Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for Excess Worker’s Compensation Insurance - 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 4/12/2016 11:00:00 AM, at which time they will be publicly opened and a list of offerors registered. If offeror is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Offerors are to clearly mark the outside of your envelope with "No Response".

Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will not be accepted. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Late proposals received will be so noted in the bid file in order that the vendor’s name will not be removed from the subject commodity/service list. Late proposals will not be considered and will be returned unopened to the offeror.

All bidders are encouraged to attend a pre-proposal conference on Thursday, 03/24/2016 at 09:00 AM. The pre-proposal conference will be held at 208 Bull Street, Savannah, Georgia 31401 in Room 303.

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

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

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

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

Sincerely,

Sabrina Scales, CPPB
Purchasing Director

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

"AN EQUAL OPPORTUNITY EMPLOYER"
REQUEST FOR PROPOSAL #16-69

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 Excess Worker's Compensation Insurance - Annual Contract as specified in this Request for Proposal (RFP). The successful offeror(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

All invoices should be mailed to:

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

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

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F. Submittal of Objections

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

G. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education  
Attn.: Sabrina L. Scales, Purchasing Director  
208 Bull Street, Room 213  
Savannah, GA 31401  
Fax No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, Monday, March 28, 2016. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda before the seventy-two (72) hours prior to the date and time set for opening proposals.

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

H. Failure to Respond

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

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

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

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

Q. **"Responsive" Offeror Criteria**

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

R. **Qualification of Offeror**

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

S. **Proposal Discussion with Individual Offerors**

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

1. Promote understanding of the Board’s requirements and the offeror's proposals; and

2. Facilitate arriving at a contract most advantageous to the Board taking into consideration price and other evaluation factors set forth in the RFP.

T. **Compliance with Specification/Terms and Conditions**

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

U. **Award of Contract**

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

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

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

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

If proposals remained tied, then award will be made by means of a public coin flip performed by the Purchasing Agent and witnessed by one other Board employee 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 Excess Worker's Compensation Insurance - Annual Contract", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

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

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

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

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

Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing RFP #16-69 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

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

OR

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

B. Samples/Demonstrations

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

C. Warranty

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least twelve (12) months from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.
BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
CERTIFICATION FORM
RFP #16-69

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 __________________________

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

Local and/or Minority/Woman Business Enterprise Development Information

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

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

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

☐ City of Savannah, Dept. of Economic Development ☐ The Herald Legal Ad
☐ Received Request by Mail ☐ The Savannah Tribune Legal Ad
☐ Visiting the Purchasing Office ☐ Savannah News Press Legal Ad
☐ Other: __________________________

______________________________ / __________________________
Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____________________, DAY OF ____________________, 20 __________

______________________________ Notary Public; My Commission Expires: __________________________

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

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

☐ Specifications- Restrictive, too “tight”, unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*

☐ Manufacturing- Unique item, production time for model has expired, etc.

☐ Bid Time- Insufficient time to properly respond to bid or proposal.

☐ Delivery Time- Specified delivery time cannot be met.

☐ Payment - Payment terms unacceptable. *(Please be specific)*

☐ Bonding - We are unable to meet bonding requirements.

☐ Insurance - We are unable to meet insurance requirements.

☐ Removal - Remove our firm from your bidders list for the particular commodity or service.

☐ Keep - Please keep our company on your bidders list for future reference.

☐ Project is: _______/ Too Large _______/ Too Small _______/ Site or Location Is Too Distant

☐ Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*

VENDOR STATEMENT:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

☐ Prime Contractor ☐ Sub-Contractor ☐ Supplier/Distributor

Bid/RFP Number: __________________________ Title: __________________________

________________________________________________________________________

Signature/Title

________________________________________________________________________

Company Name

________________________________________________________________________

Telephone Number

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

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

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

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

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

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

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

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

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

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

 Federal Work Authorization User Identification Number

 Date of Authorization

 Name of Contractor Name of Project

 Name of Public Employer

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

 __________________________________________, 201________

 Date

 in __________________________________________, and __________________________________________,

 City State

 Signature of Authorized Officer or Agent

 Printed Name and Title of Authorized Officer or Agent

 SUBSCRIBED AND SWORN BEFORE ME ON

 THIS THE ___________ DAY OF _________________, 201______

 ____________________________

 NOTARY REPUBLIC

 __________________________________________

 My Commission Expires

 FORM 4
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ____________, 20________

Date

_________________________, and ______________________

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE ___________ DAY OF ____________________, 20________

______________________

NOTARY REPUBLIC

My Commission Expires

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____________________________, 201___.

Date

in _____________________________, and _____________________________,

City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE ___________ DAY OF __________________, 201___.

______________________________

NOTARY REPUBLIC

______________________________

My Commission Expires

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

FORM 6
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

5. List any contracts not completed on time.

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

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

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

I, ____________________________________________, of ____________________________________________,

Name of Individual Title & Authority Company Name

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

________________________________________
Signature

State of ________________________________ County of ________________________________

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

FORM 7
PROPOSER SUBMITTAL FORM
RFP# 16-69

Please Note: Attachment “A” supersedes any information stated in the General Terms and Conditions of this solicitation document.

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

Step 1 (Total Possible Points 65) – Submission of Technical Proposals, Evaluation of Service Providers, Interviews/Presentations (if requested by the selection committee), establishment of “Short List” of finalist firms, and,

Step 2 (Total Possible Points 35) Submission of Sealed Fee Proposals and “Best and Final Offers” from the Finalist Firms only.

All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a Technical Evaluation Review Committee. The District will not consider proposals from any firm that lacks accreditation or authorization to provide the services requested or who fails to meet the minimum qualification requirements. The terms “Offeror”, “Firm”, “Proposer”, and “Service Provider” may be used interchangeably herein.

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

A. Executive Summary/Cover Letter
B. Business Profile
C. Experience and Capability
D. Project Understanding & Methodology
E. Other relevant Facts/Information
F. Schedules and Attachments

Fee Proposal- One (1) original to be submitted prior to the deadline specified in the public announcement issued via addendum to the Finalist Firms. Fee proposals will only be accepted from Finalist Firms.

Additional information and a Fee Proposal Form will be issued to the Finalist Firms. At the time of posting, all Finalist Firms will be permitted to approach the market on a FIRST COME-FIRST SERVE BASIS, all underwriters with an A.M. Best Rating of A: or higher for quotes.

Fee proposals not submitted on the Fee Proposal Form provided with the addendum to finalist firms will be considered non-responsive. Fee proposals will not be accepted from any agent, broker, firm or individual that deviates from this process.

After initial review of all fee proposals, the District may reserves the right to request “Best and Final Offers”.

EACH TECHNICAL PROPOSAL MUST BE SUBMITTED IN ONE (1) ORIGINAL, FIVE (5) COPIES, AND ONE (1) CD-Rom to:

Savannah-Chatham County Public School System
Attn: Sabrina L. Scales, CPPB, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
STEP 1. TECHNICAL PROPOSALS (Total Possible Points 65):

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

SECTION B: Business Profile – Total Possible Points 10:
Describe in this Section, the business organization, who will serve as major project participants, and their respective roles:

A. **Business Organization:** Provide a brief description of the firm, its history, and a statement which describes the firm's experience in providing Insurance Agent/Broker Services. State the full name, address, telephone number, fax number, and email address for the firm and/or subordinate firm that will perform or assist in performing the services described herein. State if the firm has operated under a different name within the past ten (10) years. If so, state the name that the firm previously operated under.

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

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

D. **Customer Service:** Identify who will serve as the District's primary account representative and the name, address and phone number for whom all contract related correspondence will be forwarded.

E. **Service Center Location:** State the name, location, address, phone number, fax number, and email address (if known) of the Service Center that will be handling all Excess Worker's Compensation claims on behalf of the District.

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

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

SECTION C: Experience and Capability – Total Possible Points 20:
In this section, describe the firm's experience in providing insurance services and its capability to meet the District's goals. State the number of years experience in providing Insurance Agent/Broker services to organizations or entities of similar size, scope and type. Discuss your firm's qualifications and indicate the number of years that the firm has been providing Insurance Agent/Broker services, include:

A. **Experience:** Describe your firm's specialized experience in providing Insurance Agent/Broker services to educational, government or municipal agencies (preferably within the Southeast region of the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District.

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

C. **Marketing Capability:** Describe your firm's ability to access, utilize and leverage your market preferences and other key insurance markets and provide the premium value with each.

D. **Client References:** Provide a list of five (5) current or past clients that your firm has provided Insurance Agent/Broker Services to within the past five (5) years. Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name, and the name, address, phone number, fax number, and email address (if known) of the agency representative. The District reserves the right to contact any reference provided.

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

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

SECTION D: Project Understanding and Methodology – Total Possible Points 30:
In this section, discuss (in summary form) the firm's understanding of the Scope of Services requested; any special techniques, procedures, software, or equipment that will be used or applied; expectations regarding the District's responsibilities and contributions;
limitation in delivering the required services; etc. Describe how your firm will comply with specifications and the Scope of Service requirements; include:

A. **Compliance with Specifications/Scope of Service Requirements:** Describe how your firm will comply with the specifications and Scope of Service requirements emphasizing your firm’s knowledge and experience in structuring and marketing excess insurance programs for governmental or municipal self-insured programs.

B. **Exceptions:** If there are any exceptions to the specifications, please explain what they are and why they exist.

C. **District Responsibilities:** Describe in detail, your firm’s expectations regarding the District’s responsibilities and contributions.

D. **Limitations to Services:** Describe any limitations that your firm may have in providing the services requested herein.

E. **Transition/Implementation Plan:** Describe your firm’s methodology and approach to guarantee a successful and smooth transition of services by 1 July 2018.

F. **Additional Services:** Describe any additional services that will be provided to the Savannah-Chatham County Public Schools System, at no additional cost, upon the award of a contract.

G. **“Best Practices”:** Describe your firm’s service standards and guidelines and your interpretation of "Best Practices".

H. **Impact on Services:** Discuss what impact a resulting contract with the District will have on existing company service accounts.

I. **Computer Support and Report Capability:** Describe your firm’s computer support and ability to provide claim reporting in various formats. Attach copies of sample claim report, showing formats in tabbed Section F (Schedules & Attachments).

**SECTION E: Other Relevant Facts/Information – Total Possible Points 5:**

In this section, provide the key reasons why you believe that your firm should be selected by the District to be its Excess Worker’s Compensation Insurance Agent/Broker. Emphasize qualities and traits that make the firm unique, or give it special advantages over other proposing firms. Attach any supplemental documentation that you believe is relevant.

**SECTION F: Schedules and Attachments:**

In addition to the instructions set forth in Section II, Item A of the RFP document, a provision for the following forms, certifications and licenses is required. **FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.**

A. Certification Form (Form 1)

B. References - (Form 3) preferably of educational, municipal or similar facilities located with the Southeast Region of Georgia

C. Disclosure of Responsibility Statement (Form 7)

D. Contracting Affidavit and Agreement (Form 4)

E. Sub-Contractor Affidavit and Agreement (if applicable)

F. Certificate of Insurance (The District shall be listed as a Certificate Holder)

G. Copy of Current Business License/Tax Certificate

H. Copy of State of Georgia License (as applicable)

I. Sample of Claim Reports

J. Proof of A.M. Best Ratings (for Firm/Broker)

K. W-9 Form

L. Sample of Contract document/Service Agreement.

**INTERVIEWS/FIRM PRESENTATIONS (IF CONDUCTED):**

The evaluation team may decide to conduct interviews with the qualified firms. If interviews are conducted, each of the qualified firms will be scheduled an interview/presentation. The interviews/presentations will last approximately one (1) hour. The will be no separate evaluation points awarded for firm interviews/presentations; however, technical evaluation points may be revised based on the information that is presented and/or clarified during the interviews/presentations. It will be the sole discretion of the technical review panel to decide if interviews/presentations are required.
STEP 2- FEE PROPOSAL (Total Possible Points 35):

One (1) original to be submitted prior to the deadline specified in the public announcement issued via addendum to the Finalist Firms.

Additional information and a Fee Proposal Form will be issued to the Finalist Firms. At the time of posting, all Finalist Firms will be permitted to approach the market on a FIRST COME-FIRST SERVE BASIS, all underwriters with an A.M. Best Rating of A: or higher for quotes.

Fee proposals not submitted on the Fee Proposal Form provided with the addendum to finalist firms will be considered non-responsive. Fee proposals will not be accepted from any agent, broker, firm or individual that deviates from this process.

After initial review of all fee proposals, the District may reserves the right to request “Best and Final Offers”.
1.0 GENERAL DESCRIPTION
The Savannah-Chatham County Public School System, herein after referred to as the “District” is seeking proposals from qualified firms and insurance agents herein after referred to as “Service Provider”, interested in providing Excess Worker’s Compensation Insurance Coverage benefits to the District. It is the District’s intention to award a contract to one (1) qualified Service Provider.

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

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

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

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

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

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

A. Forms 1 through 7. (as applicable)
B. Certificate of Insurance (Limits stated in Section on Insurance; Service Provider will list the District as a Certificate Holder).
C. Copy of Current Business License/Tax Certificate.
D. State of Georgia License (As Applicable)
E. Completed W-9 Form
F. Contractor’s Affidavit (E-Verify)

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

6.0 BASIS FOR AWARD
In order to be awarded a contract, the proposed Service Provider must be able to demonstrate its ability to perform the work outlined in these specifications, meet all qualification requirements, meet all insurance requirements, provide all documentation required within the proposal document, and provide the best combination of technical proposal and fee. It must be understood that the firm providing the lowest fee may not necessarily be awarded a contract. The Board reserves the right to award this contract as deemed to be in the best interest of the District.

As applicable, the Savannah-Chatham County Public School System relies on the doctrines of public and official immunity as its primary claims defense and is self-insured. It is the District’s intent to award a contract to one (1) qualified Service Provider.

NOTE: Copies of all technical and fee proposals received and evaluation committee scores will remain confidential and will not be publicly disclosed until after the Board approves the award of a contract. Evaluation committee members are not permitted to discuss committee proceedings with any firm that submits a proposal. At the conclusion of the process and contract execution evaluation results will be placed in the public domain.

7.0 CONTRACT CHANGES
By written notice to the Service Provider, SCCPSS may make changes, within the general scope of the contract.

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

9.0 BACKGROUND AND OBJECTIVES
The Savannah-Chatham County Public School System currently enrolls approximately 39,000 students in grades Pre-Kindergarten through 12th grade and employs more than 5,300 staff members which are assigned to sixty-three (63) work sites. Approximately 3,265 are professional administrators or teachers and the remaining number represents support service employees comprised of custodians, food service workers, maintenance staff, paraprofessionals, secretaries, clerks, and various administrative and other positions. The school district currently has twenty-six (26) elementary schools, nine (9) K-8 schools, nine (9) middle schools, ten (10) high schools, and eleven (11) other educational facilities. The District is in the process of providing Bus Transportation and Maintenance beginning on or about 1 June 2016, with an increase of approximately 600 new employees. On July 1, 2015, based on the outcome of a similar solicitation, the District awarded an annual contract to Arthur J. Gallagher Risk Management Services with State National Insurance Co, as the insurance carrier to provide Excess Worker’s Compensation Insurance Benefits. The current contract will expire on 30 June 2016.

As applicable, the Savannah-Chatham County Public School System relies on the doctrines of public and official immunity as its primary claims defense and is self-insured. It is the District’s intent to award a contract to one (1) qualified Service Provider.

Fee proposals will only be accepted from firms who have been Short-listed as a result of the technical evaluation process.

10.0 DISTRICT INFORMATION/CLAIMS HISTORY
A. The name of the District’s current insurance carrier is Star National Insurance Co.
B. The annual projected payroll for the current fiscal year is approximately $203 million.
C. The Board will maintain a $400,000 retention on any resulting policy.
D. The existing Excess Worker’s Compensation Program will expire on 30 June 2016 and coincides with the District’s Fiscal Year.
E. The existing Third Party Administrator (TPA) contract with Underwriter’s Safety & Claims, Inc. of Savannah, Georgia will expire on 28 February 2017.
F. The Georgia School Board Association provides loss control services to the District.
G. The District is fully insured for Worker’s Compensation and does everything possible to return employees, with physician’s restrictions, to work as soon as possible.
H. All firms that enter into a contractual agreement with the Board are required to procure and maintain, for the duration of the agreement, the insurance coverages listed on Attachment “B” herein which includes Worker’s Compensation insurance.
I. Copies of the District’s most recent Audited Financial Report and Actuarial Report will be provided to the successful Service Provider (upon request).
J. A report containing District vehicle and driver information will be provided to the successful Service Provider (upon request).
K. The District’s current plan structure is as follows: Worker’s Compensation (Statutory); Employer’s Liability ($1,000,000); Aggregate (N/A); Retention ($400,000).
L. The District does not utilize volunteer labor.
M. The District does not have any known occupational disease exposures.
N. The District does not have any employees that travel to foreign countries.
O. The District does not knowingly store or distribute any flammables.
P. The District does not have any known operations which expose employees to heights or to burns.
Q. The District does not have any Safety Incentive Programs.

Provided with this solicitation (in PDF format) is the following report:

1. Loss runs for the past ten (10) year period 9/30/2006 through 02/29/2016

11.0 **SCOPE OF SERVICES**
A. Successful Service Provider will assist the District’s Risk Manager in the analysis of District exposures to loss and adequacy of coverage to develop the most cost effective risk management solutions.
B. Successful Service Provider will develop all underwriting data, complete all applications, and prepare specifications for policy renewals.
C. Thirty (30) days prior to each policy renewal, Service Provider will approach various markets to obtain and verify to the District that they are receiving the best premium rate. Service Provider will submit (in writing) to the Risk Manager a report which identifies the market that were approached; the markets that provided quotes; the quotes provided by each market; which markets declined to quotes; and the reason(s) for any market declination. The District requires that two (2) copies of the report be submitted to the Risk Manager no later than fifteen (15) days prior to expiration date of coverage/policy renewal. **THE DISTRICT RESERVES THE RIGHT TO REQUEST THE SERVICE PROVIDER TO OBTAIN QUOTES AT ANY OTHER TIME DURING THE CONTRACT TERM IF IT IS DEEMED IN IT’S BEST INTEREST TO DO SO.**
D. Successful Service Provider must provide Excess Worker’s Compensation Insurance coverage on an annual “fixed fee” basis, with the insurance policy premium and the Agent/Broker service fee listed separately.
E. Successful Service Provider must be willing to have his books, account, and records regarding the District to be audited by both internal and external auditors.
F. Successful Service Provider will process all excess insurance claims in accordance with applicable Georgia Law and the current rules and regulations of the Georgia Insurance Commissioner’s Office and the State Board of Worker’s Compensation.
G. Successful Service Provider will submit with seventy-two (72) hours of receipt, all claims to the Excess Worker’s Compensation insurance carrier.
H. Successful Service Provider will perform all reasonable and necessary administrative and clerical work in connection with Excess Worker’s Compensation claims and losses.

I. Successful Service Provider will maintain a file on each Excess Worker’s Compensation claim which will become the property of the District and shall be available for review by the District at any reasonable time.

J. Successful Service Provider will comply with all terms and conditions of the excess insurer(s) in regard to claim reporting requirements.

K. Successful Service Provider will provide written status and settlement evaluation reports.

L. Successful Service Provider will periodically evaluate all aspects of the excess insurance program from a “best practices” standpoint and will assist, when requested, in the implementation of the identified “best practices”.

M. Successful Service Provider will meet with District’s Risk Manager to explain any changes in existing procedures and assist in service implementation.

N. Successful Service Provider will meet periodically with the District’s Risk Manager to discuss the status of open claims and other related Worker’s Compensation and/or risk management issues.

O. Successful Service Provider will be required to provide other services that are normally and customarily requested of an Insurance Agent/Broker.

P. Successful Service Provider will file all required reports and statements with the State of Georgia.

Q. Successful Service Provider will provide 1099 form for vendor services and will forward copy to the Risk Manager.

R. Successful Service Provider will provide on-line access to excess claim files and reports.

S. Successful Service Provider will provide at a minimum, the following specific Excess Worker’s Compensation insurance coverages with limits as follows: Worker’s Compensation Limit-Statutory; Employers Liability Limit-$1,000,000; Self-Insured Retention - $400,000, Aggregate-N/A. The Savannah-Chatham County Public Schools System shall be named as “insured” on the binder and on all certificates.

T. Successful Service Provider will provide as required and when requested, meaningful and timely claim reports. All claim detail and transaction information will be recorded and stored electronically with “real time” access by the District.

U. Special reports and documentation will be provided to the District for any serious case(s) that exceed the policy limits.

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

A. Proposer must be an organization existing for the primary purpose of providing Insurance Agent/Brokerage Services.

B. Proposer must have a minimum of five (5) continuous years prior experience in providing Insurance Agent/Brokerage Services to educational, governmental or municipal agencies (preferably located within the Southeast Region of the State of Georgia) with scope of service requirements that are similar to or the same as that requested by the District.

C. All underwriters proposed must have a current A.M. Best rating of A: or higher. Evidence of rating must be submitted with Fee Proposal (from Finalist Firms). Photo copies from the most current rating book are acceptable.

D. Proposer must be licensed to conduct business in the State of Georgia.

E. Proposer must have access to Surplus and Excess Lines Carriers.

F. Proposer must demonstrate a willingness to partner with the District’s Risk Manager to maintain a viable, cost effective Excess Worker’s Compensation Insurance Program, which includes but is not limited to a change in underwriter at time of policy renewal with a reduction and/or increase in annual premium cost that will be passed on the District, upon approval, in the form of a “deductive” or “additive” change order to the contract. **THE DISTRICT RESERVES THE RIGHT TO REQUEST THE SERVICE PROVIDER TO OBTAIN MARKET QUOTES AT ANY OTHER TIME DURING THE CONTRACT TERM IF IT IS DEEMED IN IT’S BEST INTEREST TO DO SO.**
13.0 SILENCE OF SPECIFICATIONS
The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

14.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP
If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the solicitation, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addenda and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System’s Purchasing Department. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the solicitation prior to submitting a proposal or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

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

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

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

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

18.0 ACCEPTANCE PERIOD
A one-hundred twenty-day (120) period from the RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time frame. If the Board envisions that the process will not be completed by the end of the one-hundred twenty-day (120) period, an extension will be requested. In the event that no extension is requested, the solicitation shall be deemed cancelled if the process is inactive.
19.0 PERFORMANCE PERIOD
The RFP will establish an annual contract that will be in effect for a period of one (1) year, with the option to renew for two (2) additional one (1) year terms, at the same Agent/Broker cost, terms and conditions. Each renewal will be contingent upon the Service Provider’s performance during the previous contract period, proposed policy renewal rates and underwriter, and is contingent upon mutual agreement between all parties prior to contract expiration. The insurance contract will coincide with the fiscal year of the District which runs from 1 July through 30 June.

Agent/Broker shall be prepared to make arrangements to cancel and to re-write the policy, as required to coincide with each fiscal period if contract renewal negotiations, underwriter changes, coverages changes, and/or contract extensions change the policy period. The existing insurance policy with State National Insurance Co. is in effect until 30 June 2016.

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

21.0 TERMS OF PAYMENT & INVOICING
Bidders/Contractors shall invoice the Board after the contract has been accepted and executed by the District. Payment terms are 2% 10 Net 40.

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

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

All original invoices should be mailed to:

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

22.0 TAXES
Bidder/Contractor will timely pay all taxes lawfully imposed upon bidder/contractor with respect to this Contract. Bidder/Contractor makes no representation whatsoever regarding any tax liability of bidder/contractor, nor regarding any exemption from tax liability related to this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.0 LITIGATION HISTORY
Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

28.0 COMPLIANCE WITH LAWS
Bidder/Contractor will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

29.0 CONTROLLING LAW AND VENUE
The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

30.0 OWNER’S RIGHT TO PROSECUTE THE WORK
Time being of the essence, if the Contractor shall be declared in default, both the Contractor and any surety agree that the Owner may, after giving the Contractor and any surety the required notice and time if any is required, without prejudice to any other remedy and without invalidating any performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Contractor or, at the Owner’s option and without prejudice to the Owner’s rights against the Contractor and any surety, the Owner may terminate the Contractor and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner shall deem expedient.
31.0  EFFECT OF LATER DETERMINATION  
In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 36.0 above and without any other damages or relief.

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

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

After receipt of a notice of termination, successful bidder must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve successful bidder of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service but no amount shall be allowed for anticipated profit on unperformed service.
ATTACHMENT "B" INSURANCE REQUIREMENTS  
RFP# 16-69

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

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

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

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

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

5. The Board, its officers and/or officials, employees and volunteers shall be named as additional insured under awarded bidder's insurance policy for the duration of this contract.
ATTACHMENT "C" LMWBE BUSINESS PARTICIPATION PROGRAM  
RFP# 16-69

It is the policy of the Board of Public Education ("owner") that LMWBE's shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to assure 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 LMWBE's. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, training and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

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

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

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.
ATTACHMENT “C” – Exhibit #1
PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: ______________________________________ BID #: 16-69
PROJECT TITLE: ______________________________________ TOTAL BID AMOUNT: $ ____________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>SUBCONTRACT VALUE</th>
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AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: ______% $ ____________________
WOMEN PARTICIPATION TOTAL VALUE: ______% $ ____________________
OTHER MINORITY PARTICIPATION TOTAL VALUE: ______% $ ____________________

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

Signature
Title

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

Date
Signature
Title

NOTE: The Savannah Entrepreneurial Center is available to identify qualified LMWBE’s. Please contact the Office at (912) 052-3592.
Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

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<tr>
<th>Activity</th>
<th>Yes or No</th>
<th>Explanation</th>
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<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</td>
<td>☐ Yes or ☐ No</td>
<td>If no, please explain:</td>
</tr>
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<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td>☐ Yes or ☐ No</td>
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<td>Communicating with the Savannah Entrepreneurial Center to identify available qualified LMWBEs.</td>
<td>☐ Yes or ☐ No</td>
<td>If no, which agencies were used to identify potential LMWBE Subcontractors?</td>
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<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
<td>☐ Yes or ☐ No</td>
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<tr>
<td>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</td>
<td>☐ Yes or ☐ No</td>
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<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td>☐ Yes or ☐ No</td>
<td>Please explain efforts:</td>
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</table>
NAME OF BIDDER/PROPOSER: ________________________________  BID #: 16-69

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

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<tr>
<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
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</table>
NAME OF CONTRACTOR/CONSULTANT: _______________________________ BID #: 16-69

PROJECT TITLE: ________________________________________________

DATE: ___________________________ PROJECT LOCATION: ________________

CONTRACT AMOUNT: $ ________________

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<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>MONTHLY PAYMENTS</th>
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CUMULATIVE LMWBE MONTHLY REPORT: $ __________________

PERCENTAGE OF TOTAL CONTRACT: _____ %

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____ %

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

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

Date: _______________ Signature: _______________________________ Title: _______________________________

NOTES:

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

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