



The Board of Public Education

208 Bull Street, Savannah, Georgia, 31401 912-201-5600

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **ERATE Eligible Internet Bandwidth**. 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 **11:00:00 AM, January 22, 2015** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. 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. **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.**

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 duplicate in the enclosed special envelope. If proposal materials require additional envelopes, then all mailing articles must be combined together with the special envelope on top. If you wish to receive a copy of the proposal register, enclose a self-addressed stamped envelope and a copy of the register will be returned to you.

Please include in the proposal package a copy of the current business license if the prospective vendor is located within the City of Savannah of the County of Chatham.

If you have any questions concerning this proposal, please submit them in writing to **Joan Carter, CPPB** at the address above or fax them to 912-201-7648. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #15-63

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** as specified in this Request for Proposal (RFP). The successful bidder(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.

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

- 1.) **Purchase Order Number**
- 2.) **Serial Number (as applicable)**
- 3.) **Part Number/Description/Nomenclature**
- 4.) **Quantity Ordered**
- 5.) **Quantity Shipped**
- 6.) **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.

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.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education
Attn.: ACCOUNTS PAYABLE
208 Bull Street, Room 119
Savannah, GA 31401

Terms of payment will be 2% 10th Net 40 Days.

D. General Specifications/Scope of Work

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

When reference is made in the specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event an offeror is proposing another manufacturer and/or model number other than stated in the specification, the offeror must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the offeror. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the Board staff and their decision shall be final.

Proposals on equipment must be on standard, new equipment of the latest model and in current production, unless otherwise specified. Used, reconditioned or refurbished equipment is not acceptable unless otherwise specified.

All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.

Any obvious error or omission in specifications shall not inure to the benefit of the offeror but shall put the offeror on notice to inquire of or identify the same from the Board.

E. Discontinuation of Equipment

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

F. Submittal of Objections

Objections from offerors to this Request for Proposal and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The offeror should submit any objections in writing not less than (5) days prior to the opening of the proposal. The objections contemplated may pertain to form and/or substance of the RFP documents and specifications. Failure to object in accordance with this procedure will

constitute a waiver on the part of the offeror to protest this Request for Proposal.

G. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn.: Joan Carter, CPPB
Purchasing Agent
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be 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, **05:00:00 PM on January 7, 2015**. 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 prior to the **close of business on January 9, 2015**.

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, the offeror should complete and return the Certification LMWBE Information document found in this packet marked "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 shows it is not in a position to perform the contract.

L. Compliance With Laws

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

M. *Indemnity Provisions*

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

N. *Cancellation/Default of Contract*

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

O. *Certification of Independent Price Determination*

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

1. The pricing structure in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. The pricing structure which has been quoted in this proposal has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

It is Board policy to improve opportunities for Local and/or Minority/Women Business Enterprise (LMWBE) to participate competitively in proposals for materials and supplies, and professional services.

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:

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 for .

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 buyer and witnessed by one other Board employee and all interested parties.

Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Request for Proposal.

At its option, the Board may take either of the following actions in order to form an agreement between the Board and the selected offeror:

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **ERATE Eligible Internet Bandwidth**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

3. Complete the "Where Did You Hear About This Proposal" section. This information is for statistical use only.
4. Complete all pertinent documents within Attachment "C".

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

- * Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.
- * Submitted in the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.
- * 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. 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 sixty (60) 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 **two (2) copy(s)** of submitted proposal proposals containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **15-63** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

The offerors shall provide a **unit price for each item** on this RFP which will

remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

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

B. *Samples/Demonstrations*

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

C. *Warranty*

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **one (1) year** 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.

**BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**

RFP #15-63

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 is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

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*

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax 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.

OFFEROR: _____ RFP # _____

Please check ownership status as applicable:

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

Name, Title	Authorized Signature	Date
-------------	----------------------	------

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201_____

_____ Notary Public; My Commission Expires: _____

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

- City of Savannah, Department of Economic Development
- Received Request for Qualifications by Mail
- The Savannah Tribune Legal Ad
- Other _____
- The Herald Legal Ad
- Savannah News Press Legal Ad
- Visiting the Purchasing Office

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of 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 Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 201_
in _____(city), and ____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_

NOTARY PUBLIC

My Commission Expires: _____

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Savannah-Chatham County Public School System ("SCCPSS") has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on ---_____, ___, 201__ in _____(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 PUBLIC

My Commission Expires:

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

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 Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on --- _____, ____, 201__ in _____(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 PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.
3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
4. List any prior suspensions or debarments by any government agency.
5. List any contracts not completed on time.
6. List any penalties imposed for time delays and/or quality of material and workmanship.
7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
8. List any pending civil actions against company for nonperformance of contract.

I, _____,
Name of Individual Title & Authority

Of _____
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.

PROPOSER SUBMITTAL FORM

RFP #15-63

SUBMITTAL REQUIREMENTS:

Proposals must be submitted on 8 1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Proposals should be as thorough and detailed as possible so that the Board may properly evaluate the Offeror's capabilities to provide the required services.

In order to be considered for selection, Offerors must submit a complete response to this RFP. Offerors shall provide one (1) unbound original and five (5) copies of the submitted proposals containing all pertinent documentation and one (1) CD-ROM copy of the response in MS-Word. The Board assumes no responsibility nor obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal. No other distribution of the proposal shall be made by the Offeror. Offerors are required to submit the following items as a complete proposal in the order as indicated below and clearly labeled with tabs denoting each section requested. Incomplete response may cause your proposal to be deemed as "non-responsive".

1. EXECUTIVE SUMMARY: This section shall provide a summary of the Offeror's proposal to provide the services detailed in the specifications.

2. COMPANY EXPERIENCE AND NETWORK DESIGN: The Offeror shall describe the following:

- 2.1 Detailed Statement of Work/Deployment Plan for the installation of any equipment and/or service.
- 2.2 Description of company locations with abilities to offer redundancy.
- 2.3 Detailed Disaster Recovery Plan for the sites serving the Savannah area.
- 2.4 Detailed Network design for the Savannah/Chatham area showing how you provide redundancy and scale to meet customer need.
- 2.5 Provide documentation if your firm is a Tier 1 or Tier 2 internet service provider.

3. REFERENCES: Describe the Offeror's prior related experience of providing internet bandwidth for school divisions of similar size and scope. Responses must include the names, addresses, telephone numbers, fax numbers, and email addresses of contact persons, number of schools supplied, size and scope (magnitude and complexity) of that served, dollar value of contract, date of award and period of performance. Offerors must provide at least three (3) references from K12 institutions. Companies with an existing or former relationship with SCCPSS will have an SCCPSS performance evaluation as one of the three references.

4. SUPPORT PLAN: The Offeror shall describe in detail:

- 4.1 List of technical personnel by location.
- 4.2 Detail description of any plans for outsourcing any part of the service.
- 4.3 Description of system reporting.

5. COST PROPOSALS: The Offeror shall clearly outline the cost proposed for providing all hardware, software, licenses, installation, and shipping. All one time and reoccurring cost must be listed. SCCPSS will not be responsible for costs associated with travel, equipment rental, and/or shipping or any other add-on cost not clearly stated in the cost proposal. **Cost proposals shall be submitted in a separate sealed envelope.**



RFP 15-63 Pricing Proposal Form.pdf

6. EVALUATION CRITERIA FOR PROPOSALS: The Board will evaluate proposals and will select the proposer which best meets the requirements within this Request for Proposal and the best interests of the Board. The Board shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Board may at its discretion and at no cost to the Savannah-Chatham County Public School System, invite offeror's to appear for interview during the evaluation period of the Request for Proposal. Each proposal will be evaluated based on criteria and priorities defined by Savannah-Chatham Public School System. The four categories will be evaluated independently of one another. The Board's decision's will be final. The Board's evaluation criterion may include but shall not be limited to consideration of the following:

Cost	40%
Company Experience and Network Design	30%
Support Plan	20%
References	10%
Total	100%

ATTACHMENT "A"**SPECIFICATIONS****RFP #15-63****ERATE Eligible Internet Bandwidth**

All bid postings on this web site are not intended to be official. This information is provided as a public service. Any information presented here is subject to revisions at any time and is reproduced from official documents of the Purchasing Department. In case of errors and/or omissions you are advised to contact the Purchasing Department for the current status of any bid posting. All bids and RFP's submitted to the Purchasing Department must be clearly marked with the Bid/Proposal name and number on the outside of the document.

1.0 GENERAL INTENT

The Savannah-Chatham County Public School System (SCCPSS) 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, Savannah, GA 31401. We also are asking for pricing to increase the bandwidth in increments up to 5 Gb.

2.0 CONE OF SILENCE

From the issue date of this Request for Proposal (RFP) until completion of the entire solicitation process and announcement of award notification, all supplier communication must be authorized by the Purchasing Department including but not limited to communications with school system employees and/or contracted agents related to this RFP. Violation of this provision may result in rejection of the supplier's response.

3.0 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.

4.0 BID SECURITY

4.1 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.

4.2 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.

4.3 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.

4.4 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.

5.0 RFP ACCEPTANCE PERIOD

A ninety (90) day period from solicitation 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 ninety-day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed cancelled.

6.0 PERFORMANCE PERIOD

If awarded, the successful offeror will be awarded a three (3) year contract agreement. Pricing must be firm for the three (3) year term.

7.0 FUNDING OUT

If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, SCCPSS shall have the right to terminate the contract without any obligation or penalty.

8.0 RIGHTS OF THE DISTRICT

The district reserves the right to require additional information from respondents and to conduct necessary investigations to determine performance and the accuracy of information supplied. In addition, the district reserves the right to award partial contracts, no contract, cancel the RFP or make any decision regarding this procurement that is in the best interest of the district.

9.0 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 RFP 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.

10.0 PERMITS AND LICENSES

The successful offeror 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.

11.0 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.

12.0 INQUIRIES

Interested offerors may contact the district to obtain clarification of the solicitation. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, or by fax at (912) 201-7648 **no later than the close of business on January 7, 2015**. No employee of the District is authorized to interpret any portion of the solicitation or to give information as to the requirements of the solicitation in addition to that contained in the written document. Interpretations of the solicitation or

additional information as to its requirements, where necessary, shall be communicated by written addendum to all bidders who requested the RFP No verbal responses will be provided.

13.0 SILENCE OF SPECIFICATIONS

The apparent silence of any specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement.

14.0 CONTRACTOR'S QUALIFICATIONS

The District will only consider firms that have been regularly engaged in supplying the products as described in these specifications. The firm must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time to ensure that they can satisfactorily deliver the products if awarded a contract.

15.0 CONTRACTOR'S PERSONNEL

Contractor's staff is to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any SCCPSS facilities.

15.1 Qualifications of new people working under this contract will be submitted to the SCCPSS, in writing, for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

15.2 Employees shall wear a recognizable uniform. No hats shall be allowed indoors. Each technician performing work for the SCCPSS must carry a picture ID issued by the State of Georgia (drivers license or State issued ID) that shall be presented upon request while on SCCPSS property. This provision will be strictly enforced.

15.3 Use of tobacco products is strictly prohibited.

15.4 Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.

15.5 The Contractor is not to use any Day Labor or temporary workers at any SCCPSS facility. This includes all technicians that are added subsequent to award. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.

15.6 The employment of unauthorized aliens by any Contractor is considered a violation of Section 247 A (e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.

15.7 Possession of firearms will not be tolerated on SCCPSS property; nor will violations of Federal and State laws and any applicable SCCPSS policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this Invitation to Bid.

15.8 "Firearm" shall mean any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

15.9 No person who has a firearm in their vehicle may park their vehicle on SCCPSS property. If any employee of a Contractor or Sub-Contractor is found to have brought a firearm on SCCPSS property, said employee will be terminated from the SCCPSS 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 SCCPSS contract shall 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 SCCPSS shall be terminated.

16.0 SPECIAL TERMS AND CONDITIONS - E-RATE PROVISIONS

16.1. 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.

16.2. The Universal Services Program.

16.2.1 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/sl

16.2.2 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.

16.2.3 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 Administrative Company (SLD). The form is available on the SLD's website at: www.usac.org in the Forms section.

16.2.4 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:

16.2.4.1 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.

16.2.4.2 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.

16.2.5 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.

16.2.6 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.

16.2.7 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.

16.2.8 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.

16.2.9 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.

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

16.2.11 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.

16.2.12 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.

17.0 TERMINATION FOR CAUSE/DEFAULT

In case of failure to deliver goods or provide services in accordance with the contract's terms and conditions, SCCPSS, after due oral or written notice, may procure them from other sources and hold the successful offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which SCCPSS may have. Specifically, if, through any cause, the successful offeror shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the successful offeror violates any of the covenants, agreements, or stipulations of this contract, SCCPSS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

18.0 TERMINATION FOR CONVENIENCE

SCCPSS 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 SCCPSS. Any such termination shall be effected by delivery to the successful offeror, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the offeror must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

19.0 PRICING

Pricing provided on the Pricing Proposal Form must include cost for hardware, software, licenses, shipping, and any other handling fees.

20.0 SCOPE OF SERVICE

The Savannah-Chatham County Public School System (SCCPSS) 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, Savannah, GA 31401. We also are asking for pricing to increase the bandwidth in increments up to 5 Gb. The managed internet service must include the following:

20.1 Managed router provided, installed, and maintained by the service provider.

20.2 Channel Service Unit/Data Service Unit (CSU/DSU) provided, installed, and maintained by the service provider.

20.3 Service Provider should be a Tier 1 or Tier 2 internet service provider.

20.4 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.

20.5 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.

20.5.1 Provide the following SLA reports

- Latency within the geographic region: 39 ms
- Latency between the geographic regions: 155 ms
- Data delivery within the geographic region: 99.9%
- Data delivery between the geographic regions: 99.8%
- Service Availability: 99.999%

20.6 Provide the District with ten (10) public IP addresses.

The following will be considered in the evaluation process.

- Detailed Statement of Work/Deployment Plan for the installation of any equipment and/or service.
- Description of company locations with abilities to offer redundancy.
- Detailed Disaster Recovery Plan for the sites serving the Savannah area.
- Detailed Network design for the Savannah/Chatham area showing how you provide redundancy and scale to meet customer need.
- Provide documentation if your firm is a Tier 1 or Tier 2 internet service provider.
- List of technical personnel by location.
- Detail description of any plans for outsourcing any part of the service.
- Description of system reporting.

21.0 WARRANTY

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of twelve (12) months from the date of delivery. If, during the warranty period, any faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board. Any additional warranty offered by the bidder should be so stipulated in the bid documents. Bidders shall provide in detail the warranty proposed.

22.0 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.

23.0 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.

24.0 INSURANCE REQUIREMENTS

All bidders shall provide documentation of Worker's Compensation and Liability Insurance as specified by Attachment "B" of this document along with the bid response.

25.0 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 digits numbers. All forms must notarized and all affidavits are subject to open records.

ATTACHMENT "B"**INSURANCE REQUIREMENTS**

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Public Education ("owner") that minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE's have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled "Good Faith Efforts" to select contractors, vendors, and suppliers from certified LMWBEs.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

The School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

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

Gail Delaney
Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)
email: gdelaney@savannahga.gov

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: _____ BID NO.: _____

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUB-CONTRACTED	SUBCONTRACT VALUE
			\$
			\$
			\$
			\$
			\$
			\$

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _____ % \$ _____

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

Note: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.

LMWBE FORM 1 BID#15-63

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	Yes or No If no, please explain:
Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.	Yes or No
Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.	Yes or No If no, which agencies were used to identify potential LMWBE Subcontractors?
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	Yes or No
Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.	Yes or No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

ATTACHMENT C - EXHIBIT #3

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

LMWBE FORM 2 & 3 BID #15-63

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUBCONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

CUMULATIVE LMWBE MONTHLY REPORT: \$ _____

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

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

Date: _____ Signature: _____ Title: _____

Notes:

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

2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM.

LMWBE FORM 4 BID #15-63

Questions or comments? Send e-mail to the Purchasing Department at purchasing@sccpss.com.