



**an equal opportunity
employer**

Ladies and Gentlemen:

The Board of Public Education
208 Bull Street, Savannah, Georgia, 31401 912-201-5600

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Ethics Hotline Monitoring Service (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 **02:00:00 PM, April 8, 2014** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #14-73

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 **Ethics Hotline Monitoring Service (Annual Contract)** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

Offerors shall guarantee delivery of supplies and services in accordance with such delivery schedule as may be provided in the specifications.

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

All invoices should be mailed to:

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

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

D. General Specifications/Scope of Work

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F Submittal of Objections

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

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

G. RFP Interpretations/Addenda

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

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

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **05:00:00 PM on March 25, 2014**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on March 28, 2014**.

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

H. Failure to Respond

If a proposal is not to be submitted but the offeror wishes to remain on the Board's list of offerors, the offeror should complete and return the Certification LMWBE Information document found in this packet marked "No Response".

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

Q. “Responsive” Offeror Criteria

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

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

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

T. Compliance with Specification/Terms and Conditions

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

U. Award of Contract

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

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

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

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

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

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

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

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **Ethics Hotline Monitoring Service (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 the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

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

* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Proposal Opening date and time. Whether sent by mail or by means of personal delivery, the offeror assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. Late proposals will be returned unopened to the offeror.

* Proposals submitted by facsimile transmission will not be accepted.

* Considered an irrevocable offer for a period of sixty (60) days from the date of public proposal opening.

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

Offerors shall provide **two (2) copy(s)** of submitted proposal proposals containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **14-73** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

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

OR

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

B. Samples/Demonstrations

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

C. Warranty

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **one (1) year** from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.

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

RFP #14-73

The undersigned offeror certifies that he/she has carefully read the preceding list of instructions to offerors and all other data applicable hereto and made a part of this Request for Proposal; and further certifies that the proposal submitted is in accordance with all documents contained in this request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

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

This _____ day of _____, 20 _____. By _____
Name (printed)

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

Federal Taxpayer I.D. No. e-Verify No.

Contact Person for This Bid Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

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



Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: _____ RFP #

Please check ownership status as applicable:

___ Local ___ Woman

___ African American ___ Hispanic

___ Majority ___ Non-Local

Name, Title Authorized Signature Date

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

Expires: _____ Notary Public; My Commission

HOW DID YOU HEAR ABOUT THIS RFP?

(This information is for statistical use only.)

___ City of Savannah, Department of Economic Development ___ The Herald Legal Ad

___ Received Request for Qualifications by Mail ___ Savannah News Press Legal Ad

___ The Savannah Tribune Legal Ad ___ Visiting the Purchasing Office

___ Other

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

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

Signature

State of _____

County of _____

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

PROPOSER SUBMITTAL FORM

RFP #14-73

ATTACHMENT "A"

SPECIFICATIONS

RFP #14-73

Ethics Hotline Monitoring Service (Annual Contract)

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

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

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

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

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

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

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

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

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

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

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM. LMWBE FORM 4 BID #14-73

ATTACHMENT "C"
COST/FEE PROPOSAL FORM

RFP 14-73

ETHICS HOTLINE MONITORING SERVICE
(ANNUAL CONTRACT)

Total annual cost for the Ethics Hotline Monitoring Service

Year 1 (July 1, 2014 – June 30, 2015)	\$ _____
Year 2 (July 1, 2015 – June 30, 2016)	\$ _____
Year 3 (July 1, 2016 – June 30, 2017)	\$ _____
Year 4 (July 1, 2017 – June 30, 2018)	\$ _____

Any costs associated with marketing the HotLine shall be clearly stated in the cost proposal.

Work on this project can begin within _____ days after receipt of a purchase order.

On a separate sheet, itemize the additional services your company has the ability to provide.

Training will be performed within _____ days after notification.

Payment Terms: _____

Email Address: _____

Company: _____

Contact Name: _____ Phone#: _____

Title: _____

Signature: _____

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as “The District”) is soliciting sealed proposals for **ETHICS HOTLINE MONITORING SERVICE** as specified in this Request for Proposal (**RFP**) **14-73**. The successful Offeror (hereinafter referred to as “the Offeror”) shall meet the terms and conditions set forth in this document and all attachments.

I. 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. Introduction

The District is requesting proposals for an **Ethics Hotline Monitoring Service**. The objective of this RFP is to identify the firm that can offer the highest quality service at the lowest cost to the taxpayer. This objective is similar to all other goods and services placed on a competitive approach by the District.

C. Contract Period

The initial period is the District’s fiscal year from July 1, 2014 through June 30, 2015. It is the District’s intention to continue with the selected firm for a period of approximately four (4) years, including the initial period. A separate contract will be entered into for each monitoring period at least 90 days prior to the end of the monitoring period. Fees for each period will be consistent with fees stated in response to Section III., C. of the RFP.

D. Proposal Calendar

See Attachment “B” for Calendar of Proposal Activities. This is a proposed calendar of events and subject to changes. Any changes to the Proposal Calendar prior to the closing date and time will be communicated in the form of an addendum to all offerors of record. Changes in the Proposal Calendar after the closing date and time will be communicated, in writing, to all offerors who submitted a proposal to the District.

E. Criteria for Evaluation and Selection

After a review of the Mandatory Qualification Form (Attachment “E”), the selection process will be performed in two steps. The first step will be in the evaluation of the Technical Proposal developed by each firm in response to this RFP in the form specified in Section AD. The criteria for evaluating the technical qualifications are outlined in Attachment “D”. Fee information is not required as part of the Technical Proposal and should be submitted with the Technical Proposal in a separate sealed envelope clearly identified as “Cost Proposal - RFP 14-73 Ethics Hotline Monitoring Service.”

Fee Proposals will be the second step of the selection procedure. Fee Proposals will be evaluated only from those firms which achieved an acceptable score on their Technical Proposal. Details on the contents of the Fee Proposals and the final scoring of the two steps are given in Attachments “C” & “D”.

All technical requirements, unless otherwise specified, must be met, or be capable of being met, by the Offeror or such proposal will be disqualified on the basis of non-responsiveness. Offeror whose proposals are not accepted will be promptly notified that they are no longer being considered.

II. Instructions to Offerors

A. Proposal Preparation and Submittal

All proposals shall be:

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

Submitted in the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

Submitted in proposal format as described in this RFP and in accordance with instructions stated in Section III Proposal Format and the Scope of Services Attachment "A."

Mailed or delivered in sufficient time to ensure receipt by the Purchasing Department 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 cover letter of this RFP. Late proposals will not be considered and will be returned unopened to the Offeror.

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 the original proposal (unbound) and five (5) copies of submitted proposals containing all pertinent documentation. Offerors must also submit one reproducible CD-ROM of the proposal. The District assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

B. Submittal of Objections

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

C. *Failure to Submit a Proposal*

If a proposal is not to be submitted but the Offeror wishes to remain on the District's list of Offerors, the Offeror should return this RFP document including a written explanation.

D. *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. Only the names of the Respondents/Offerors will be publicly read. Proposals and modifications shall be shown only to District personnel and Audit Committee members having a legitimate interest. Only after award of the contract shall proposals be open to public inspection.

E. *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.

F. *Standards of Acceptance of Proposal for Contract Award*

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

G. *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 District and the Offeror. Any such requirement specifically set forth in any contract document between the Offeror and the District shall be supplementary to this section and not in substitution thereof.

H. *Minority/Women-Owned Business Development Program*

The District seeks to increase its utilization of minority and women-owned businesses in the goods and services sector. All minority and women-owned firms are strongly encouraged to submit proposals on the services requested as part of this RFP.

All Offerors should include with their proposals a detailed description of the firm's own minority participation program and Equal Opportunity Employment plan for employees.

I. *Joint Venture Proposal*

Minority/female and majority-owned firms may combine efforts as a joint venture in response to this RFP. A joint venture is defined as an association of two or more firms acting as a single contractor to provide services. If submitting a proposal as a joint venture, submittals must also include:

1. A description of the sharing of the right to control the ownership and management of the joint venture;

2. Definition of the actual participation of the joint venture partners in the performance of the contract; and
3. A description of the methods by which disputes within the joint venture are resolved.

All other submittals stipulated in this RFP must be included to be considered responsive. Each partner will be responsible for providing the necessary information requested.

J. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn: Sabrina L. Scales
208 Bull Street, Room 213
Savannah, GA 31401
Fax #: (912) 201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copies of such addenda shall be mailed or faxed to each Offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, 5:00 PM on **March 25, 2014**. The District shall not be responsible for any other explanation of questions submitted after this date. The District shall mail, fax, or contact vendor for pickup of any addenda prior to the close of business on **March 28, 2014**. **No questions will be answered by email or telephone.**

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

K. Public Information

It is the policy of the District 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 District from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

L. Indemnity Provisions

The firm agrees to indemnify, defend and hold harmless the government entity, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Offeror/any services of any kind or nature furnished by the auditor, provided that such liability is not attributable to the sole negligence of any government entity employee or to failure of government entity employees to use the materials, goods, or equipment in the manner described by the auditor on the materials, goods, or equipment delivered.

Where the 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 District property and shall indemnify and hold harmless the District, its officers, employees, agents and volunteers from any liability arising therefrom.

M. Cancellation 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 District shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor at least sixty (60) days before that termination date.

N. 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 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.

O. Award of Contract

The contract, if awarded, will be awarded to that responsible Offeror whose proposal will be most advantageous to and in the best interest of the District as defined in Section I. E. Failure to enter into a subsequent contract within 30 days from the District approval will render the proposal/response/offer invalid. Moreover, the District may award the contract to the next most qualified Offeror if the selected Offeror is unwilling or unable to execute a contract within thirty days after the award of the proposal.

At its option, the District may take either of the following actions in order to form an agreement between the District 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 District and the selected Offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for Annual Ethics Hotline Monitoring Service," which represents a contractual obligation and will be executed by both the District and the selected Offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

P. 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 District has the right to require any or all Offerors to submit documentation of the ability to perform, provide, or carry out the service requested.

Q. Proposal Discussion with Individual Offerors

Discussion may be held with Offerors submitting proposals acceptable or potentially acceptable. The purposes of the discussion are to:

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

R. Proposal Clarification

The District reserves the right to request clarification of information submitted and to request additional information from any and all Offerors.

S. Compliance with Specification/Terms and Conditions

The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Offerors, Scope of Services, Special Conditions, Vendor's Proposal, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.

T. 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 District. In case of a default on the part of the Offeror after such acceptance, the District may take such action as it deems appropriate, including legal action for damages or lack of required performance.

U. Notice of Award

The successful contractor shall not commence services under this Request for Proposal or any amendment hereafter until a written Notice of Award is issued by the District or a Memorandum of Agreement is executed by the District and the selected vendor. If the successful Offeror does commence any work or provide any services prior to receiving official notification, he/she does so at his/her own risk.

V. Ethics in Public Contracting

By submitting their proposals, all firms 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 firm, 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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value

was exchanged. Firms 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. Firms 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.

W. *Debarment Status*

By submitting their proposals, all Offerors 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.

X. *Assignment of Contract*

A contract shall not be assignable by the Offeror in whole or in part without the written consent of the District.

Y. *Default*

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the District, after due notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have.

Z. *Contract Limitations*

During the contract period, the Offeror agrees not to submit proposals on or perform any accounting, consulting, compilation and review, or any other services outside the scope of this contract for the District without the prior written approval of the District.

AA. *Subcontracts*

No portion of the work shall be subcontracted without prior written consent of the District. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the District the names, qualifications and experience of their proposed subcontractors. The firm shall, however, remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

AB. *Worker's Compensation*

The firm shall be required at all times during the term of this agreement to subscribe and comply with the Workers' Compensation laws of the State of Georgia and to save harmless the District from any and all liability from or under said act.

AC. *Social Security/Employment Taxes*

The firm 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 firm on work performed under the terms of this agreement.

The firm 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 firm shall indemnify and save harmless the government entity from any contributions, taxes, or liability referred to in this article.

AD. Proposal Format

A. General

1. 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 scope of services must be noted and fully explained. Unauthorized modifications of the proposal scope of services, forms or terms may render a proposal non-responsive.
2. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the RFP are not desired. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, and specialized binding are neither necessary nor required. Exhibit forms may be retyped as long as they are in the same format as that provided in this Request for Proposal.
3. In the event the Offeror is able to provide services above and beyond the stated requirements of this proposal, these services should be identified and included in the proposal response.
4. Respond to all requests for information as stated in the Scope of Services and requested for each exhibit.
5. Complete the attached proposal Certificate Form (Attachment "E"). Include a contact person for this proposal with a phone number where that person may be reached. Include this form in your proposal response.
6. 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.
7. Complete the M/FBE Information Form with pertinent information for minority/female/majority designation.
8. Complete the "Where Did You Hear About This Proposal" section. This information is for statistical use only.
9. Complete all pertinent documents within Attachments "C" and "E."
10. One **unbound** original and **five** (5) copies of the Technical and Fee Proposals and one reproducible CD-ROM of the proposal should be mailed to the Purchasing Department, Room 213, 208 Bull Street, Savannah, Georgia 31401, (or if hand delivered, to the same address), so that it is received by 2:00 p.m. on April 8, 2014 or before. The Technical Proposal should be clearly identified as

RFP 14-73 Ethics Hotline Monitoring Service Technical Proposal. The Fee Proposal should be in a sealed envelope and clearly identified as Cost Proposal – RFP 14-73 Ethics Hotline Monitoring Service.

B. Technical Proposal

The Technical Proposal should be organized as follows:

1. Title Page

Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. Letter of Transmittal

Limit to one or two pages.

- a) Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform work within the time period.
- b) Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.
- c) State that the person signing the letter will be authorized to bind the proposer.

4. Profile of the Proposer

- a) Give the location of the office from which the work is to be done.
- b) Describe the range of activities performed by the office, such as ethics hotline monitoring, compliance/risk assessment, etc.
- c) Provide a list of the office's current and prior monitoring clients indicating the type(s) of services performed and the number of years served for each.
- d) Describe the firm's experience in providing the services described herein, including relevant knowledge of and experience in applying applicable federal and state regulations.
- e) Provide names and telephone numbers of current and prior clients who can be contacted as references.

5. Summary of the Proposer's Qualifications

State the qualifications, including experience and relevant education, of the typical individuals who will be assigned to this engagement.

6. Additional Data

Since the preceding sections are to contain only data that is specifically requested, any additional information considered essential to the proposal should be included in this section and should be separately bound. The Proposer's general information publication, such as directories or client lists, should not be included unless specifically requested. If there is no additional information to present, state "There is no additional information we wish to present."

C. *Fee Proposal*

The Fee Proposal shall be submitted in a separate sealed envelope clearly marked to identify it as the Fee Proposal.

Fee Proposals shall be made using the Fee Proposal Form which is included in this RFP package (Attachment C).

Proposers

If there is reason to believe that an unreasonably low proposal has been made, it will be rejected.

**ATTACHMENT “A”
SCOPE OF SERVICES
RFP #14-73
ETHICS HOTLINE MONITORING SERVICE**

I. GENERAL INFORMATION

A. ENTITY

The Board of Education is the official governing body of the school district, which includes all the public schools in Chatham County including all schools located in the City. The educational facilities include 24 elementary schools, 8 middle schools, 7 K-8 schools, 10 high schools, and 6 alternative education centers.

The Board of Education is composed of nine members: eight are elected on a district-by-district basis and the President is elected on a County-wide basis. Members serve four-year staggered terms. The Superintendent is appointed by The Board of Education for a term that is determined by them. As the Chief Executive Officer, the Superintendent has general supervisory and administrative responsibility for all District departments and personnel.

The District’s Internal Audit Department is responsible for investigating and resolving all Ethics Hotline reports. The department employs four professional staff members, who report directly to the President of the Board of Education.

B. SCOPE AND OBJECTIVES

The engagement will consist of monitoring the District’s Ethics HotLine and reporting all communications to the designated District staff member(s). The Ethics HotLine is a simple, confidential way to report any work-related incidents that may cause or contribute to losses or problems. It is a risk-free resource to help make our workplace a safer, more secure environment.

The HotLine is available to all employees. It is also posted on the District’s public website for use by students, parents, and other community members. The HotLine phone number is available on our public website, on our intranet, on posters at each school site, and on wallet cards given to staff at orientation. All school staff receive annual ethics training. The District anticipates that all reports will be made in English; however, occasional reports may be made in Spanish.

C. REPORTS REQUIRED AND DUE DATES

The successful offeror will be required to provide the District with call statistics. Statistics shall be available by date and source of call. Call statistics may be requested on annual, monthly, or any other time period as deemed necessary by District staff.

Offerors shall provide details of the type of reports available.

D. MEETINGS AND TIMING

Attachment “B” includes a calendar of events for the award of the contract and the actual monitoring service for the initial period.

E. *BASIS OF AWARD*

The District intends to award a contract for Ethics Hotline Monitoring Services as a result of this request for proposal. The firm scoring the highest number of points based on the established criteria and meeting and exceeding the stipulated requirements will be recommended for award. The award will be made as outlined in the evaluation criteria including price and other factors in the proposal submitted. The District reserves the right to waive any technical or formal errors or omissions of the District and to reject any and all proposals, or to award contract (s) for a ethics hotline monitoring service in the best interest of the District.

F. *OFFERORS QUALIFICATIONS*

The District will only consider firms that have been engaged in the business of performing the services as described in these specifications. The offeror must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and to ensure that they can satisfactorily execute the services if awarded a contract.

The District reserves the right, before awarding the contract, to require an offeror to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including but not limited to, the financial, technical and other qualifications and abilities of the offeror, including past performance and experience with the District) in making the award in the best interest of the District. Offerors must be engaged full time in the supply or services rendered that are particular to this Request for Proposal.

G. *PERFORMANCE PERIOD*

If awarded, this proposal will establish a contract to be put in place and remain open for a one (1) year period beginning with contract award. The "Board" reserves the right to renew this contract for three (3) additional years provided all prices, terms, and conditions remain unchanged and both parties agree to renew the contract. Any renewal will be based on satisfactory performance by the offeror during the previous year as to cost and service provided. Cost submitted on the cost submittal form shall be firm during the contract period.

H. *NEGOTIATIONS*

Negotiations may be conducted by the District, in its best interest, best and final offer requirements may also be part of the negotiation process or award may be made based on the results of the original offers. Negotiations may include, but are not limited to:

- Price of the items or services so specified in the offer
- Delivery time after receipt of order, or time of completion of the project
- Determining whether the Offeror has the financial capabilities, facilities, personnel and equipment necessary to provide required items or services.

I. *QUALITY OF SERVICE*

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

The successful offeror shall allow the District, thirty (30) days after installation to report defects. The successful vendor must make all necessary repairs within the thirty (30) day specified period of time. If, in the opinion of the District or designee, repair services become unsatisfactory, SCCPSS shall notify the successful offeror of the cancellation of the agreement for default.

J. DISCONTINUATION OF AVAILABILITY

In the event any equipment/software listed herein becomes obsolete or is discontinued, the successful offeror shall notify SCCPSS and advise of an equivalent replacement within 10 days of notice from manufacturer. If during the term of contract, pricing is reduced by the manufacturer of the awarded equipment, the successful offeror shall provide written notification to SCCPSS within 10 days of manufacturers' price reduction. Any price reductions shall be passed along to the district. Failure to notify the district of discontinued equipment or price reductions may result in termination of the contract.

K. GUARANTEES AND WARRANTIES

All guarantees and warranties should be stated in writing and submitted as part of the request for proposal. The offeror shall warrant that the system will meet the reliability and performance requirements set forth in the RFP and will continue to do so as the system remains under offeror maintenance.

The Offeror shall guarantee the services/products to be free of defects of material and/or workmanship for a period of at least 12 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults, develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

If, within the warranty period any defects occur which are due to faulty material and/or services, the offeror at his expense, shall repair or adjust conditions, or replace the material and/or services to the complete satisfaction of the SCCPSS. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of the district's libraries.

L. UPDATES/TECHNICAL SUPPORT

All updates and technical support for software shall be free of charge for license durations. All updates shall be provided immediately to the District.

M. RFP ACCEPTANCE PERIOD

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

N. TRANSITION PERIOD

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

O. AMBIGUITY, CONFLICT, OR OTHERS ERRORS IN RFP

If an Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an amendment and shall be given by written notice to all parties who have received this RFP from the Savannah-Chatham Public School System's Purchasing Department. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the offeror(s).

P. INQUIRIES

Interested PROPOSERS may contact the DISTRICT to get clarification of the proposal. All questions shall be directed to Sabrina L. Scales, Purchasing Director, in writing, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the proposal in addition to that contained in the written document. Interpretations of the proposal or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum to all PROPOSERS who requested the RFP. **No questions will be answered by email or telephone.**

Q. INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required hereunder. 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 OGG 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (limits

may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.

4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

R. *INDEMNITY/HOLD HARMLESS*

Successful offeror shall, at all times, fully indemnify, hold harmless, and defend SCCPSS and its officers, members, agents, and employees from an against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Offeror and its employees, or because of any act or omission, neglect or misconduct of the Offeror, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting SCCPSS, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

Successful offeror shall likewise be liable for the cost, fees and expenses incurred in SCCPSS' or the offerors defense of any such claims, actions, or suits.

Successful offeror shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

S. *TERMINATION FOR CONVENIENCE*

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

T. E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Offerors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

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

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

ATTACHMENT “B”
CALENDAR OF ACTIVITIES

<u>Activity</u>	<u>Date</u>
Issue Request for Proposal	March 13, 2014
Deadline for Written Questions	March 25, 2014
Responses to Written Questions Issued by Addendum	March 28, 2014, 5:00 p.m.
Technical/Fee Proposals Due at Purchasing	April 8, 2014, 2:00 p.m.
Final Recommendation from Evaluation Committee	May 14, 2014
Contract awarded pending Board Approval	June 4, 2014

ATTACHMENT "C"
COST/FEE PROPOSAL FORM

RFP 14-73

ETHICS HOTLINE MONITORING SERVICE
(ANNUAL CONTRACT)

Total annual cost for the Ethics Hotline Monitoring Service

Year 1 (July 1, 2014 – June 30, 2015)	\$ _____
Year 2 (July 1, 2015 – June 30, 2016)	\$ _____
Year 3 (July 1, 2016 – June 30, 2017)	\$ _____
Year 4 (July 1, 2017 – June 30, 2018)	\$ _____

Any costs associated with marketing the HotLine shall be clearly stated in the cost proposal.

Work on this project can begin within _____ days after receipt of a purchase order.

On a separate sheet, itemize the additional services your company has the ability to provide.

Training will be performed within _____ days after notification.

Payment Terms: _____

Email Address: _____

Company: _____

Contact Name: _____ Phone#: _____

Title: _____

Signature: _____

ATTACHMENT “D”

RFP 14-73

ETHICS HOTLINE MONITORING SERVICE SELECTION EVALUATION

I. MANDATORY CRITERIA

Offerors will not be considered unless they meet each of the Criteria in Section I.

<p>1. <u>Cost</u> Cost-effective solution that meets the goals and expectations listed. Cost should be broken down for four (4) annual periods, including any costs associated with marketing materials, i.e. use of a brand or logo.</p>	<p align="center">40</p>
<p>2. <u>Training/Deployment Plan</u> Offeror's training/deployment plan must include training on the basic use of the offeror’s proposed monitoring services. To include instructions on service and support to district staff.</p>	<p align="center">10</p>
<p>3. <u>Firm Experience and Certifications</u> Offeror must provide a detailed description of your company including history, employees with certifications, locations and previous experience with similar projects in size and scope for K-12 institutions.</p>	<p align="center">15</p>
<p>4. <u>Functionality</u> Offeror’s proposed solution must:</p> <ul style="list-style-type: none"> ○ provide full functional and technical services right “out the box” ○ must provide a reporting system capable of maintaining secured and confidential reporting of workplace concerns ○ provide for updates and enhancements ○ provide unlimited 24/7 telephone helpdesk support 	<p align="center">25</p>
<p>5. <u>References</u> Offerors must provide a minimum of three (3) references from the K12 sector where comparable solution was implemented. References <u>must</u> include the company's name, contact person, telephone number and fax number).</p>	<p align="center">10</p>
<p align="center">Total Points Allowed</p>	<p align="center">100</p>

ATTACHMENT “E”

**PROPOSAL CERTIFICATE FORM
RFP 14-73 Ethics Hotline Monitoring Service**

TO THE

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

The undersigned Offeror certifies that he/she has carefully read the preceding list of instructions to Offerors and all other data applicable hereto and made a part of this Request for Proposal; and further certifies that the Proposal submitted is in accordance with all documents contained in this Request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

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

This _____ day of _____ 20_____. By _____
Name (printed)

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

Federal Taxpayer I.D. No.

Local and/or Minority/Woman Business Enterprise Development Information

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

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

In the award of “competitive sealed bids,” this information will be used for statistical purposes only and will not be a factor in the bid award. In the award of “competitive sealed proposals,” minority/woman participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as “The District”) is soliciting sealed proposals for **ETHICS HOTLINE MONITORING SERVICE** as specified in this Request for Proposal (**RFP**) **14-73**. The successful Offeror (hereinafter referred to as “the Offeror”) shall meet the terms and conditions set forth in this document and all attachments.

I. 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. Introduction

The District is requesting proposals for an **Ethics Hotline Monitoring Service**. The objective of this RFP is to identify the firm that can offer the highest quality service at the lowest cost to the taxpayer. This objective is similar to all other goods and services placed on a competitive approach by the District.

C. Contract Period

The initial period is the District’s fiscal year from July 1, 2014 through June 30, 2015. It is the District’s intention to continue with the selected firm for a period of approximately four (4) years, including the initial period. A separate contract will be entered into for each monitoring period at least 90 days prior to the end of the monitoring period. Fees for each period will be consistent with fees stated in response to Section III., C. of the RFP.

D. Proposal Calendar

See Attachment “B” for Calendar of Proposal Activities. This is a proposed calendar of events and subject to changes. Any changes to the Proposal Calendar prior to the closing date and time will be communicated in the form of an addendum to all offerors of record. Changes in the Proposal Calendar after the closing date and time will be communicated, in writing, to all offerors who submitted a proposal to the District.

E. Criteria for Evaluation and Selection

After a review of the Mandatory Qualification Form (Attachment “E”), the selection process will be performed in two steps. The first step will be in the evaluation of the Technical Proposal developed by each firm in response to this RFP in the form specified in Section AD. The criteria for evaluating the technical qualifications are outlined in Attachment “D”. Fee information is not required as part of the Technical Proposal and should be submitted with the Technical Proposal in a separate sealed envelope clearly identified as “Cost Proposal - RFP 14-73 Ethics Hotline Monitoring Service.”

Fee Proposals will be the second step of the selection procedure. Fee Proposals will be evaluated only from those firms which achieved an acceptable score on their Technical Proposal. Details on the contents of the Fee Proposals and the final scoring of the two steps are given in Attachments “C” & “D”.

All technical requirements, unless otherwise specified, must be met, or be capable of being met, by the Offeror or such proposal will be disqualified on the basis of non-responsiveness. Offeror whose proposals are not accepted will be promptly notified that they are no longer being considered.

II. Instructions to Offerors

A. Proposal Preparation and Submittal

All proposals shall be:

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

Submitted in the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

Submitted in proposal format as described in this RFP and in accordance with instructions stated in Section III Proposal Format and the Scope of Services Attachment "A."

Mailed or delivered in sufficient time to ensure receipt by the Purchasing Department 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 cover letter of this RFP. Late proposals will not be considered and will be returned unopened to the Offeror.

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 the original proposal (unbound) and five (5) copies of submitted proposals containing all pertinent documentation. Offerors must also submit one reproducible CD-ROM of the proposal. The District assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

B. Submittal of Objections

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

C. *Failure to Submit a Proposal*

If a proposal is not to be submitted but the Offeror wishes to remain on the District's list of Offerors, the Offeror should return this RFP document including a written explanation.

D. *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. Only the names of the Respondents/Offerors will be publicly read. Proposals and modifications shall be shown only to District personnel and Audit Committee members having a legitimate interest. Only after award of the contract shall proposals be open to public inspection.

E. *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.

F. *Standards of Acceptance of Proposal for Contract Award*

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

G. *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 District and the Offeror. Any such requirement specifically set forth in any contract document between the Offeror and the District shall be supplementary to this section and not in substitution thereof.

H. *Minority/Women-Owned Business Development Program*

The District seeks to increase its utilization of minority and women-owned businesses in the goods and services sector. All minority and women-owned firms are strongly encouraged to submit proposals on the services requested as part of this RFP.

All Offerors should include with their proposals a detailed description of the firm's own minority participation program and Equal Opportunity Employment plan for employees.

I. *Joint Venture Proposal*

Minority/female and majority-owned firms may combine efforts as a joint venture in response to this RFP. A joint venture is defined as an association of two or more firms acting as a single contractor to provide services. If submitting a proposal as a joint venture, submittals must also include:

1. A description of the sharing of the right to control the ownership and management of the joint venture;

2. Definition of the actual participation of the joint venture partners in the performance of the contract; and
3. A description of the methods by which disputes within the joint venture are resolved.

All other submittals stipulated in this RFP must be included to be considered responsive. Each partner will be responsible for providing the necessary information requested.

J. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn: Sabrina L. Scales
208 Bull Street, Room 213
Savannah, GA 31401
Fax #: (912) 201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copies of such addenda shall be mailed or faxed to each Offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, 5:00 PM on **March 25, 2014**. The District shall not be responsible for any other explanation of questions submitted after this date. The District shall mail, fax, or contact vendor for pickup of any addenda prior to the close of business on **March 28, 2014**. **No questions will be answered by email or telephone.**

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

K. Public Information

It is the policy of the District 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 District from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

L. Indemnity Provisions

The firm agrees to indemnify, defend and hold harmless the government entity, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Offeror/any services of any kind or nature furnished by the auditor, provided that such liability is not attributable to the sole negligence of any government entity employee or to failure of government entity employees to use the materials, goods, or equipment in the manner described by the auditor on the materials, goods, or equipment delivered.

Where the 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 District property and shall indemnify and hold harmless the District, its officers, employees, agents and volunteers from any liability arising therefrom.

M. Cancellation 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 District shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor at least sixty (60) days before that termination date.

N. 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 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.

O. Award of Contract

The contract, if awarded, will be awarded to that responsible Offeror whose proposal will be most advantageous to and in the best interest of the District as defined in Section I. E. Failure to enter into a subsequent contract within 30 days from the District approval will render the proposal/response/offer invalid. Moreover, the District may award the contract to the next most qualified Offeror if the selected Offeror is unwilling or unable to execute a contract within thirty days after the award of the proposal.

At its option, the District may take either of the following actions in order to form an agreement between the District 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 District and the selected Offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for Annual Ethics Hotline Monitoring Service," which represents a contractual obligation and will be executed by both the District and the selected Offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

P. 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 District has the right to require any or all Offerors to submit documentation of the ability to perform, provide, or carry out the service requested.

Q. Proposal Discussion with Individual Offerors

Discussion may be held with Offerors submitting proposals acceptable or potentially acceptable. The purposes of the discussion are to:

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

R. Proposal Clarification

The District reserves the right to request clarification of information submitted and to request additional information from any and all Offerors.

S. Compliance with Specification/Terms and Conditions

The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Offerors, Scope of Services, Special Conditions, Vendor's Proposal, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.

T. 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 District. In case of a default on the part of the Offeror after such acceptance, the District may take such action as it deems appropriate, including legal action for damages or lack of required performance.

U. Notice of Award

The successful contractor shall not commence services under this Request for Proposal or any amendment hereafter until a written Notice of Award is issued by the District or a Memorandum of Agreement is executed by the District and the selected vendor. If the successful Offeror does commence any work or provide any services prior to receiving official notification, he/she does so at his/her own risk.

V. Ethics in Public Contracting

By submitting their proposals, all firms 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 firm, 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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value

was exchanged. Firms 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. Firms 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.

W. *Debarment Status*

By submitting their proposals, all Offerors 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.

X. *Assignment of Contract*

A contract shall not be assignable by the Offeror in whole or in part without the written consent of the District.

Y. *Default*

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the District, after due notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have.

Z. *Contract Limitations*

During the contract period, the Offeror agrees not to submit proposals on or perform any accounting, consulting, compilation and review, or any other services outside the scope of this contract for the District without the prior written approval of the District.

AA. *Subcontracts*

No portion of the work shall be subcontracted without prior written consent of the District. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the District the names, qualifications and experience of their proposed subcontractors. The firm shall, however, remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

AB. *Worker's Compensation*

The firm shall be required at all times during the term of this agreement to subscribe and comply with the Workers' Compensation laws of the State of Georgia and to save harmless the District from any and all liability from or under said act.

AC. *Social Security/Employment Taxes*

The firm 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 firm on work performed under the terms of this agreement.

The firm 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 firm shall indemnify and save harmless the government entity from any contributions, taxes, or liability referred to in this article.

AD. Proposal Format

A. General

1. 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 scope of services must be noted and fully explained. Unauthorized modifications of the proposal scope of services, forms or terms may render a proposal non-responsive.
2. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the RFP are not desired. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, and specialized binding are neither necessary nor required. Exhibit forms may be retyped as long as they are in the same format as that provided in this Request for Proposal.
3. In the event the Offeror is able to provide services above and beyond the stated requirements of this proposal, these services should be identified and included in the proposal response.
4. Respond to all requests for information as stated in the Scope of Services and requested for each exhibit.
5. Complete the attached proposal Certificate Form (Attachment "E"). Include a contact person for this proposal with a phone number where that person may be reached. Include this form in your proposal response.
6. 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.
7. Complete the M/FBE Information Form with pertinent information for minority/female/majority designation.
8. Complete the "Where Did You Hear About This Proposal" section. This information is for statistical use only.
9. Complete all pertinent documents within Attachments "C" and "E."
10. One **unbound** original and **five** (5) copies of the Technical and Fee Proposals and one reproducible CD-ROM of the proposal should be mailed to the Purchasing Department, Room 213, 208 Bull Street, Savannah, Georgia 31401, (or if hand delivered, to the same address), so that it is received by 2:00 p.m. on April 8, 2014 or before. The Technical Proposal should be clearly identified as

RFP 14-73 Ethics Hotline Monitoring Service Technical Proposal. The Fee Proposal should be in a sealed envelope and clearly identified as Cost Proposal – RFP 14-73 Ethics Hotline Monitoring Service.

B. Technical Proposal

The Technical Proposal should be organized as follows:

1. Title Page

Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. Letter of Transmittal

Limit to one or two pages.

a) Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform work within the time period.

b) Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

c) State that the person signing the letter will be authorized to bind the proposer.

4. Profile of the Proposer

a) Give the location of the office from which the work is to be done.

b) Describe the range of activities performed by the office, such as ethics hotline monitoring, compliance/risk assessment, etc.

c) Provide a list of the office's current and prior monitoring clients indicating the type(s) of services performed and the number of years served for each.

d) Describe the firm's experience in providing the services described herein, including relevant knowledge of and experience in applying applicable federal and state regulations.

e) Provide names and telephone numbers of current and prior clients who can be contacted as references.

5. Summary of the Proposer's Qualifications

State the qualifications, including experience and relevant education, of the typical individuals who will be assigned to this engagement.

6. Additional Data

Since the preceding sections are to contain only data that is specifically requested, any additional information considered essential to the proposal should be included in this section and should be separately bound. The Proposer's general information publication, such as directories or client lists, should not be included unless specifically requested. If there is no additional information to present, state "There is no additional information we wish to present."

C. *Fee Proposal*

The Fee Proposal shall be submitted in a separate sealed envelope clearly marked to identify it as the Fee Proposal.

Fee Proposals shall be made using the Fee Proposal Form which is included in this RFP package (Attachment C).

Proposers

If there is reason to believe that an unreasonably low proposal has been made, it will be rejected.

**ATTACHMENT “A”
SCOPE OF SERVICES
RFP #14-73
ETHICS HOTLINE MONITORING SERVICE**

I. GENERAL INFORMATION

A. ENTITY

The Board of Education is the official governing body of the school district, which includes all the public schools in Chatham County including all schools located in the City. The educational facilities include 24 elementary schools, 8 middle schools, 7 K-8 schools, 10 high schools, and 6 alternative education centers.

The Board of Education is composed of nine members: eight are elected on a district-by-district basis and the President is elected on a County-wide basis. Members serve four-year staggered terms. The Superintendent is appointed by The Board of Education for a term that is determined by them. As the Chief Executive Officer, the Superintendent has general supervisory and administrative responsibility for all District departments and personnel.

The District’s Internal Audit Department is responsible for investigating and resolving all Ethics Hotline reports. The department employs four professional staff members, who report directly to the President of the Board of Education.

B. SCOPE AND OBJECTIVES

The engagement will consist of monitoring the District’s Ethics HotLine and reporting all communications to the designated District staff member(s). The Ethics HotLine is a simple, confidential way to report any work-related incidents that may cause or contribute to losses or problems. It is a risk-free resource to help make our workplace a safer, more secure environment.

The HotLine is available to all employees. It is also posted on the District’s public website for use by students, parents, and other community members. The HotLine phone number is available on our public website, on our intranet, on posters at each school site, and on wallet cards given to staff at orientation. All school staff receive annual ethics training. The District anticipates that all reports will be made in English; however, occasional reports may be made in Spanish.

C. REPORTS REQUIRED AND DUE DATES

The successful offeror will be required to provide the District with call statistics. Statistics shall be available by date and source of call. Call statistics may be requested on annual, monthly, or any other time period as deemed necessary by District staff.

Offerors shall provide details of the type of reports available.

D. MEETINGS AND TIMING

Attachment “B” includes a calendar of events for the award of the contract and the actual monitoring service for the initial period.

E. *BASIS OF AWARD*

The District intends to award a contract for Ethics Hotline Monitoring Services as a result of this request for proposal. The firm scoring the highest number of points based on the established criteria and meeting and exceeding the stipulated requirements will be recommended for award. The award will be made as outlined in the evaluation criteria including price and other factors in the proposal submitted. The District reserves the right to waive any technical or formal errors or omissions of the District and to reject any and all proposals, or to award contract (s) for a ethics hotline monitoring service in the best interest of the District.

F. *OFFERORS QUALIFICATIONS*

The District will only consider firms that have been engaged in the business of performing the services as described in these specifications. The offeror must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and to ensure that they can satisfactorily execute the services if awarded a contract.

The District reserves the right, before awarding the contract, to require an offeror to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including but not limited to, the financial, technical and other qualifications and abilities of the offeror, including past performance and experience with the District) in making the award in the best interest of the District. Offerors must be engaged full time in the supply or services rendered that are particular to this Request for Proposal.

G. *PERFORMANCE PERIOD*

If awarded, this proposal will establish a contract to be put in place and remain open for a one (1) year period beginning with contract award. The "Board" reserves the right to renew this contract for three (3) additional years provided all prices, terms, and conditions remain unchanged and both parties agree to renew the contract. Any renewal will be based on satisfactory performance by the offeror during the previous year as to cost and service provided. Cost submitted on the cost submittal form shall be firm during the contract period.

H. *NEGOTIATIONS*

Negotiations may be conducted by the District, in its best interest, best and final offer requirements may also be part of the negotiation process or award may be made based on the results of the original offers. Negotiations may include, but are not limited to:

- Price of the items or services so specified in the offer
- Delivery time after receipt of order, or time of completion of the project
- Determining whether the Offeror has the financial capabilities, facilities, personnel and equipment necessary to provide required items or services.

I. *QUALITY OF SERVICE*

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

The successful offeror shall allow the District, thirty (30) days after installation to report defects. The successful vendor must make all necessary repairs within the thirty (30) day specified period of time. If, in the opinion of the District or designee, repair services become unsatisfactory, SCCPSS shall notify the successful offeror of the cancellation of the agreement for default.

J. DISCONTINUATION OF AVAILABILITY

In the event any equipment/software listed herein becomes obsolete or is discontinued, the successful offeror shall notify SCCPSS and advise of an equivalent replacement within 10 days of notice from manufacturer. If during the term of contract, pricing is reduced by the manufacturer of the awarded equipment, the successful offeror shall provide written notification to SCCPSS within 10 days of manufacturers' price reduction. Any price reductions shall be passed along to the district. Failure to notify the district of discontinued equipment or price reductions may result in termination of the contract.

K. GUARANTEES AND WARRANTIES

All guarantees and warranties should be stated in writing and submitted as part of the request for proposal. The offeror shall warrant that the system will meet the reliability and performance requirements set forth in the RFP and will continue to do so as the system remains under offeror maintenance.

The Offeror shall guarantee the services/products to be free of defects of material and/or workmanship for a period of at least 12 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults, develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

If, within the warranty period any defects occur which are due to faulty material and/or services, the offeror at his expense, shall repair or adjust conditions, or replace the material and/or services to the complete satisfaction of the SCCPSS. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of the district's libraries.

L. UPDATES/TECHNICAL SUPPORT

All updates and technical support for software shall be free of charge for license durations. All updates shall be provided immediately to the District.

M. RFP ACCEPTANCE PERIOD

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

N. TRANSITION PERIOD

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

O. AMBIGUITY, CONFLICT, OR OTHERS ERRORS IN RFP

If an Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an amendment and shall be given by written notice to all parties who have received this RFP from the Savannah-Chatham Public School System's Purchasing Department. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the offeror(s).

P. INQUIRIES

Interested PROPOSERS may contact the DISTRICT to get clarification of the proposal. All questions shall be directed to Sabrina L. Scales, Purchasing Director, in writing, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the proposal in addition to that contained in the written document. Interpretations of the proposal or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum to all PROPOSERS who requested the RFP. **No questions will be answered by email or telephone.**

Q. INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required hereunder. 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 OGG 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (limits

may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.

4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

R. *INDEMNITY/HOLD HARMLESS*

Successful offeror shall, at all times, fully indemnify, hold harmless, and defend SCCPSS and its officers, members, agents, and employees from an against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Offeror and its employees, or because of any act or omission, neglect or misconduct of the Offeror, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting SCCPSS, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

Successful offeror shall likewise be liable for the cost, fees and expenses incurred in SCCPSS' or the offerors defense of any such claims, actions, or suits.

Successful offeror shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

S. *TERMINATION FOR CONVENIENCE*

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

T. E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Offerors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

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

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

ATTACHMENT “B”
CALENDAR OF ACTIVITIES

<u>Activity</u>	<u>Date</u>
Issue Request for Proposal	March 13, 2014
Deadline for Written Questions	March 25, 2014
Responses to Written Questions Issued by Addendum	March 28, 2014, 5:00 p.m.
Technical/Fee Proposals Due at Purchasing	April 8, 2014, 2:00 p.m.
Final Recommendation from Evaluation Committee	May 14, 2014
Contract awarded pending Board Approval	June 4, 2014

ATTACHMENT "C"
COST/FEE PROPOSAL FORM

RFP 14-73

ETHICS HOTLINE MONITORING SERVICE
(ANNUAL CONTRACT)

Total annual cost for the Ethics Hotline Monitoring Service

Year 1 (July 1, 2014 – June 30, 2015)	\$ _____
Year 2 (July 1, 2015 – June 30, 2016)	\$ _____
Year 3 (July 1, 2016 – June 30, 2017)	\$ _____
Year 4 (July 1, 2017 – June 30, 2018)	\$ _____

Any costs associated with marketing the HotLine shall be clearly stated in the cost proposal.

Work on this project can begin within _____ days after receipt of a purchase order.

On a separate sheet, itemize the additional services your company has the ability to provide.

Training will be performed within _____ days after notification.

Payment Terms: _____

Email Address: _____

Company: _____

Contact Name: _____ Phone#: _____

Title: _____

Signature: _____

ATTACHMENT “D”

RFP 14-73

ETHICS HOTLINE MONITORING SERVICE SELECTION EVALUATION

I. MANDATORY CRITERIA

Offerors will not be considered unless they meet each of the Criteria in Section I.

<p>1. <u>Cost</u> Cost-effective solution that meets the goals and expectations listed. Cost should be broken down for four (4) annual periods, including any costs associated with marketing materials, i.e. use of a brand or logo.</p>	<p align="center">40</p>
<p>2. <u>Training/Deployment Plan</u> Offeror's training/deployment plan must include training on the basic use of the offeror’s proposed monitoring services. To include instructions on service and support to district staff.</p>	<p align="center">10</p>
<p>3. <u>Firm Experience and Certifications</u> Offeror must provide a detailed description of your company including history, employees with certifications, locations and previous experience with similar projects in size and scope for K-12 institutions.</p>	<p align="center">15</p>
<p>4. <u>Functionality</u> Offeror’s proposed solution must:</p> <ul style="list-style-type: none"> ○ provide full functional and technical services right “out the box” ○ must provide a reporting system capable of maintaining secured and confidential reporting of workplace concerns ○ provide for updates and enhancements ○ provide unlimited 24/7 telephone helpdesk support 	<p align="center">25</p>
<p>5. <u>References</u> Offerors must provide a minimum of three (3) references from the K12 sector where comparable solution was implemented. References <u>must</u> include the company's name, contact person, telephone number and fax number).</p>	<p align="center">10</p>
<p align="center">Total Points Allowed</p>	<p align="center">100</p>

ATTACHMENT “E”

**PROPOSAL CERTIFICATE FORM
RFP 14-73 Ethics Hotline Monitoring Service**

TO THE

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

The undersigned Offeror certifies that he/she has carefully read the preceding list of instructions to Offerors and all other data applicable hereto and made a part of this Request for Proposal; and further certifies that the Proposal submitted is in accordance with all documents contained in this Request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

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

This _____ day of _____ 20_____. By _____
Name (printed)

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

Federal Taxpayer I.D. No.

Local and/or Minority/Woman Business Enterprise Development Information

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

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

In the award of “competitive sealed bids,” this information will be used for statistical purposes only and will not be a factor in the bid award. In the award of “competitive sealed proposals,” minority/woman participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.