Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for RFP 16-17 ESPLOST PERFORMANCE AUDIT SERVICES (ANNUAL CONTRACT). All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to 1/28/2016 11:00:00 AM, at which time they will be publicly opened and a list of offerors registered. If offeror is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Offerors are to clearly mark the outside of your envelope with "No Response".

Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will 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.

All bidders are encouraged to attend a pre-proposal conference on Thursday, January 14, 2016 at 3:00 P.M. in Room 306 of the SCCPSS Central Offices Building located at 208 Bull Street, Savannah, Georgia 31401. Enclosed is a proposal packet, which outlines the items being solicited and instructions which describe the submission of the proposal.

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

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

If you have any questions concerning this proposal, please submit them in writing to Margaret Disher, CPPB, Purchasing Agent at the address above or fax them to (912) 201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

[Signature]
Satirica Scales, CPPB
Purchasing Director

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

"AN EQUAL OPPORTUNITY EMPLOYER"
REQUEST FOR PROPOSAL #16-17

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 ESPLOST PERFORMANCE AUDIT SERVICES (ANNUAL CONTRACT) as specified in this Request for Proposal (RFP). The successful offeror(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

1.) Purchase Order Number
2.) RFP Number
3.) Serial Number (as applicable)
4.) Part Number/Description/Nomenclature
5.) Quantity Ordered
6.) Quantity Shipped
7.) Site Destination

Failure to ship order in its entirety will prevent payment of your invoices. Per Board policy, backorders will not be accepted. Accordingly, successful offeror(s) should not invoice until one shipment has been made for all items on order.

All invoices should be mailed to:

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

Terms of payment will be 2% 10th Net 40 Days.
D. **General Specifications/Scope of Work**

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

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

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

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

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

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

E. **Discontinuation of Equipment**

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

F. **Submittal of Objections**

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

G. **RFP Interpretations/Addenda**

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

Savannah-Chatham Board of Public Education  
Attn.: Margaret Disher, 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 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 on Tuesday, January 19, 2016.** The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda before the seventy-two (72) hours prior to the date and time set for opening proposals.

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

H. **Failure to Respond**

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

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

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

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

Q. **"Responsive" Offeror Criteria**

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

R. **Qualification of Offeror**

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

S. **Proposal Discussion with Individual Offerors**

Discussion may be held with offerors submitting proposals acceptable or potentially acceptable. The purpose of the discussions 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 Specifications/Terms and Conditions**

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

U. **Award of Contract**

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

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

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

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

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

Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Request for Proposal.
At its option, the Board may take either of the following actions in order to form an agreement between the Board and the selected offeror:

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.

2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for ESPLOST PERFORMANCE AUDIT SERVICES (ANNUAL CONTRACT)", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

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

4. Complete all pertinent documents within Attachment "C".

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

* Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.
Submitted in a sealed envelope, which is plainly marked with the RFP number and title, and date and time of proposal closing. If proposal materials require additional envelopes, then all mailing articles must be combined together and marked as described above.

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

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

Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing RFP #18-17 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an “all or nothing” basis or an item by item basis based on the best interest of the Board.

A. Pricing

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

OR

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

B. Samples/Demonstrations

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

C. Warranty

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least twelve (12) months from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.
The undersigned offeror certifies that he/she has carefully read the preceding list of instructions to offerors and all other data applicable hereto and made a part of this Request for Proposal; and further certifies that the proposal submitted is in accordance with all documents contained in this request for Proposal package; and that any exception taken thereto may disqualify his/her proposal.

This __________ day of __________________, 20 ____. By ____________________________________________________________

_________________________________________ Signature

_________________________________________ Name (printed)

Title

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 or Minority/Woman Business Enterprise Development Information

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

☐ Local ☐ Woman

☐ African-American ☐ Hispanic

☐ Majority ☐ Non-Local

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

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

☐ Received Request by Mail ☐ The Savannah Tribune Legal Ad

☐ Visiting the Purchasing Office ☐ Savannah News Press Legal Ad

☐ Other: __________________________________________

_________________________________________ / __/20 __

Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE __________________DAY OF __________________, 20 __

_________________________________________ Notary Public; My Commission Expires: _______________________

FORM 1
In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated.

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

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

VENDOR STATEMENT:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

- Prime Contractor  - Sub-Contractor  - Supplier/Distributor

Bid/RFP Number: __________________________  Title: __________________________

Signature/Title

Company Name

Telephone Number

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

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

1. Company Name:__________________________________________________________
   Contact Person:__________________________________________________________
   Phone Number:_________________________ FAX Number:______________________
   E-Mail Address:___________________________________________________________

2. Company Name:__________________________________________________________
   Contact Person:__________________________________________________________
   Phone Number:_________________________ FAX Number:______________________
   E-Mail Address:___________________________________________________________

3. Company Name:__________________________________________________________
   Contact Person:__________________________________________________________
   Phone Number:_________________________ FAX Number:______________________
   E-Mail Address:___________________________________________________________

4. Company Name:__________________________________________________________
   Contact Person:__________________________________________________________
   Phone Number:_________________________ FAX Number:______________________
   E-Mail Address:___________________________________________________________

5. Company Name:__________________________________________________________
   Contact Person:__________________________________________________________
   Phone Number:_________________________ FAX Number:______________________
   E-Mail Address:___________________________________________________________

6. Company Name:__________________________________________________________
   Contact Person:__________________________________________________________
   Phone Number:_________________________ FAX Number:______________________
   E-Mail Address:___________________________________________________________

7. Company Name:__________________________________________________________
   Contact Person:__________________________________________________________
   Phone Number:_________________________ FAX Number:______________________
   E-Mail Address:___________________________________________________________

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Date

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Date

in ____________________________ , and ____________________________

City                      State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE __________ DAY OF ______________________, 201

NOTARY REPUBLIC

My Commission Expires

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

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

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ______________________ and ______________________ on behalf of (Savannah-Chatham County Public School Systems ("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 sub-subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Date ___________________________ , 201____

in ___________________________ , and ___________________________ 

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE _________ DAY OF ______________________ , 201____

______________________________

NOTARY REPUBLIC

_____________________________________

My Commission Expires

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

FORM 6
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

5. List any contracts not completed on time.

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

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

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

I, ____________________________, of ________________________________

Name of Individual Title & Authority Company Name

declare under oath that the above statements, including any supplemental responses attached hereto, are true.

______________________________

Signature

________________________________________

State of County of

Subscribed and sworn to before me on this __________ day of ___________________________ 20___

by representing him/herself to be of the company named herein.

FORM 7
PROPOSER SUBMITTAL FORM
RFP# 16-17

ESPLOST PERFORMANCE AUDIT SERVICES (ANNUAL CONTRACT)

The specifications listed in this section, the Fee Proposal Form, and Attachment “A” supersede any contradictory references made in the General Terms and Conditions of this solicitation package.

1.0 CONE OF SILENCE REQUIREMENTS:

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

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

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

2.0 SOURCE SELECTION METHOD:

The competitive sealed proposal procurement process described in Attachment “A” will be conducted in a two (2) step process. Step 1 (Total Possible Points 65) – Submission of Technical Proposals, Pre-Qualification of Offerors, Establishment of “Short List” of finalist firms, and Interviews/Presentations (if requested by the selection committee), and Step 2. Submission of Sealed Fee Proposals and “Best and Final Offers” (Total Possible Points 35). 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 that lacks accreditation or authorization to provide the services requested or who fails to meet the minimum qualification requirements. The terms “Offeror” “Firm” “Proposer”, “Service Provider”, “Auditor”, “Firm”, “Company” may be used interchangeably herein.

3.0 FORMAT OF RESPONSES:

To be considered, Offeror’s must submit a complete response to this 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. Experience and Capability
D. Project Understanding and Methodology
E. Other Relevant Facts/Information
F. Schedules and Attachments

RFP #16-17 | Page 15
G. Fee Proposal: One (1) original to be submitted with technical proposal, in the format requested on and on the form provided, sealed in a separate #10 envelope, and marked with RFP number and title. Fee Proposals not submitted in the format requested and on the form contained herein will be considered "non-responsive". After initial review of all Fee Proposals, the District may request "Best and Final Offers".

***EACH TECHNICAL PROPOSAL MUST BE SUBMITTED IN ONE (1) ORIGINAL, FIVE (5) COPIES, AND ONE (1) CD-ROM TO:
Savannah-Chatham County Public School System
Attn: Sabrina L. Scales, CPPB, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401

STEP I- TECHNICAL PROPOSALS (Total Possible Points 65):

Executive Summary (TAB SECTION A): The Executive Summary of the Proposal shall be limited to three (3) single spaced typed written pages. The purpose of the Executive Summary is to provide a high level description of the Offeror's ability to meet the requirements of the RFP.

Business Profile (TAB SECTION B): 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 ESPLOST Performance Auditing Services. Identify whether your firm is a local, regional, national or international firm.

B. General 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 that name that the firm previously operated under.

C. Structure: Discuss the ownership and organizational structure of your company and its staff qualifications and customer services.

D. Account Representation: Provide the name(s), title(s), address, phone number, fax number, and email address for each representative(s) who will be assigned to perform services under a resulting contract, and identify their role under a resulting contract. Include resume's/credentials for each representative and state how long they have been with your firm. State the classification for each partner and/or manager. Highlight key and relevant experience of each. Credentials may be subject to verification.

E. Qualifications/Certifications/Accreditations: Identify any applicable certifications and/or accreditations that your firm may have and include a statement as to if the firm is or is not a properly licensed. Attach current documentation that demonstrates that your firm is a licensed Certified Public Accounting Firm (CPA) and that it complies with or exceeds the current Government Auditing Standards (August 2011 Revision).

F. 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.

G. Service Center Location: State the name, location, address, phone number, fax number, and email address (if known) of the Office location or Service Center (as applicable) that will be handling all ESPLOST Performance Audit Services.

H. 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.

I. L/M/WBE Commitment: Describe your firm's commitment to M/WBE and local businesses.

J. Agreement Terminations: Describe and provide 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.

Experience and Capability (TAB SECTION C): In this section, describe the firm's experience in providing ESPLOST Performance Audit Services and its capability to meet the District's Goals. State the number of years' experience in providing ESPLOST Performance Audit Services to organizations or entities of similar size, scope and type. Discuss your firm's qualifications and indicate the number of years that the firm has been providing ESPLOST Performance Audit Services, include:
A. **Experience:** Describe your firm’s specialized experience in providing ESPLOST Performance Audit Services to educational, government or municipal agencies (preferably within the Southeast region of the United States, or to other companies with scope of services requirements that are similar to or the same as that requested by the District. Include relevant knowledge and experience in applying applicable federal and state regulations.

B. **Service Capabilities:** Describe the range of activities performed by the local office, such as auditing, accounting, tax services, or management services.

C. **Program Participation:** Describe your audit organization’s participation in AICPA or State sponsored quality control programs, particularly any participation in the last 3 years. Also, describe the results of your last peer or quality review and include a copy of the report.

D. **Relative Experience:** Identify the relative experience for each individual that will be assigned to a resulting contract and include:

- State staff classification of each partner and/or manager.
- Describe the experience in government audits including years on each job and their position while on each audit.
- Describe experience of assigned staff in auditing relevant to particular government organizations, programs, activities or functions (e.g., utilities, solid waste, transit, airports, or motor pool operations).
- Describe any specialized skills, training, or background in public finance which includes participation in state or national professional organizations, speaker or instructor roles in conferences or seminars or authorship of articles and books.
- Describe staff experience with implementation of Pronouncements of the Governmental Accounting Standards Board.
- Specify governmental CPE attended in the past 24 months by the partner(s) and each person to be assigned to this engagement.

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

F. **Client References:** Provide a list of five (5) current or past clients that your firm has provided ESPLOST Performance Audit 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 the reference has been a client of the firm, client name, and the name, address, phone number, fax number, and email address (if known) of the agency representative. The District reserves the right to contact any reference provided.

G. **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.

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

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

A. **Compliance with Specifications/Scope of Service Requirements:** Provide a written narrative which describes how your firm will comply with the specifications and Scope of Service requirements and emphasizes your firm’s knowledge and experience in providing ESPLOST Performance Audit Services to educational, municipal or governmental agencies.

B. **Dedicated Account Representative/District’s Contract Liaison:** Identify the name, address, phone number, fax number, and email address for the person who will be assigned to a resulting contract that will be responsible for handling all details of the audit. State the number of years that the auditor has been employed by the firm and their experience in coordinating audit services which are similar to or the same as those requested by the District. Identify past and current clients, their current workload, the number of clients that are currently assigned to the auditor, and the number of years that the representative has been performing audits.

C. **Scheduled Vacations and Absences:** Describe the process that will be utilized by your company to assure that its staffing levels will be maintained so that scheduled vacations or unexpected illnesses do not interfere with the services provided under a resulting contract. Identify the name, address, phone number, fax number, and email address for the representative that will be responsible for providing services in the absence of the District’s assigned account representative.
D. **Project Understanding, Approach & Methodology:** Describe the approach and methodology that will be used to provide services under a resulting contract to ensure that the District will receive quality services in a timely and accurate manner. Identify the location of the primary office facility and the advantages/disadvantages of your office facility location in proximity to the District’s Central Offices facility. Also, identify the location of the primary Manager that will be preparing the Audit report, meeting with District staff, and attending Public Meetings as required.

E. **Audit Approach:** Describe your approach to the audit. This should include at least the following points:
- Type of audit program used (tailor-made, standard government or standard commercial).
- Use of statistical sampling.
- Use of computer audit specialists or other specialists.
- Type and extent of analytical procedures that may be used in the engagement.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.
- Approach to be taken to gain and document an understanding of internal control.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Number of hours to be allocated to this engagement for each team member identified above.
- For senior level hours estimated above, state approximately how many hours will be on-site.
- Management letter (provide a sample letter).
- Tentative schedule for completing audit within specified deadlines.
- Describe how you will conduct the audit for 2015, 2016, 2017, etc.

F. **Work Plan:** Submit a work plan to accomplish the scope of work identified in Attachment “A.” The work plan should include the time estimates for each significant segment of the work and the staff level to be assigned. In the work plan, state whether the examination will be made in accordance with government auditing standards.

G. **Audit Compliance:** Include a statement that if the audit is judged to be inadequate by the State Department of Audits, the State Department of Education, or any other government agency, that you will do whatever is necessary to satisfy the agency which rejected the audit at no extra cost to the District.

H. **Report Capabilities:** Provide a sample audit report which demonstrates your firm’s report capabilities.

I. **Delivery Schedule:** Provide a detailed delivery schedule for the proposed services for the 2015 Calendar year audit based on a contract award and/or projected “Notice to Proceed” date of February 4, 2016. Deliverable schedule shall identify the dates for each phase of the audit plan, the elements contained in each phase of the plan, and deliverable milestones that guarantee a May 15th completion and delivery deadline for each Annual Audit Report.

J. **Exceptions:** If there are any exceptions to the specifications and/or scope of service requirements, please explain what they are and why they exist.

K. **District Responsibilities:** Describe in detail, what assistance will be required by District staff for your firm to comply with the minimum Scope of Service requirements.

L. **Limitations to Services:** Describe any limitations that your firm may have in providing the minimum Scope of Service requirements identified herein in Attachment “A”.

M. **Transition/Implementation Plan:** Describe your firm’s methodology and approach to guarantee a successful and smooth implementation and transition of services.

N. **Contract Conclusion/Close-out Procedures:** Describe the procedures that will be used by your firm at contract close-out, if a resulting contract is not renewed and/or is terminated. Describe what assistance will be required by the District and the time required to transfer and return all District owned data and/or District owned property (as applicable).

O. **Additional Services:** Describe any additional services that will be provided to the District, at no additional cost, upon the award of a contract.

P. **“Best Practices”:** Describe your firm’s service standards and guidelines and your interpretation of “Best Practices.” Specifically describe your firm’s approach for ensuring that all services provided are accurate and complete and that all audits and reports resulting from audits comply with current Government Auditing Standards (December 2011 Revision), and audit reports are accurate, fully completed, all working papers are complete.

Q. **“Quality Assurance” Program:** Briefly describe how your firm will assure that all services provided will meet or exceed the District’s expectations.

Other Relevant Facts/Information (TAB SECTION E.): In this section, provide the key reasons why you believe that your firm should be selected by the District to provide ESPLOST Performance Audit Services. Emphasize qualities and traits that make your firm unique, or gives it special advantage over other proposing firms. Attach any supplemental documentation that you believe is relevant.
Schedules and Attachments (TAB SECTION F.): In addition to the instructions set for in Section A of the RFP document, a provision for the following forms, certifications and licenses is required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

A. Five (5) References preferably of educational, municipal or similar agencies located within the Southeast Region of the United States (Must include Current Representative's name and their fax number).
B. Forms 1-7 (Completed and notarized if required).
C. Disclosure of Responsibility Statement.
D. Contracting Affidavit and Agreement.
E. Certificate of Insurance (The successful Service Provider shall provide a Certificate with the District listed as a Certificate Holder).
F. Copy of 2016 Business License/Tax Certificate (i.e. where the home office is located and/or State Business License for Company).
G. Copy of the Offeror's current State of Georgia Public Accounting License.
H. Government Audit Standards CPE documentation for each auditor that will be involved in a resulting engagement.
I. Copy of proposed implementation plan and estimated deliverable schedule (Based on a "Notice to Proceed" Date of 4 February 2016).
J. Sample Annual Audit Report.
K. Detailed Work Plan.
L. Completed W-9 Form.

INTERVIEWS/PRESENTATIONS (IF CONDUCTED):

The technical review panel may decide to conduct interviews with the finalist firms. If interviews are conducted, each of the finalist firms will be scheduled an interview/presentation. The interviews/presentations will last approximately one (1) hour. The will be no separate evaluation points awarded for firm interviews/presentations; however, technical evaluation points may be revised based on the information that is presented and/or clarified during the interviews/presentations. It will be the sole discretion of the technical review panel to decide if interviews/presentations are required.

STEP 2- FEE PROPOSAL (Total Possible Points 35):

The fee proposals from all finalist firms will be opened and evaluated. Finalist Firms may be requested to submit their "Best and Final" Fee Proposal. Offerors will state the basis for their fee on the fee proposal form provided below. The District reserves the right to accept or reject any fee proposal.

Only one (1) copy of the fee proposal is required. All fee proposals will be submitted on the form and in the format requested by the District, sealed in a #10 envelope, marked with the RFP number and title, and sub-titled "FEE PROPOSAL" and submitted with Technical Proposal (Step 1). Fee Proposals will only be considered from firms that comply with this process. The fee submitted to perform the Scope of Service requirements stated herein will be "all inclusive". NO FEES OR COSTS SHALL BE STATED IN THE TECHNICAL PROPOSAL PACKAGE.

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<th>&quot;Turn-Key&quot; Audit Services:</th>
<th>&quot;Not to Exceed&quot; Annual Audit Fee*:</th>
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<td>Year 4 (Calendar Year Ending 12-31-18)</td>
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*Price is "all inclusive" for turn-key services and includes all labor, materials, site visits, reporting requirements, all overhead, licensing, permitting, insurance, gasoline, freight (as applicable), mileage, per diem, travel time, fuel surcharges, etc. Service Provider will only be compensated for actual services provided during any annual performance period. Absolutely no increases in any type of fee will be honored for the initial one year term of the contract or during the renewal options for years 2 and 3 unless stated in Fee Proposal.
# AUDIT TEAM HOURLY RATE SCHEDULE/SUMMARY OF VALUES FOR ANNUAL AUDIT FEE:

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<td>Less Discount (If Applicable):</td>
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<tr>
<td>&quot;Not to Exceed&quot; Annual Audit Fee Total&quot;:</td>
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In submitting this proposal, I agree to the following:

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

The undersigned, having read and examined the documents and Attachment "A" Specifications entitled RFP 16-17 ESPLOST Performance Audit Services (Annual Contract) for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. and further understands that the Savannah-Chatham County Public School Systems will not be responsible for any cost not specifically set forth in this proposal.

By: __________________________
Signature/Title

DATE: _________________________

FIRM NAME: ________________________

ADDRESS: ________________________

CITY/STATE/ZIP: ________________________

TELEPHONE NUMBER: ________________________

FAX NUMBER: ________________________

EMAIL: ________________________

FEDERAL TAX I.D. NUMBER: ________________________

AVAILABLE TO COMMENCE SERVICES WITHIN ____ /DAYS OF RECEIPT OF CONTRACT AWARD NOTIFICATION AND NOTICE TO PROCEED.
4.0 **MINIMUM QUALIFICATIONS:**

All firms submitting proposals must meet, at a minimum, the following requirements. Failure to meet these qualifications will result in proposal being deemed as "non-responsive".

A. Proposer must be an organization existing for the primary purpose of providing Audit Services and must meet the independence standards of the Government Audit Standards issued by the Comptroller General of the United States.

B. Proposer’s Audit Staff must meet the continuing certification requirements of the Government Audit Standards and have a Certified Public Accountant within the firm to actively review all work provided under a resulting engagement or be a Certified Public Accounting Firm.

C. Proposer cannot have a record of substandard audit work.

D. Proposer must have a minimum of five (5) continuous years prior experience in providing Performance Audit Services, preferably ESPLOST (Government Tax Referendum) Performance Audit Services to educational, governmental or municipal agencies (preferably located within the southeast region of the United States) with scope of service requirements that are similar to or the same as that requested by the District.

E. Proposer must be authorized and licensed by the State of Georgia to provide Public Accounting Services.

F. Proposer must not be currently or previously debarred from submitting bids or proposals on contracts by any government agency of the State of Georgia and the Federal government, and cannot be an agent of any person or entity that is currently or previously debarred from submitting bids on contracts by any agency of the State of Georgia or the Federal government.

G. Proposer must have an office that is staffed with a minimum of one (1) full-time representative during the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday and demonstrate that it has sufficient staff support capabilities.

H. Proposer must demonstrate its ability to commence services within thirty (30) days of contract award and that is has sufficient technical, support staff and equipment inventory to comply with the District's requirements upon the award of a resulting contract, to include technical and support staff coverage due to sickness, vacations, etc.

I. Proposer must demonstrate its financial stability to perform the services requested.

J. Proposer must demonstrate its ability to meet all insurance and licensing requirements.

K. Proposer must provide with their Technical Proposal submittal the required schedules and attachments identified herein in Tab Section "F".

5.0 **ACCEPTANCE AND EVALUATION OF PROPOSALS:**

The following factors will be considered by the Technical Evaluation Committee in the evaluation of this proposal. The factors to be evaluated will not necessarily be evaluated in the order presented.

6.0 **EVALUATION CRITERIA- TOTAL POSSIBLE POINTS 100:**

Qualifications of Firm- 15%
Team Experience with Similar Engagements- 15%
Methodology and Approach to Audit- 25%
Technical Capabilities-5%
References- 5%
Fees for Services/Fee Proposal- 35%

7.0 **SERVICE ENHANCEMENTS:**

Offerer’s may propose, based on the information presented in this RFP and their company’s knowledge of the public educational system sector, any enhancements, technology, service or otherwise, that will be provided to the District (at no additional cost). Any service/product enhancements or vendor value added services proposed by the Offeror shall be submitted with fee proposal in a separate sealed #10 envelope, with the title "Service Enhancements/Value Added Services" clearly marked on the outside. Service enhancements/Vendor value added service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award.

8.0 **ACCEPTANCE PERIOD:**

A one-hundred twenty-day (120) period from the RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time frame. If the Board envisions that the process will not be completed by the end of the one-hundred twenty-day (120) period, an extension will be requested. In the event that no extension is requested, the solicitation shall be deemed cancelled if the process is inactive.
9.0 **BASIS FOR AWARD:**

In order to be awarded a contract, the proposed Service Provider must be able to demonstrate its ability to perform the work outlined in these specifications, meet all qualification requirements, meet all insurance requirements, provide all documentation and samples required within the proposal document, and provide the best combination of technical proposal and fee. It must be understood that the firm providing the lowest fee may not necessarily be awarded a contract. The Board reserves the right to award this contract as deemed to be in the best interest of the District. PLEASE NOTE: COPIES OF ALL TECHNICAL AND FEE PROPOSALS RECEIVED AND EVALUATION COMMITTEE SCORES WILL REMAIN CONFIDENTIAL AND WILL NOT BE PUBLICLY DISCLOSED UNTIL AFTER THE BOARD APPROVES THE AWARD OF A CONTRACT. THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.

10.0 **RIGHTS OF REJECTION:**

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 RFP at any time before the Board of Education awards a contract for any reason.

11.0 **CONTRACT REQUIREMENTS:**

Prior to the execution of a contract, the Successful Service Provider will be responsible for complying with the following work requirements in accordance with this RFP:

A. The Service Provider will comply with all pertinent Federal, State and Local ordinances and regulations.
B. The Service Provider will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "A".

12.0 **TRANSITION PERIOD:**

Due to the nature of the procurement process, often there are times when a transition period is required during the evaluation period, final contract negotiations, and/or contract award and execution. The successful Service Provider will agree to maintain the same terms, conditions and prices of the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the incumbent Service Provider is not the successful offeror, he or she will agree to provide the same level of services for a period not to exceed ninety (90) days, to allow for an orderly transition.

13.0 **GRATUITY PROHIBITION:**

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

14.0 **E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:**

Vendors are required to complete the Service Provider 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 RFP or bid 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.
15.0 **LITIGATION HISTORY:**

Offeror will provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that the firm and/or any organization affiliated with the 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.

16.0 **TAXES:**

The Service Provider will timely pay all taxes lawfully imposed upon service provider with respect to a resulting Contract. The Service Provider makes no representation whatsoever regarding any tax liability or regarding any exemption from tax liability related to a Contract resulting from this RFP.

17.0 **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 a Contract on behalf of such party.

18.0 **INDEMNIFICATION:**

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

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

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

Service Provider shall indemnify and hold the Indemnitees harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Service Provider.

19.0 **ETHICS IN PUBLIC CONTRACTING:**

By submitting a proposal, all auditors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other auditor, supplier, manufacturer or subcontractor in connection with their proposals, and that they have not conferred on any government entity employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Auditors specifically certify by submitting their proposal that they are not in violation of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions. Auditors contracting with agencies of the State of Georgia (as defined in the Official Code of Georgia Annotated, Section 45-10-20) further certify that Official Code of Georgia Annotated, Title 45, Chapter 10, Article 2, which prohibits certain public officials and
Employees of the State of Georgia from transacting business with certain state agencies, has not been and will not be violated in any respect by execution of this proposal and any contract resulting therefrom.

20.0   DEBARMENT STATUS:

By submitting their proposals, all auditors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.
ATTACHMENT “A”

SPECIFICATIONS

16-17

ESPLOST PERFORMANCE AUDIT SERVICES (ANNUAL CONTRACT)

1.0 GENERAL DESCRIPTION:

The Savannah-Chatham County Public School System, herein after referred to as the “District” is seeking proposals from qualified auditing firms, herein after referred to as “Proposer” or “Service Provider”, interested in providing annual ESPLOST performance audit services.

2.0 PERFORMANCE PERIOD:

The RFP will establish an annual contract that will be in effect for a period of one (1) year, with the option to renew for three (3) additional one (1) year terms. Each renewal will be contingent upon the Service Provider’s performance during the contract period. The District will review the Service Provider’s performance every six (6) months. All prices, terms and conditions of the original contract will remain firm for the contract duration and no price increases will be honored. Proposer shall state the date that they will be available to commence services (upon the receipt of a purchase order or a Notice to Proceed) in proposal. It is the District’s intention that the successful Service Provider will commence services on 4 February 2016.

3.0 BACKGROUND AND OBJECTIVES:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms interested in providing Annual ESPLOST Performance Audit Services. On February 6, 2013, based on the outcome of a similar solicitation, the District Board awarded a contract to Serota, Maddocks, Evans & Co. CPA’s, of Augusta, Georgia, for an initial one year term, with the option to renew for two (2) additional one year terms. The contract will expire on February 5, 2016 and there are no renewal options available. Attached hereto as Schedule “A” is a copy of the ESPLOST Audit Report for the year ended December 31, 2014 Copies of the District’s Internal Audit Plans and most recent reports are also available to view on the District’s website at www.sccpss.com.

The resulting contract engagement will consist of a performance audit of the use of Education Special Purpose Local Option Sales Tax funds (ESPLOST) as required by O.C.G.A. §20-2-491 in accordance with the Scope of Service requirements provided herein. Interested parties may make arrangements with the Chief Financial Officer to inspect the accounting records in order to become acquainted with the volume of accounting transactions and the character of the accounting records and systems used by the District and will be by scheduled appointment only. Appointments can be arranged by contacting (912) 395-1131.

Please Note: All requests for clarification must be submitted to the Purchasing Department in accordance with Section F. of this solicitation document. The only official view of the District is that which is submitted in writing to the Purchasing Department and is responded to in the form of a written Addendum made available to all bidders of record.

4.0 SCOPE OF SERVICE REQUIREMENTS:

4.1 District Responsibilities: It is understood that certain services, if required, will be performed and furnished by the District in a timely manner so as not to delay the Service Provider unduly in his performance and obligations. District responsibilities will include:

4.1.1 The District will be responsible for providing access to files as required for the audit.
4.1.2 The District will be responsible for adequate workspace for the firm’s staff.
4.1.3 The District will provide the Service Provider with a Tax Exemption Certificate.
4.1.4 The District will supply the Service Provider with adequate copies of all data pertaining to the required service, plus full information as to the District’s requirements for the service including any known pertinent
data from other Service Providers performing work within a reasonable time as not to delay the Service Provider. The District will examine all data as the District deems appropriate for such examination and will render written decisions pertaining thereto within a reasonable time so as not to delay the work of the Service Provider.

4.1.5 The District shall give prompt verbal and/or written notice to the Service Provider whenever the District observes or otherwise becomes aware of any defect in the service or changed circumstances.

4.1.6 The District will guarantee access to and make all necessary provisions for the Service Provider to enter upon public and private property as required for the Service Provider to perform the services under a resulting contract.

4.1.7 A list of schedules that will be prepared by the District's staff to assist the auditors in the performance of the audit will be developed during the first year of the engagement with the auditors. It is the intention that the District staff will prepare all schedules which are usually prepared by a client's accounting staff. If needed, the District staff will be available to pull canceled checks, invoices, and purchase orders. Many of these documents are available in electronic format. District staff will assist the auditors in accessing this information as well as approved budgets.

4.2 **Scope of Service Requirements:** Service Provider shall do, perform, and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of the profession as the District's Service Provider to provide annual ESPLOST Annual Performance Audit Services. Minimum Scope of Service Requirements will include, but is not limited to:

4.2.1 The detailed scope of services to be performed by the Service Provider includes those services required and issued to the Service Provider by the District's Project Manager.

4.2.2 All work shall comply with current City, County and Municipal codes and shall be inspected or caused to be inspected by the District's Project Manager as appropriate.

4.2.3 The engagement will consist of a performance audit of the use of Education Special Purpose Local Option Sales Tax Funds as required by O.C.G.A. 20-2-491.

4.3 **Audit Requirements:** The audit shall be conducted in order to meet or exceed the following requirements:

4.3.1 The audit shall be conducted in order to meet the requirements of the Georgia Department of Audits. Acceptance by the Georgia Department of Audits of the auditor's report is an essential obligation of the firm.

4.3.2 The audit shall be performed in accordance with generally accepted auditing standards, promulgated by the American Institute of Certified Public Accountants (AICPA), and in accordance with the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States. The auditor further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials. The auditor shall indemnify and save harmless the government entity from any contributions, taxes, or liability referred to in this article.

4.3.3 During the audit, the auditor shall be prepared to periodically inform the Board of Education and its Audit Committee on audit progress and audit findings. The auditor shall be available to conduct post-audit conferences to review the required reports. Conferences shall be conducted at the time of the report's submission.

4.4 **Audit Design:** The audit shall be designed to accomplish the following objectives:

4.4.1 To ensure to the maximum extent possible that ESPLOST funds are expended efficiently and economically so as to secure to the School District the maximum possible benefit from the tax dollars collected.

4.4.2 To provide for the issuance of periodic public reports at least annually with respect to the extent to which expenditures are meeting the goal described above.

4.4.3 To provide for the issuance of periodic public recommendations at least annually for improvements in meeting the goal describe above.

4.4.4 To determine that ESPLOST proceeds are being disbursed in compliance with the ESPLOST Resolution approved by the Board of Education on July 5, 2006 and August 3, 2011 by the voters of the City of Savannah and the County of Chatham on September 19, 2006 and November 8, 2011.

4.4.5 To determine that adequate internal controls have been established to provide for the proper management of the sales tax proceeds received by the School District.
4.4.6 To determine that periodic reporting to the District and the public by the School District fairly presents the construction and spending status of each ESPLOST project, including the following:
A. Original Estimated Total Cost (as included in information provided by the District at the time the resolution was presented for a public vote);
B. Current Estimated Total Cost;
C. Differences between A) and B);
D. Actual Cost to Date;
E. Cost per Square Foot (where applicable);
F. Original Targeted Completion Date;
G. Current Targeted Completion Date;

4.4.7 To determine that deviations from original expenditure estimates for each ESPLOST project are reasonable and appropriate in order to accomplish the goals of the project in the most effective manner.

4.4.8 To determine that the School District’s construction project expenditures are comparable to that for similar size facilities, in similar locations with comparable economic conditions.

4.4.9 To determine that the District fairly assesses the impact of any significant changes or anticipated changes in revenue collections on its ability to complete its ESPLOST projects, adjusts the scope and anticipated completion date of ESPLOST projects if needed based on those assessments and adjustments in its reports to the Board and the public.

4.4.10 In addition, the auditor will perform any other procedures that the auditor determines are necessary to accomplish the general purposes and objectives stated in O.G.C.A. 20-2-491.

4.5 **Audit Procedures:** In addition, the Service Provider will perform any other procedures that the auditor determines are necessary to accomplish the general purposes and objectives stated in O.G.C.A. 20-2-491.

4.6 **Publications:** In determining the District’s compliance with State and Federal requirements, the following publications and or other materials shall be used:
- *Financial Management for Georgia Local Units of Administration* as published by the Georgia Department of Education.
- Professional standards are constantly changing and it is the service provider’s responsibility to ensure that the appropriate standards are being followed. Any amendments and/or revisions to compliance and auditing standards, administrative requirements, or new pronouncements by authoritative bodies shall be implemented accordingly.

4.7 **Audit Period:** The audit to be conducted during the initial 1st year term of the contract shall cover the one-year period from January 1, 2015 through December 31, 2015. Each annual renewal will cover the subsequent one-year periods from January 1 through December 31.

4.8 **District Staff Assistance:** District’s staff will perform all work of an assisting nature, consistent with generally accepted auditing standards, and whenever qualified School District employees are available. The Service Providers’ person in charge of field work shall meet with the Chief Financial Officer prior to the start of fieldwork to plan the utilization of this assistance.

4.9 **Report Requirements:** The following report will be issued for the District as required by generally accepted auditing standards, Government Auditing Standards, and, as applicable, the Official Code of Georgia Annotated:
- Service Provider will compile and provide to the District a written report summarizing the procedures, findings and recommendation resulting from the audit, along with Management’s response to any recommendations. Draft reports shall be issued by May 15th of each one (1) year term of the contract. A draft of the report shall be reviewed with the Chief Financial Officer and appropriate staff members before the report is published.
- Service Provider will provide and deliver to the District’s Chief Financial Officer, Thirty (30) bound copies of the report, and One (1) electronic copy to post on the District’s website. The partner in charge of the audit shall be available to discuss the report at a minimum of two public meetings. All costs associated with the report copies and all associated meeting requirements will be included in “all inclusive” annual fee.
• Service Provider will make available, upon request to the Georgia Department of Audits and the Georgia State Department of Education, all working papers. Service Provider will retain all working papers for a minimum period of three (3) years from the date of the audit report unless the auditor is notified, by any of the above named agencies, in writing, to extend the retention period.

• Service Provider will be required to prepare a separate report for each ESPLOST referendum.

4.10 Higher Level of Audit Services:
If the Service Provider becomes aware that the District is subject to audit requirements that may not be encompassed in the terms of the contract, the Service Provider will immediately communicate to the Chief Financial Officer, that in accordance with the established contract, certain relevant legal, regulatory, or contractual requirements may not be met.

4.11 Changes in Auditing Standards/Federal Requirements:
As professional auditing standards or Federal auditing requirements change, the auditor shall adjust his/her auditing techniques and reporting formats and criteria so the new standards and requirements are met.

4.12 Rates for Additional Services:
If it should become necessary for the District to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the government entity and the firm. Any such additional work agreed to between the government entity and the firm shall be performed at the hourly rates and fees stated in Fee Proposal.

4.13 Social Security/Employment Taxes:
The auditor shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, Unemployment Benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the auditor on work performed under the terms of this agreement.

5.0 SCHEDULING OF WORK:
All work will be scheduled with the District's Contract Representative, Ms. Kelly Crosby, Senior Director, Internal Audit, or her designee. All work will be performed during normal business hours unless RFP option for evening, weekend and holiday work schedule is accepted and awarded by the District. Service Provider will be required to sign at the work site during normal/school hours. After normal/school hours, the Service Provider will notify Campus Police at (912) 395-5555 when they leave for the day.

6.0 OUT OF SCOPE WORK:
During the contract period, the Service provider agrees not to submit proposals for or to perform any accounting, consulting, compilation for review, or any other services outside the Scope of Services of this contract without the written approval by the District.

7.0 PERSONNEL:
All Service Provider personnel and/or staff are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves in a respectable and courteous manner while performing any work under a resulting contract and/or whenever they are on Savannah Chatham County Public School System property. The following code of conduct will be adhered to by Service Provider, his agents, and/or his employees:
8.0 **PERSONNEL CODE OF CONDUCT:**

A. The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the District prior to entering District property to provide services.

B. Service Provider will submit a list of all employees, including back-up personnel that will be providing services under this contract.

C. All employees of Service Provider shall wear proper business attire. No hats will be worn inside the building. All service personnel performing work must carry a picture ID that is issued by the State of Georgia. Service personnel will present ID to District Staff upon request. This provision will be strictly enforced.

D. The use of tobacco or tobacco products on District property is prohibited.

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

F. Service Provider or employees of Service Provider are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

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

H. Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable District policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation. No person who has a firearm in their vehicle will be permitted to park on District property.

9.0 **BACKGROUND CHECKS:**

Service Provider shall not utilize, in the performance of a resulting contract, any employee who has been convicted of a felony and/or crimes against children. Should there be a reasonable doubt regarding a particular person's suitability, the District reserves the right to request a security/background check. All requests for background checks will be made through the District's Purchasing Department. Service Provider shall submit copies of all security/background checks requested within twenty-four (24) hours of a request by the District for such information. Failure to complete and/or to submit any security/background check requested by the District may result in immediate cancellation of the contract. Service Provider will also ensure that all employees adhere to the District's Drug Free Workplace policy.

10.0 **BUSINESS LICENSE/TAX CERTIFICATE:**

Service Provider shall submit to the District a current Chatham County, City of Savannah, or other Municipal license, unless otherwise specified.

11.0 **LIQUIDATED DAMAGES:**

Delivery of the entire order shall be completed within three (3) months after receipt of an authorized purchase order. All orders not completed within the stated timeline will be liable for liquidated damages in the amount of One Hundred ($100) per consecutive calendar day until services have been completed, delivered and accepted by the District.

12.0 **ASSIGNMENT OF CONTRACT:**

Contract will not be assignable by Service Provider in whole or in part without the written consent of the Savannah-Chatham County Public School System.

13.0 **INVOICES:**

Copies of all invoices, along with required acceptance documents and required reports, will be submitted to:
Savannah-Chatham County Public School System  
Attn: Accounts Payable  
208 Bull Street, Room 119  
Savannah, Georgia 31404  
The District's payment terms are 2%/10 Net 40.

14.0 LICENSES AND TAXES:

Service Provider will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Service Provider will agree that in the performance of a contract resulting from this solicitation, 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.

15.0 INSURANCE REQUIREMENTS:

The Service Provider 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 Service Provider, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Service Providers RFP. Prior to the commencement of any work, the Service Provider 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 Service Provider’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 Service Provider will provide copies of all insurance policies required hereunder. 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. Service Provider will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.

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

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

Upon notification of award the Service Provider 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 RFP. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

16.0 COMPLIANCE WITH LAWS:

Service Provider 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. Service Provider 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.
17.0 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.

18.0 OBLIGATION OF SERVICE PROVIDER:

By submitting a RFP, the Service Provider 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.

19.0 ETHICS IN PUBLIC CONTRACTING:

By submitting a RFP, all auditors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other auditor, supplier, manufacturer or subcontractor in connection with their proposals, and that they have not conferred on any government entity employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, present or promised. Auditors specifically certify by submitting their proposal that they are not in violation of the Official Code of Georgia Annotated, Section 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions. Auditors contracting with agencies of the State of Georgia (as defined in the Official Code of Georgia Annotated, Section 45-10-20) further certify that the Official Code of Georgia Annotated, Title 45, Chapter 10, Article 2, which prohibits certain public officials and employees of the State of Georgia from transacting business with certain state agencies, has not been and will not be violated in any respect by the execution of this proposal and any contract resulting therefrom.

20.0 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 Service Provider, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Service Provider shall be the contractual treatment of the termination pursuant to Section 30.0 below and without any other damages or relief.

21.0 CONTRACT CHANGES:

By written notice to the Service Provider, the District may make changes, within the general scope of the contract.

22.0 ASSIGNMENT OF CONTRACT:

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

23.0 CANCELLATION/DEFAULT OF CONTRACT:

In the event the Service Provider, 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 Service Provider. The cancellation shall become effective on the date as specified in the notice of cancellation sent to the Service Provider. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting Service Provider responsible for any excess cost incurred.

24.0 TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver the material or services in accordance with the contract terms and conditions, the Board, after due oral and written notice, may procure them from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. The remedy shall be in addition to any other remedies which the Board may have. Specifically, if, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Service Provider violates any of the covenants, agreements, or stipulations of
this contract, the Board 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 Service Provider shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of contract by the Service Provider. The Board may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to the Board from the Service Provider is determined.

25.0 **TERMINATION 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 Board. Any such termination shall be effected by delivery to the Service Provider, at least ten (10) working days prior to the termination date, the Notice of Termination specifying to the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Service Provider will cease 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 Service Providers obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. All equitable adjustment in the contract price shall be made for complete service, but no amount shall be allowed for anticipated profit on unperformed services.

26.0 **TERMINATION FOR LACK OF FUNDING:**

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Successful Service Provider by the Savannah-Chatham County Public School System (SCCPSS) is 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 there under, the 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 Service Provider the occurrence thereof.

27.0 **CONTRACT CLOSE-OUT:**

Final monthly payment will be issued to the Service Provider when the Service Provider has complied with all contract transition terms and conditions and all records have been returned to the District.

***END OF ATTACHMENT A***
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.
ATTACHMENT “C” LMWBE BUSINESS PARTICIPATION PROGRAM
RFP# 16-17

It is the policy of the Board of Public Education (“owner”) that LMWBE’s shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to ensure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs. The Board also promotes capacity building with the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

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

Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
Phone: (912) 652-3582

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offers 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: ________________________________ RFP #: 16-17

PROJECT TITLE: ___________________________________ TOTAL BID AMOUNT: $ ____________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>SUBCONTRACT VALUE</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: ______ % $ ____________________

WOMEN PARTICIPATION TOTAL VALUE: ______ % $ ____________________

OTHER MINORITY PARTICIPATION TOTAL VALUE: ______ % $ ____________________

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

______________________________
Signature

______________________________
Title

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

______________________________
Date

______________________________
Signature

______________________________
Title

NOTE: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.
Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes or No</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE’s of subcontracting opportunities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
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</tr>
<tr>
<td>Communicating with the School District’s Program Management Firm to identify available qualified LMWBEs.</td>
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<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
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</tr>
<tr>
<td>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</td>
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<td></td>
</tr>
<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NAME OF BIDDER/PROPOSER: ________________________________ RFP #: 16-17

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.

<table>
<thead>
<tr>
<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
NAME OF CONTRACTOR/CONSULTANT: ___________________________________________ RFP #: 16-17

PROJECT TITLE: ________________________________________________________________

DATE: ___________________________ PROJECT LOCATION: _________________________

CONTRACT AMOUNT: $ ___________________________

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

CUMULATIVE LMWBE MONTHLY REPORT: $ ___________________________

PERCENTAGE OF TOTAL CONTRACT: _______ %

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _______ %

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

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

Date: ___________________________ Signature: ___________________________________ Title: ___________________________________

NOTES:

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

2. This report must be completed in duplicate and one copy submitted with CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS and the second copy directly to the district's program management firm.
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE</td>
</tr>
<tr>
<td>INDEPENDENT ACCOUNTANTS’ REPORT ................................................................. 1</td>
</tr>
<tr>
<td>SCHEDULE OF ESPLOST 2012 PROJECT EXPENDITURES .............................................. 2 - 3</td>
</tr>
</tbody>
</table>
INDEPENDENT ACCOUNTANTS’ REPORT

To the Savannah-Chatham County Board of Education
Savannah, Georgia

We have examined Savannah-Chatham County Public School System's (School System) attached Schedule of ESPLOST 2012 Project Expenditures and their compliance with Article VIII, Section VI, Paragraph IV of the Georgia Constitution and Official Code of Georgia (O.C.G.A.) 48-8-141 regarding expenditure of sales tax for educational purposes during the year ended December 31, 2014. Management is responsible for the School System’s compliance with those requirements. Our responsibility is to express an opinion on the School System’s compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the School System’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Savannah-Chatham County Public School System's compliance with specified requirements.

In our opinion, the Savannah-Chatham County Public School System complied, in all material respects, with the aforementioned requirements for the year ended December 31, 2014.

Serotta Maddocks Evans & Co.
Serotta Maddocks Evans & Co., CPA's
Augusta, Georgia
April 10, 2015
### ESPLOST 2012
(expenditures for calendar year 2014)

<table>
<thead>
<tr>
<th>Project</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service (including principal and interest)</td>
<td>$9,535,870</td>
</tr>
<tr>
<td>Bartlett Middle</td>
<td>2,747,914</td>
</tr>
<tr>
<td>Beach High</td>
<td>99,013</td>
</tr>
<tr>
<td>Bloomingdale Elementary</td>
<td>63,534</td>
</tr>
<tr>
<td>Brock Elementary</td>
<td>240,894</td>
</tr>
<tr>
<td>Butler Elementary</td>
<td>46,122</td>
</tr>
<tr>
<td>Coastal Emp. Montessori Elementary</td>
<td>58,528</td>
</tr>
<tr>
<td>Coastal GA Comp Academy</td>
<td>75,682</td>
</tr>
<tr>
<td>Coastal Middle</td>
<td>1,682,118</td>
</tr>
<tr>
<td>DeRenne Middle</td>
<td>13,315</td>
</tr>
<tr>
<td>Early College</td>
<td>3,033</td>
</tr>
<tr>
<td>East Broad K-8</td>
<td>72,350</td>
</tr>
<tr>
<td>Ellis K-8</td>
<td>87,021</td>
</tr>
<tr>
<td>Fresh Start</td>
<td>3,010</td>
</tr>
<tr>
<td>Gadsden Elementary</td>
<td>30,259</td>
</tr>
<tr>
<td>Garden City Elementary</td>
<td>50,373</td>
</tr>
<tr>
<td>Garrison K-8</td>
<td>62,337</td>
</tr>
<tr>
<td>Georgetown K-8</td>
<td>46,445</td>
</tr>
<tr>
<td>Godley Station K-8</td>
<td>39,262</td>
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<tr>
<td>Gould Elementary</td>
<td>56,267</td>
</tr>
<tr>
<td>Groves High</td>
<td>5,213</td>
</tr>
<tr>
<td>Haven Elementary</td>
<td>17,758</td>
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<tr>
<td>Heard Elementary</td>
<td>2,228,765</td>
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<tr>
<td>Hesse K-8</td>
<td>8,115,202</td>
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<tr>
<td>Hodge Elementary</td>
<td>14,139,117</td>
</tr>
<tr>
<td>Howard Elementary</td>
<td>207,835</td>
</tr>
<tr>
<td>Hubert Middle</td>
<td>52,888</td>
</tr>
<tr>
<td>Islands High</td>
<td>1,927,316</td>
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<tr>
<td>Isle of Hope K-8</td>
<td>7,161,330</td>
</tr>
<tr>
<td>Jenkins High</td>
<td>76,082</td>
</tr>
<tr>
<td>JG Smith Elementary</td>
<td>35,050</td>
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<tr>
<td>Johnson High</td>
<td>16,577</td>
</tr>
<tr>
<td>Largo Tibet Elementary</td>
<td>38,975</td>
</tr>
<tr>
<td>Low Elementary</td>
<td>65,339</td>
</tr>
<tr>
<td>Marshpoint Elementary</td>
<td>773,285</td>
</tr>
<tr>
<td>Massie Heritage Center</td>
<td>7,555</td>
</tr>
<tr>
<td>Mcrcrr Middle</td>
<td>2,643,461</td>
</tr>
<tr>
<td>Myers Middle</td>
<td>19,673</td>
</tr>
<tr>
<td>Network Operations Center</td>
<td>751,355</td>
</tr>
<tr>
<td>New Hampstead High</td>
<td>211,196</td>
</tr>
<tr>
<td>Oatland Island Education Center</td>
<td>44,197</td>
</tr>
<tr>
<td>Oglethorpe Charter School</td>
<td>2,062</td>
</tr>
<tr>
<td>Project</td>
<td>ESPLOST 2012</td>
</tr>
<tr>
<td>---------------------------------------------</td>
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</tr>
<tr>
<td></td>
<td>(expenditures</td>
</tr>
<tr>
<td></td>
<td>expenditures</td>
</tr>
<tr>
<td>Pooler Elementary</td>
<td>61,768</td>
</tr>
<tr>
<td>Program management</td>
<td>1,281,653</td>
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<tr>
<td>Port Wentworth K-8</td>
<td>8,887,642</td>
</tr>
<tr>
<td>Pulaski Elementary</td>
<td>29,537</td>
</tr>
<tr>
<td>Savannah Arts Academy</td>
<td>47,387</td>
</tr>
<tr>
<td>Savannah Classical Academy K-8</td>
<td>1,031</td>
</tr>
<tr>
<td>Savannah High</td>
<td>35,185</td>
</tr>
<tr>
<td>Shuman Elementary</td>
<td>47,307</td>
</tr>
<tr>
<td>Southwest Elementary</td>
<td>26,826</td>
</tr>
<tr>
<td>Southwest Middle</td>
<td>19,149</td>
</tr>
<tr>
<td>Spencer Elementary</td>
<td>60,627</td>
</tr>
<tr>
<td>Thunderbolt Elementary</td>
<td>43,086</td>
</tr>
<tr>
<td>Tybee Maritime</td>
<td>1,031</td>
</tr>
<tr>
<td>West Chatham Elementary</td>
<td>33,386</td>
</tr>
<tr>
<td>West Chatham Middle</td>
<td>196,114</td>
</tr>
<tr>
<td>White Bluff Elementary</td>
<td>46,867</td>
</tr>
<tr>
<td>Windsor Forest Elementary</td>
<td>51,760</td>
</tr>
<tr>
<td>Windsor Forest High</td>
<td>36,044</td>
</tr>
<tr>
<td>Woodville-Tompkins TC High</td>
<td>55,069</td>
</tr>
</tbody>
</table>

Total ESPLOST project expenditures $ 64,515,047

Note: Amounts expended for these projects may include sales tax proceeds, state, local property taxes and/or other funds over the lives of the projects.
COMPLIANCE EXAMINATION PROGRAM - ESPLOST 2012
FOR THE YEAR ENDED DECEMBER 31, 2014

1. Obtain a copy of the Savannah-Chatham County Public School System ESPLOST resolution and read the terms for design of compliance testing.

2. Compare the terms of the Savannah-Chatham County Public School System ESPLOST resolution with Article VIII, Section VI, Paragraph IV of the Georgia Constitution and Official Code of Georgia (O.C.G.A.) 48-8-141 to insure compliance with state law.

3. Compare the terms of the Savannah-Chatham County Public School System ESPLOST resolution with detail budget and actual records for receipt and disbursement of ESPLOST funds during the year.

4. Test accounting system internal controls and procedures for the following:
   a. Contract bidding and approval process
   b. Reconciliation of accounting records
   c. Invoice approval process
   d. Cash disbursement approval process

5. Confirm receipt of ESPLOST funds with the state of Georgia.

6. Trace receipt of funds from the state of Georgia to Savannah-Chatham County Public School System ESPLOST investment and/or cash accounts.

7. Test the allocation of earnings from cash and investment accounts to Savannah-Chatham County Public School System ESPLOST funds.

8. Trace Savannah-Chatham County Public School System ESPLOST disbursement records for individual payments to invoices and/or contract approval and cancelled checks.

9. Verify that these disbursements are for the educational purposes described in the Savannah-Chatham County Public School System ESPLOST resolution.

10. Confirm the payment of principal and interest on Savannah-Chatham County Public School System bond debt per the ESPLOST resolution and trace to bond amortization schedules.

11. Test and confirm Savannah-Chatham County Public School System ESPLOST cash and investment balances.

12. Verify the existence of capital assets funded by Savannah-Chatham County Public School System ESPLOST proceeds.

13. Read bid proceedings, budgeted to actual cost and comparative data for similar projects for analysis of effective and efficient use of ESPLOST funds.

14. Test transfers to insure that ESPLOST funds are not being spent on non-ESPLOST projects (transfers out) and to identify non-ESPLOST funds that are being spent on ESPLOST projects (transfers in).
15. Determine that required annual reporting to the public by Savannah-Chatham County Public School System on the results of ESPLOST projects was performed.

16. Determine that periodic reporting to the District and the public by Savannah-Chatham County Public School System fairly presents the construction and spending status of each ESPLOST project, including the following:
   a. Original estimated total cost (as included in information provided by Savannah-Chatham County Public School System at the time of the resolution presented for a public vote)
   b. Current estimated total cost
   c. The difference between the original estimated total cost and the current estimated total cost
   d. Actual Cost to Date
   e. Cost per Square Foot (where applicable)
   f. Original targeted completion date
   g. Current targeted completion date

17. Determine that Savannah-Chatham County Public School System assesses the impact of any significant changes or anticipates any changes in revenues collections or its ability to complete its ESPLOST projects, that Savannah-Chatham County Public School System adjusts the scope and anticipated completion date of ESPLOST projects, if needed, based on those assessments and adjustments in its reports to the Board and the public.
SUMMARY OF EXAMINATION PROCEDURES - ESPLOST 2012
FOR THE YEAR ENDED DECEMBER 31, 2014

REPORT ON COMPLIANCE

• Report confirms Savannah-Chatham County Public School System’s compliance with Georgia Code section cited in the report.

RESPONSIBILITIES

• Savannah-Chatham County Public School System is to maintain sufficient evidence to support compliance with Georgia Code for the expenditure of ESPLOST funds.

• Serotta Maddocks Evans & Co., CPA’s is to design an examination program to test Savannah-Chatham County Public School System’s compliance with the Georgia Code, perform such examination procedures, and issue an opinion on the System’s compliance with the Code.

SUMMARY OF PROCEDURES PERFORMED

• We read the resolution to impose the sales and use tax for educational purposes for ESPLOST 2012.

• We read the ESPLOST resolution to ensure funds were approved by the voters to be used to reduce debt.

• We confirmed with the Bank of New York Mellon and tested the following debt service payments and agreed the actual payments to the general ledger for the year ended December 31, 2014:

| Series 2002 | Principal  | $ 7,100,000 |
|            | Interest   | 724,108     |
| Series 2004 | Principal   | 1,711,762   |
|            | Interest    |             |
| Total debt service per 2014 general ledger | $ 9,535,870 |

ESPLOST 2012 funds of $9,535,870 were used to reduce debt.

• We compared the ESPLOST resolution with budget and actual records of receipt and disbursement of sales tax funds.

• We tested ESPLOST project disbursements (including journal entries) of $42,800,856 for the year ended December 31, 2014. We verified that all tested disbursements were for projects approved by the voters of Savannah-Chatham County Public School System in the applicable ESPLOST 2012 resolution.
SUMMARY OF EXAMINATION PROCEDURES - ESPLOST 2012
FOR THE YEAR ENDED DECEMBER 31, 2014

We tested the accounting system internal controls as follows:

- Read the bid packages for the construction manager at risk services for Hesse K-8 and the construction manager at risk services for Isle of Hope K-8;

- Tested the purchase and invoice approval process on a sample of expenditures for all ESPLOST 2012 projects with expenditures for the year ended December 31, 2014; and,

- Read the December 31, 2014 reconciliation for ESPLOST-related cash account and agreed related balances to the general ledger and bank statement.

- We confirmed sales tax receipts for ESPLOST 2012 of $65,140,600 for the year ended December 31, 2014 with the Georgia Department of Revenue and agreed amounts to the bank statements and reconciled to the general ledger.

- We confirmed ESPLOST 2012-related cash and investment balances of $101,335,243 at December 31, 2014 with the State of Georgia’s Office of the Treasury and Fiscal Services and agreed amounts to the general ledger.

- We tested ESPLOST 2012-related interest earnings of $124,656 for the year ended December 31, 2014, and agreed amounts to the general ledger.

- We performed site visits and walkthroughs of Hodge Elementary, Hesse K-8, Isle of Hope K-8, and Port Wentworth K-8. Construction blueprints and cost information were read prior to making the site visits.

- We compared the cost of construction for Gadsden Elementary, New Hampstead High, Hodge Elementary, Port Wentworth Elementary, Hesse K-8, and Isle of Hope K-8 to comparable construction in various counties around the state noting reasonableness.

- We analytically tested transfers from the GA Fund 1 account to the Master Fund account of $64,515,048 noting they were reasonable and appropriate given the spending constraints of the ESPLOST resolutions.

- We viewed the annual newspaper advertisement dated December 16, 2014 of SPLOST project results published for public review.
SUMMARY OF EXAMINATION PROCEDURES - ESPLOST 2012
FOR THE YEAR ENDED DECEMBER 31, 2014

- We read the periodic reporting dated December 31, 2014 provided by the management of Savannah-Chatham County Public School System to the District Board and public for reasonableness of the construction and spending status of each ESPLOST 2012 project.
  - We noted the original estimated total cost of $350,000,000 ($330,000,000 from sales tax collections and $20,000,000 from other funding sources) agreed to the original cost set forth in the resolution for ESPLOST 2012.
  - We noted the current estimated total cost of $362,879,782 was provided in the reporting documentation for ESPLOST 2012. We noted budget increase amendments of approximately $6,272,104 were approved by the Board for ESPLOST 2012 for the year ended December 31, 2014.
  - We recalculated the differences between the original estimated and current estimated total costs and noted the differences were all due to budget transfers. The current budget is approximately $12,900,000 over the original estimated cost for ESPLOST 2012. This difference is due to the decrease in expected sales tax collections and an increase in other funding sources.
  - We recalculated the cost per square footage for those projects which are new construction based on the original contract plus change orders, where applicable.
    - Gadsden Elementary (complete) - $171 per square foot
    - New Hampstead High (complete) - $190 per square foot
    - Hodge Elementary (in process) - $168 per square foot
    - Port Wentworth Elementary (in process) - $161 per square foot
    - Hesse K-8 (in process) - $144 per square foot
    - Isle of Hope K-8 (in process) - $142 per square foot
  - We observed the budget report dated December 31, 2014 and noted the following projects were estimated to start in 2012, 2013, or 2014 and were listed as “Not Started” on the report.
    - Massie Heritage Center - Academic Technology Upgrades
    Per management, the entire Academic Technology Upgrade was viewed as one project; therefore, the same expected start date was assigned for all sites. However, each individual site actually starts when costs appear. When costs appear, the status is changed to “Active”. We noted there was only one project under this category that was “Not Started”.
  - We observed the budget report dated December 31, 2014 and noted the following projects were listed as active as of December 31, 2014; however, they were originally estimated to be completed prior to December 31, 2014 on the report.
    - Hodge Elementary - New/Replacement School Costs
    - New Hampstead High - Addition/Modifications Projects
    - Bartlett Middle - HVAC
    - Mercer Middle - HVAC
 Additionally, we observed the budget report and noted the following projects were scheduled to be completed in 2014 and were listed as “Closed” on the report.

- West Chatham Middle - HVAC
- Woodville Tompkins High - Interior Upgrades
- Bloomingdale Elementary - Security Equipment
- Brock (formerly Bartow) Elementary - Security Equipment
- Gould Elementary - Security Equipment
- Haven Elementary - Security Equipment
- Heard Elementary - Security Equipment
- JG Smith Elementary - Security Equipment
- Garrison K-8 - Security Equipment
- Georgetown K-8 - Security Equipment
- Coastal Georgia Comprehensive Academy - Security Equipment
- Coastal Empire Montessori Elementary - Academic Technology Upgrade
- Savannah Classical Academy K-8 - Academic Technology Upgrade
- Oatland Island Education Center - Academic Technology Upgrade
- Tybee Maritime - Academic Technology Upgrade

- We read the revenue projections provided by the management of Savannah-Chatham County Public School System for reasonableness and to ensure that the projections were reviewed on a timely basis and adjusted when deemed necessary.

- During 2014, the Board approved two amendments to increase budgeted revenues by $6,272,104 (an increase of $13,103,558 from other sources and a decrease of $6,831,454 in sales tax revenues). Revenues of ESPLOST funds for fiscal year June 30, 2014 were $99,744 more than amended budgeted sales tax revenues. For fiscal year ended June 30, 2015, $60,849,628 was budgeted; and for the six-month period ending December 31, 2014, $33,130,216 had been recorded on the general ledger. Revenues are budgeted by fiscal year ended June 30th and not by calendar year.