Department>Active Bids & RFPs", click on Bid Name to view the solicitation document. Click Supporting Docs to view additional information.

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

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

24.0 RFP ACCEPTANCE PERIOD
A one-hundred twenty (120) day period from bid closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the one-hundred twenty (120) day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed cancelled.
25.0 PERFORMANCE PERIOD
If awarded, this proposal will establish a contract to be put in place and remain open for a one (1) year period beginning with contract award. The "Board" reserves the right to renew this contract for two (2) additional one year renewal periods provided all prices, terms, and conditions remain unchanged and both parties agree to renew the contract. Any renewal will be based on satisfactory performance by the Contractor during the previous year as to cost and service provided. Cost submitted on the cost submittal form shall be firm throughout the contract award period.

All cost shall be firm for the term of the contract. The successful offeror(s) agrees to this condition by signing its Request for Proposal (RFP) submittal. Any deviations from this requirement shall result in contract termination.

26.0 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 Contractor 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 Contractor, 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.

27.0 PRICING
Cost must be submitted as requested in the solicitation. SCCPSS will neither honor nor consider any price increases or add-on cost during the established performance period.

28.0 PUBLIC RECORDS LAW
Pursuant to Georgia Statute, it is the practice of SCCPSS to make available for public inspection and copying any information received in response to an Invitation to Bid (ITB) or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to trade secret statutes. It is recommended that potential service providers exclude from their response any information that, in their judgement, may be considered a trade secret.

29.0 DELIVERY AND INSTALL (Not Applicable)
All deliveries made to District sites shall require inside delivery. Pricing must include any and all delivery and/or installation charges. Delivery and/or installation requirements must be priced as stated on the RFP Cost 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 Contractor shall allow the District, thirty (30) days after installation to report defects. The successful Contractor must make all necessary repairs within the thirty (30) day specified period of time. If, in the opinion of the District or designee, services become unsatisfactory, SCCPSS shall notify the successful Contractor of the cancellation of the agreement for default.
30.0 TERMS OF PAYMENT & INVOICING
Offeror(s) shall invoice the Board after services have been accepted by the requesting site representative and/or site administrator.

Payment terms are 2% 10 Net 40. Payment will not be released to the Offeror(s) until all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.

When submitting invoice for payment, the vendor shall list the following items on his/her invoice. In addition, the Bidder/Contractor 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 16-84

All original invoices should be mailed to:

Savannah-Chatham County Board of Education
Attention: ACCOUNTS PAYABLE
208 Bull Street Room 119
Savannah, Georgia 31401

31.0 QUANTITIES
Any estimated quantities given are intended only as a guide for the Offeror(s). 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(s) shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract. Offeror(s) failing to honor or fulfill purchasing requirements during the established performance period is subject to be removed from the bidder's list for two (2) bid cycles.

32.0 WARRANTY (Not Applicable)
A standard manufacturer warranty shall apply to all equipment, parts, and supplies provided under a resulting contract. The Contractor 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 Contractor 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. Contractor must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of the commodity or service.

33.0 TAXES
Contractor will timely pay all taxes lawfully imposed upon Contractor with respect to this Contract. Contractor makes no representation whatsoever regarding any tax liability of Contractor, nor regarding any exemption from tax liability related to this Contract.
34.0 DELAYS AND EXTENSION OF TIME
If the Contractor 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 Contractor’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 Contractor may agree.

35.0 LIQUIDATED DAMAGES
The District will reduce the Contractor’s invoice in the amount of $100.00 /PER DAY for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Contractor’s invoice for failure to provide the services as specified to include late performance.

In the event of any delayed Work completion and the Contractor’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 Contractor therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

36.0 DAMAGES
The Contractor shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.

37.0 MINIMUM CONTRACTOR QUALIFICATIONS
A. Offeror must be an organization existing for the primary purpose of providing drug/alcohol testing (screening), pre-employment physicals, periodic employee physicals, and other related employee health services.

B. Offeror must have a minimum of five (5) years continuous years prior experience in providing drug/alcohol testing (screening), pre-employment physicals, periodic employee physicals, and other related employee health services to educational, governmental or municipal agencies (preferably located within the State of Georgia) with scope of service requirements that are similar to or the same as that requested by the District.

C. Offeror must be authorized and licensed by the State of Georgia to provide providing drug/alcohol testing (screening), pre-employment physicals, periodic employee physicals, and other related employee health services.

D. Offeror must have an office that is staffed with a minimum of one (1) full-time representative during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

E. Offeror must demonstrate its ability to commence services within thirty (30) days of contract award and that is has sufficient technical and support staff to comply with the District’s requirement upon the award of a resulting contract.

F. Offeror must have a minimum of five (5) years’ experience in preparing for and providing litigation assistance and participating in hearings, depositions, trials, or legal proceedings requested by an agency and/or Attorney General’s office.

G. The Offeror will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

H. The Offeror must demonstrate its ability to meet all Bonding and Insurance requirements (as applicable) and all Warranty Requirements.

I. The Offeror must demonstrate its financial stability by providing to the District (upon written request only) a copy of their most recent Audited Financial Statement.

J. Offeror must demonstrate its ability to meet all insurance requirements including an Errors and Omissions Policy with a minimum of $500,000 per occurrence.

K. The Contractor must comply with all licensing, insurance, and registration requirements.

L. The contractor shall have been in business for a minimum of five (5) years.
38.0 SUPERVISION OF CONTRACTOR PERSONNEL
The Contractor must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

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

A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.

B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.

C. The use of tobacco or tobacco products on Board property is prohibited by State law.

D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.

E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.

H. By submission of a bid, the Contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor’s employees during the performance of the contract.

I. The Contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such bidder.

Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor's agreement with the Contractor for the District's contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor's agreement with the Board shall be terminated.
40.0 SUBCONTRACTING
The Contractor shall not subcontract any part of the work to be covered by this contract without the District’s prior written approval. All approved subcontractors Providers and their personnel assigned to this contract shall be listed as Attachment A “Personnel Listing” of this document.
The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each 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.

41.0 OCCUPATIONAL SAFETY AND HEALTH ACTS
Contractor(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

42.0 BID BOND AND PERFORMANCE/PAYMENT BOND REQUIREMENTS (Not Applicable)
Bidders are required to submit with their bid a Bid Bond in the form of (a) Bid Bond payable to the Savannah-Chatham County Public School System, Chief Financial Officer; or (b) a bank draft, cashier’s check, or money order payable to the order of the Savannah-Chatham County Public School System, Chief Financial Officer.

The Bid Bond will be in the amount not less than five percent (5%) of the total bid amount as a guarantee that the Bidder will, within fifteen (15) days after the date of the conditional award of a contract, execute an agreement as required by the contract documents, if its’ bid is accepted. Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a Surety Company approved by the District, that has the minimum equivalency of a Best and Company A-X Rating. If Successful Bidder fails to execute and file any Agreement or fails to furnish any bond, insurance, or document required by the contract documents, the bid security submitted with bid will be forfeited as liquidated damages. Successful Contractor will be required to provide a performance/payment bond within fourteen (14) days of intent to award for the total project cost.

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

44.0 INDEMNIFICATION
The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the “Board”), the Savannah-Chatham County Public School District, and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation.
This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnitees.

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

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

**Suits or Claims for Infringement.** Contractor shall indemnify and hold the Indemnitees 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.

**45.0 INSURANCE REQUIREMENTS**
The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractors bid.

Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

- **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.
- **Automobile Liability**-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than $1,000,000 combined single limit covering all work performed under this contract.
- **Limits** may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- **Worker's Compensation Insurance**- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq.
- **Umbrella Liability**- Limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

Bidders shall provide Certificate of Insurance with their submittal as proof of current insurance coverage. Failure to provide proof of insurance coverage will result in rejection of the submitted bid. Upon notification of award the successful bidder will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.
46.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION
Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

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

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

47.0 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.

48.0 COMPLIANCE WITH LAWS
Contractor will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations.

Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

49.0 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.

50.0 OBLIGATION OF BIDDER/CONTRACTOR
By submitting a bid, the bidder/contractor 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.

51.0 SCHEDULING OF WORK
All work will be scheduled with the District’s Contract Representative, Ramon Ray, or their designee. All work will be performed during normal business hours unless RFP option for evening, weekend and holiday work schedule is accepted and awarded by the District.

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

53.0 EFFECT OF LATER DETERMINATION
In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 58.0 and without any other damages or relief.

54.0 OWNER’S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT
In case of failure to deliver goods or supply services in accordance with the contract’s terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold the successful bidder(s) responsible for any resulting additional purchase and administrative costs.

This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the successful bidder(s) shall fail to fulfil in a timely and proper manner their obligations under this contract, or if the successful bidder violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

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

After receipt of a notice of termination, successful bidder must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve successful bidder of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service but no amount shall be allowed for anticipated profit on unperformed service.
ATTACHMENT “B” INSURANCE REQUIREMENTS
RFP# 16-84

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

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than $1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as additional insured under awarded bidder's insurance policy for the duration of this contract.
ATTACHMENT “C” LMWBE BUSINESS PARTICIPATION PROGRAM
RFP# 16-84

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 bidder 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 bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

1. African-American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.
4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

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

NAME OF BIDDER/PROPOSER: ________________________________ RFP #: 16-84

PROJECT TITLE: ________________________________ TOTAL BID AMOUNT: $ ________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>SUBCONTRACT VALUE</th>
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AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _______% $ ______________________

WOMEN PARTICIPATION TOTAL VALUE: _______% $ ______________________

OTHER MINORITY PARTICIPATION TOTAL VALUE: _______% $ ______________________

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

__________________________
Signature

__________________________
Title

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

__________________________
Date

__________________________
Signature

__________________________
Title

NOTE: The Savannah Entrepreneurial Center is available to identify qualified LMWBE’s. Please contact the Office at (912) 652-3582.
Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

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<tr>
<th>Activity</th>
<th>Yes</th>
<th>No</th>
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<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Communicating with the Savannah Entrepreneurial Center to identify available qualified LMWBEs.</td>
<td>Yes</td>
<td>No</td>
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<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td>Please explain efforts:</td>
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ATTACHMENT “C” – Exhibit #3
JOINT-VENTURE DISCLOSURE STATEMENT

NAME OF BIDDER/PROPOSER: __________________________________________ RFP #: 16-84

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

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

NAME OF CONTRACTOR/CONSULTANT: ___________________________________________  RFP #: 16-84

PROJECT TITLE: ________________________________________________________________

DATE: ______________________ PROJECT LOCATION: ______________________________

CONTRACT AMOUNT: $ __________________________

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<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:

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

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