Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for ERATE Eligible Internet Bandwidth at the District's Central Office. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to 1/18/2018 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 be not be accepted. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Late proposals received will be so noted in the bid file in order that the vendor’s name will not be removed from the subject commodity/service list. Late proposals will not be considered and will be returned unopened to the offeror.

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

All proposals must be submitted in a sealed envelope with the proposal name, and the closing date and time clearly marked on the outside. If proposal materials require additional envelopes, then all mailing articles must be combined together and marked as described above. A copy of the proposal register will be posted to the District’s website within seventy-two (72) hours after the closing date.

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 Request for Proposal solicitation, either before or after the proposal opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

[Signature]

Sabrina L. Scales, CPPB
Purchasing Director

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

"AN EQUAL OPPORTUNITY EMPLOYER"
REQUEST FOR PROPOSAL #18-42

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 ERATE Eligible Internet Bandwidth at the District's Central Office 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 18-42
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% 10 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 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 addenda 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, Monday, January 8, 2018. 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. All addenda issued against this project will be posted to the District’s website.

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

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises (LMWBEs) who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District’s facilities construction, maintenance and repair programs. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. 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 business.

For the purposes of this policy, good faith efforts may include, but not be limited to, the following:

- Attend pre-solicitation meetings to inform LMWBEs of subcontracting opportunities.
- Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.
- Review the District’s list of vendors indicating an interest in providing services to the District.
- Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- Solicit and negotiate with available and qualified LMWBEs for specific subcontracting opportunities.
- Assign substantive work to LMWBEs or LMWBE teaming partners.

For the purposes of this policy, 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.

For the purposes of this policy, 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 or 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 with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and

For the purposes of this policy, 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.

SCCPS shall, through their program management and construction management providers, engage in efforts to communicate opportunities afforded by the District’s facilities construction, maintenance and repair programs to LMWBEs, including but not limited to:

- Communicate opportunities associated with SCCPS facilities construction, maintenance and repair programs to the citizens of Chatham County,
- Work with other local governments and relevant community organizations to provide technical assistance and guidance to LMWBEs;
- Develop strategies to assist prime contractors in maximizing their utilization of LMWBEs;
- Develop and provide informational sessions to educate LMWBEs in the requirements of the District’s procurement process;
- Provide notices as outlined above and maintain a list of vendors who have provided or are interested in providing services to the SCCPS, as outlined above.

RFP #18-42 ERATE Eligible Internet Bandwidth at the District’s Central Office | Page 5
SCCPSS may, from time to time, audit vendor contracts with and payments to LWMBE contractors and subcontractors and may require that proof of such contracts and payments be provided to the SCCPSS.

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

Q. “Responsive” Offeror Criteria

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

Discussion may be held with offerors submitting proposals acceptable or potentially acceptable. The purpose of the discussions are to:

1. Promote understanding of the Board’s requirements and the offeror’s proposals; and
2. Facilitate arriving at a contract most advantageous to the Board taking into consideration price and other evaluation factors set forth in the RFP.

T. Compliance with Specification/Terms and Conditions

The Request for Proposal, Legal Advertisement, General Terms and Conditions, Proposal Submittal Instructions, Special Terms and Conditions, Specifications, Attachments, Vendor’s Response, any addenda, and/or any other pertinent documents form a part of the offeror’s proposal and by reference are made a part hereof.

U. Award of Contract

The contract, if awarded, will be awarded by means of a two-step process as described in Attachment “A” Specifications.

Product quality, service issues and other factors stipulated above in Condition “O” must be met to the satisfaction of the Board for a proposal to be considered responsive. Moreover, the Board will award the contract to the next most qualified offeror if the selected offeror is unable to execute a contract and provide delivery within the time parameters specified in this RFP.

In the case of a tie of more than three offerors at the conclusion of the first step, the top three offerors will be determined by the following criteria:

1. Savannah-Chatham County LMWBE  
2. Savannah-Chatham County Vendor  
3. Metropolitan Statistical Area Vendor  
4. Georgia Vendor

If proposals remained tied, then award will be made by means of a public coin flip performed by the Purchasing Agent and witnessed by one other Board employee.

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 ERATE Eligible Internet Bandwidth at the District’s Central Office", 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, fax number, email address 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:

* Typtyped 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 respondants 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 #18-42 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. Performance Bonds

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

C. Samples/Demonstrations

The Board reserves the right to request samples after 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 be returned at the offeror’s expense. A request for the return of samples must be made within ten (10) days after contract award. 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.

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

D. 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 ☐ Asian-American

☐ African-American ☐ Hispanic ☐ American Indian

☐ Majority ☐ Non-Local

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

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

☐ Received Request by Mail ☐ The Savannah Tribune Legal Ad

☐ Visiting the Purchasing Office ☐ Savannah News Press Legal Ad

☐ Other: ________________________________

________________________________________ / ______________/20____

Name, Title ________________________________ Authorized Signature ________________________________ Date ________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE____________________DAY OF ______________________, 20____

________________________________________ Notary Public; My Commission Expires: ________________________________

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

In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from 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, specially 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: 18-42  Title: ERATE Eligible Internet Bandwidth at the District's Central Office

Signature/Title

Company Name

Telephone Number

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

FORM 2
| 1. Company Name: |  
| Contact Person: |  
| Phone Number: | FAX Number: |  
| E-Mail Address: |  
| 2. Company Name: |  
| Contact Person: |  
| Phone Number: | FAX Number: |  
| E-Mail Address: |  
| 3. Company Name: |  
| Contact Person: |  
| Phone Number: | FAX Number: |  
| E-Mail Address: |  
| 4. Company Name: |  
| Contact Person: |  
| Phone Number: | FAX Number: |  
| E-Mail Address: |  
| 5. Company Name: |  
| Contact Person: |  
| Phone Number: | FAX Number: |  
| E-Mail Address: |  
| 6. Company Name: |  
| Contact Person: |  
| Phone Number: | FAX Number: |  
| E-Mail Address: |  
| 7. Company Name: |  
| Contact Person: |  
| Phone Number: | FAX Number: |  
| E-Mail Address: |  

FORM 3
Contractor Affidavit under O.C.G.A. § 13-10-9(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 Savannah-Chatham County Public School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFP #18-42 ERATE Eligible Internet Bandwidth at the District's Central Office

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

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

Date

in ________________________, and ________________________, State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE __________ DAY OF ____________________, 201____


NOTARY REPUBLIC

My Commission Expires

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

RFP #18-42 ERATE Eligible Internet Bandwidth at the District's Central Office

Name of Project

Savannah-Chatham County Public School System

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

RFP #18-42 ERATE Eligible Internet Bandwidth at the District's Central Office

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ________________, 201____ in ________________, and ________________, State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE _________ DAY OF ____________________, 201____

________________________________________

NOTARY REPUBLIC

My Commission Expires

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

FORM 6
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 convictions or civil judgments under state or federal antitrust statutes.

4. 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.

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

6. List any contracts not completed on time.

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

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

9. 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.
Please Note: The proposal submittal form and Attachment “A” supersede any information stated in the General Terms and Conditions of this solicitation document.

SOURCE SELECTION METHOD
The competitive sealed proposal procurement process described herein will be conducted in a two (2) step process:

Step 1 (Total Possible Points 60) - Submission of Technical Proposals

Step 2 (Total Possible Points 40) - Submission of Fee Proposal and Best and Final Offers

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

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

A. Executive Summary/Cover Letter
B. Business Profile
C. Company Experience and Certification
D. Support Plan
E. References
F. Fee Proposal- One (1) original to be submitted sealed in a separate #10 envelope, and marked with RFP number and title. After initial review of all fee proposals, the District may request "Best and Final Offers".

EACH TECHNICAL PROPOSAL MUST BE SUBMITTED AS ONE (1) ORIGINAL, FIVE (5) COPIES, AND A FLASH DRIVE TO:

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

***ALL INFORMATION MUST BE SUBMITTED IN THE APPROPRIATE TABBED SECTIONS AS DETAILED BELOW*** Failure to submit the required information in tabbed sections, may result in the offeror being deemed non-responsive.

STEP 1- TECHNICAL PROPOSALS (Total Possible Points 60):

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

SECTION B: Business Profile – Not Scored
Describe in this section, the business organization, who will serve as major project participants, and their respective roles:

A. Business Organization  Provide a brief description of the firm, its history, and a statement which describes the firm’s experience in providing ERATE Eligible Internet Bandwidth services.

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

C. Account Representation  Provide the name(s), title(s), address, phone number, fax number, and email address of the primary company representative(s) to be contacted regarding proposal response.
D. **Customer Service** Identify who will serve as the District's primary account representative and the name, address and phone number for whom all contract related correspondence will be forwarded. The Customer Service representative shall serve as the main point of contact in assisting the end user at each school site with product research, product issues, back order status, invoice discrepancies, problem resolution, contract discount price quotes, etc.

E. **Service Center Location** State the name, location, address, phone number, fax number, and email address of the Service Center that will be handling all SCCPSS orders and inquiries.

F. **Organizational Changes** State what changes have occurred in the firm over the past six (6) months in regard to staff, organizational structure, capital, etc., and any reason for the changes. Also state any additional changes that the firm will implement over the next six (6) months.

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

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

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

**SECTION C: Company Experience and Network Design - Total Possible Points 30**

In this section, describe the firm's experience in providing ERATE Eligible Internet Bandwidth services and its capability to meet the District's goals. State the number of years' experience in providing ERATE Eligible Internet Bandwidth services to organizations or entities of similar size, scope and type. Discuss your firm's qualifications and certifications obtained to provide Internet Bandwidth services to include:

A. Describe how your firm will comply with the specifications and scope of service requirements emphasizing your firm's knowledge and experience in providing Internet Bandwidth services to K-12 educational, municipal and/or governmental agencies (preferably within the State of Georgia).

B. Provide a detailed statement of work/deployment plan for the installation of equipment and services at District Central Office located at 208 Bull Street, Savannah, Georgia 31401.

C. Discuss company locations with the abilities to offer redundancy. Network design for the Savannah-Chatham area showing how you provide redundancy and scale to meet customer need.

D. Discuss detailed Disaster Recovery Plan for the sites serving the Savannah area.

**SECTION E: Support Plan- Total Possible Points 20**

The Offeror shall:

A. List and describe technical personnel and support personnel by location.

B. Provide a detailed description of any plans for outsourcing any part of the service.

C. Provide a detailed description of system reporting.

D. Provide a detailed description of the support the district will receive for the service along with service level agreements (SLA). This detail should include how the vendor expects to meet their SLA commitments.

**SECTION G: References- Total Possible Points 10**

A. **Client References** (Maximum of 10 points) Provide a list of five (5) current or past K-12 Educational clients that your firm has provided Internet Bandwidth Services to within the past five (5) years. Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name, and the name, address, phone number, fax number, email address (if known) of the agency representative, the annual dollar volume with each client, and the ordering and delivery methods used with each. The District reserves the right to contact any reference provided. (Complete Form 3)

**SECTION H: Schedules and Attachments-Not Scored**

The following forms, certifications and licenses are required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSED THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.
- Five (5) References of K-12 educational agencies of similar size, preferable located within the State of Georgia. (Form 3)
- Certification Form (Form 1)
- MWBE Form (Form 1)
- Contractor Affidavit under O.C.G.A. 13-10-91(b)(1) (Form 4)
- Disclosure of Responsibility Statement (Form 7)
- Certificate of Insurance (The District shall be listed as additional insured and Certificate Holder).
- Copy of Current Business License/Tax Certificate (i.e. where home office is located and/or State Business License for Company).
- W-9 Documentation

**STEP 2 - FEE PROPOSAL - Total Possible Points 40:**

**SECTION I: FEE PROPOSAL**
The Offeror shall clearly outline the cost proposed for monthly service fees and one-time costs to install to the District’s data center room at 208 Bull Street. E-Rate eligible and ineligible costs must be listed. Fee Proposals shall be submitted in a separate sealed envelope.

<table>
<thead>
<tr>
<th>Item</th>
<th>List Price</th>
<th>Percent Discount</th>
<th>Final Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Gbps managed Internet Bandwidth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase to 2 Gbps managed Internet Bandwidth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase to 4 Gbps managed Internet Bandwidth</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Increase to 6 Gbps managed Internet Bandwidth</td>
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<tr>
<td>Increase to 8 Gbps managed Internet Bandwidth</td>
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<td></td>
</tr>
<tr>
<td>Increase to 10 Gbps managed Internet Bandwidth</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.0 GENERAL INTENT
The Savannah-Chatham County Public School System is looking for an Internet Service Provider to provide the school district with additional Internet bandwidth. The district currently receives 800 Mb from the State of Georgia at our Savannah Arts facility. We desire to add an additional 1 gigabit of ERATE eligible managed Internet service with the service terminated at our Board of Education office located at 208 Bull Street. We also are asking for pricing to increase the bandwidth in increments up to 10 Gb.

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

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing’s 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.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Profile</td>
<td>Not Scored</td>
</tr>
<tr>
<td>Company Experience and Certifications</td>
<td>30</td>
</tr>
<tr>
<td>Support Plan</td>
<td>20</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Schedules and Attachments</td>
<td>Not Scored</td>
</tr>
<tr>
<td>Fee Proposal</td>
<td>40</td>
</tr>
</tbody>
</table>

7.0 BASIS OF CONTRACT AWARD

SCCPSS shall select the Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposal. Negotiations may be conducted with the Offeror so selected.

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

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

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

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

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

8.0 CONTRACT CHANGES

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

9.0 ASSIGNMENT OF CONTRACT

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

10.0 DESCRIPTION

The Savannah-Chatham County Public School System is looking for an Internet Service Provider to provide the school district with additional Internet bandwidth. The district currently receives 800 Mb from the State of Georgia at our Savannah Arts facility. We desire to add an additional 1 gigabit of ERATE eligible managed Internet service with the service terminated at our Board of Education office located at 208 Bull Street. We also are asking for pricing to increase the bandwidth in increments up to 10 Gb.

11.0 SCOPE OF SERVICES

The managed Internet service must include the following:

1. Managed router provided, installed, and maintained by the service provider.
2. Channel Service Unit/Data Service Unit (CSU/DSU) provided, installed, and maintained by the service provider.
3. Service provider should be a Tier 1 or Tier 2 Internet service provider.
4. Service provider must proactively manage all network components, including access circuit, router, and any other necessary hardware with the exception of a firewall. The District owns and maintains the firewall.
5. Provide online access to performance reporting information with a minimum history of thirty (30) days. Reports should include percent of bandwidth used, peaks and average usage, trending reports, and, SLA reports.
6. Provide the district with 10 public IP addresses.

12.0 SPECIAL TERMS AND CONDITIONS - E-RATE PROVISIONS

12.1. Background. The E-rate or, more precisely, the Schools and Libraries Universal Service Support Mechanism provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. The service categories funded are: Telecommunications Services, Telecommunications, Internet Access, Internal Connections, and Basic Maintenance. Discounts range from 20% to 90% of the costs of eligible services, depending on the level of poverty and the urban/rural status of the population served. Eligible schools, school districts and libraries may apply individually or as part of a consortium.

12.2. The Universal Services Program.
12.2.1 The Supplier must participate in the E-rate Program and also has a responsibility to educate itself about the Program requirements and timelines. The Schools and Libraries Division (SLD) of USAC will hold Service Providers to the statements made in applications, registration, certification and invoice forms. For more information on E-rate participation and procedures go to www.usac.org/sld.

12.2.2 E-Rate Eligible Goods and Services: It is anticipated that some or all of the SCCPSS costs under this Agreement shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157). Accordingly, if so, and contingent upon SCCPSS receipt of a funding commitment from SLD/USAC, Offeror shall institute a two-tier billing system and shall be required to recover up to ninety percent (90%) of its compensation for such eligible Services directly from the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) in accordance with procedures established by the FCC and SLD/USAC.

12.2.3 SPIN: The Supplier shall obtain a valid E-rate SPIN (Service Provider Identification Number), and must provide that SPIN in the Proposal submitted in response to this bid opportunity. If a Supplier does not currently have a SPIN but would like to apply for one, the Supplier must submit a completed FCC Form 498 to the E-rate program administrator, the Schools and Libraries Division of the Universal Service Administration Company (SLD). The form is available on the SLD’s website at: www.usac.org in the Forms section.

12.2.4 Exclusion of Liability for E-Rate Funding: The SCCPSS shall have no liability for the E-rate Portion of any costs incurred by the Offeror and/or any contractor's invoice if one of the following occurs:

12.2.4.1 Products or services billed to the SLD are deemed ineligible pursuant to any event, including but not limited to an audit, after the SLD has reimbursed the Offeror for products or services that were previously considered eligible.

12.2.4.2 The Offeror fails to properly adhere to SLD guidelines (e.g., missing a filing deadline for invoicing to the SLD) and subsequently is not paid by the SLD.

12.2.5 The Supplier agrees to timely submit to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the Supplier. The Supplier must also agree to provide a copy of the completed Form 473 to the Owner. This form is available on the SLD’s website at www.usac.org in the Forms section.

12.2.6 In accordance with GA Contracts code: 20-2-506, vendor agrees to ship, provide and/or deliver any goods, services, and/or equipment in accordance with the contract service dates to begin on or after NEED DATES. An annual Notice of Intent document will be sent in January of each year stating the districts desire to renew or cancel executed contract.

12.2.7 The Supplier agrees to provide discounted bills to the District and to submit invoices to the E-rate administrator for the amount of the discounts obtained through the E-Rate program.

12.2.8 Supplier shall separately itemize the cost of E-rate eligible and ineligible products and/or services. To determine which items are eligible, visit the E-rate Eligible Services List at: www.usac.org or call the SLD at 888-203-8100.

12.2.9 The decision to implement this project is contingent upon award to the District of funding from Universal Service Funds (E-Rate). The vendor will not begin work on this project without written notification from SCCPSS that funding has been approved and that work should begin. If funding or approval is not committed, no products or services will be delivered. If partial funding is committed, the products and services will be adjusted accordingly.

12.2.10 Supplier must comply with all FCC record keeping requirements including retaining all records for ten (10) years from last date of service.

12.2.11 Supplier will use its best efforts to ensure that it does not invoice USAC for anything ineligible and that it will have administrative safeguards in place for this purpose.

12.2.12 For maintenance, if applicable, invoices should list the date, location, equipment, and description of maintenance. If faulty equipment is replaced, Offeror shall document the problem and date of install and document the original serial number and the replacement serial number for SCCPSS asset inventory records.

13.0 PERMITS AND LICENSES

The successful Bidder must be responsible for obtaining all necessary city and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to SCCPSS upon request.

14.0 SOFTWARE LICENSES

SCCPSS reserves the right to protect its reputation and its investment in computer software/hardware by enforcing strong internal controls to prevent the purchase of unlicensed copies of software. Be aware that software piracy is subject to both civil and criminal penalties. These acts can produce serious impact on the offending company's reputation and worst case, potential loss of customers. Therefore, if SCCPSS suspects that any unauthorized pricing or unlicensed product is proposed, SCCPSS will report such to the appropriate authorities and will reject such proposal.
15.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID
If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addenda and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System’s Purchasing Department. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

16.0 REQUEST FOR INTERPRETATION
Interested offerors may contact the District to obtain clarification of the bid. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648 by 5:00PM, Monday, January 8, 2018. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders who requested the bid. No questions will be answered by telephone or emails.

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

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

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

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

20.0 PERFORMANCE PERIOD
This bid will establish an annual contract to remain open for three (3) years beginning with the award of the contract. SCCPSS reserves the right to extend the contract for two (2) additional one (1) year periods with bilateral agreement.

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

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

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

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

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

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

23.0 PRICING
Pricing Proposal must include monthly service fees and one-time installation costs to install to the District’s data center room at 208 Bull Street, Savannah, Georgia 31401. E-Rate eligible and ineligible costs must be listed. Price proposal must be submitted in separate sealed envelope.

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

24.0 EXAMINATION OF CONTRACT CONDITIONS
It is the intent of SCCPSS, through this RFP and contract conditions contained herein, to establish to the greatest extent possible complete clarity regarding the requirements of all parties to the Agreement(s) resulting from this RFP. Before submitting a bid, the Bidders should be familiar with all contract conditions referred to in this document and any addenda issued before the bid submission date. Such addenda will be incorporated with the RFP and shall be made a part of the contract documents as well as the Bidder’s response to this RFP. It shall be the Contractor’s responsibility to ensure the bid submitted includes an acknowledgment of the receipt of all addenda issued along with the solicitation on the submission deadline as well as any other submittal requirements. The Bidder shall determine by personal examination, and by such other means as may be preferred, as to the actual conditions and requirements under which the Agreement must be performed. SCCPSS will not be responsible for the Contractor’s misunderstanding of the scope of work. Bidders must carefully review this ITB for defects and questionable or objectionable materials. Bidder’s comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by Purchasing no later than the last day to submit questions as outlined in this document.

25.0 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.

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

27.0 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.

28.0 CONTRACTOR PERSONNEL
Contractor’s staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on District property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:
A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.

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

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

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

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

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

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

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

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

29.0 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.

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

31.0 INDEMNIFICATION
Contractor hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the “SCCPSS,” the “District, or the “Owner”), the Board of Education for the City of Savannah and the County of Chatham (the “Board of Education”), and any Program Manager serving as the Owner’s representative for the Project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "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 they are caused by the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf., or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent federal, state or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder. Nor do the parties intend this indemnification provision to require the Contractor to indemnify the District for claims for attorney’s fees and expenses of litigation asserted by the District against the Contractor for the Contractor’s alleged breach or default under the terms of this Contract, unless the Contractor is determined by a court of competent jurisdiction to be liable to the District and the District’s recovery of attorney’s fees and litigation expenses is otherwise permitted by applicable law.
This indemnification does not extend to claims for 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. The Contractor shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

32.0 BID SECURITY

- Each bid shall be accompanied by a bid bond equal to five percent (5%) of the total estimated amount of the proposal, made payable to the Savannah-Chatham County Board of Public Education, pledging that the offeror will, within ten days from the date it is notified that it is the successful bidder, enter into a contract with the District on the terms stated in its bid and will furnish bonds as described hereunder covering the faithful performance of the contract and the payment of all obligations arising thereunder. Should the bidder refuse to enter into such contract or fail to furnish such bonds, the amount of the bid bond shall be forfeited to the District as liquidated damages, not as a penalty.
- The bid bond shall be a cashier’s check or a certified check, cash, or a proposal of Surety Company licensed to do business in the state of Georgia.
- If a Surety Bond is executed by an attorney-in-fact, the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his or her power of attorney.
- The District will have the right to retain the bid bond of bidders to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished or (b) all bids have been rejected.

33.0 INSURANCE REQUIREMENTS

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

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

a. Commercial General Liability- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.

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

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

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

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

34.0 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.

35.0 LITIGATION HISTORY

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past 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.
36.0 COMPLIANCE WITH LAWS
Offeror will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

37.0 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.

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

39.0 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.

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

41.0 OWNER’S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT
In case of failure to deliver goods or supply services in accordance with the contract’s terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold the successful bidder(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the successful bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the successful bidder violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the successful bidder shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the successful bidder. The District may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to the District from the vendor is determined.

42.0 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.

43.0 ACKNOWLEDGEMENT OF PAYMENT LIMITATIONS ON THE OFFERER
The District is a public local educational agency and creature of Georgia law. The Georgia Constitution only permits the District to use monies derived from taxes for educational purposes. The District is barred by the Georgia Constitution from paying certain fees including but not limited to attorney’s fees or litigation costs, taxes, interest, liquidated damages, penalty fees, late payment fees, and cancellation charges are prohibited fees. By submitting a proposal in response to this request for proposal, Bidders acknowledge these constitutional limitations and commit to refrain from including contractual provisions that contradict these limitations and to refrain from enforcing contractual provisions that would require the District to make payments the District is legally barred from making.
Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.

2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.

3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.

4. Umbrella Liability. With limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

5. The Board, its officers and/or officials, employees and volunteers shall be named as additional insured under awarded bidder's insurance policy for the duration of this contract.
It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBEs") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. 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 business.

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

For the purposes of this policy, 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 or 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 with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and

For the purposes of this policy, 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.

For the purposes of this policy, 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.
NAME OF PROPOSER: 

RFP #: 18-42 PROJECT TITLE: ERATE Eligible Internet Bandwidth at the District's Central Office

TOTAL AMOUNT: $ 

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<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</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
Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

| Attendance at pre-bid meetings, if any scheduled to inform LMWBE’s of subcontracting opportunities. | ☐ Yes or ☐ No  
If no, please explain: |
| Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities. | ☐ Yes or ☐ No  |
| Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors. | ☐ Yes or ☐ No  |
| Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited. | ☐ Yes or ☐ No  |
| Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered. | Please explain efforts: |
If the prime offeror is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LMWBE joint venture firm.

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<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
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NAME OF CONTRACTOR/CONSULTANT: _______________________________ RFP #: 18-42

PROJECT TITLE: ERATE Eligible Internet Bandwidth at the District's Central Office

DATE: ___________________ PROJECT LOCATION: ____________________________

CONTRACT AMOUNT: $ __________________

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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:

7. 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.

8. 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 Purchasing Department.