Ladies and Gentlemen:

The Savannah-Chatham County Public Schools 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 11:00:00 AM, May 5, 2015 at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. Late proposals received will be so noted in the bid file in order that the vendor’s name will not be removed from the subject commodity/service list. Late proposals will not be considered.

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director
REQUEST FOR PROPOSAL #15-85

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 bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

1. It permits discussions with competing offerors and changes in their proposal including price; and

2. It allows comparative judgmental evaluations to be made on various criteria (in addition to cost) for award of the contract.

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

All invoices should be mailed to:

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

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

D. General Specifications/Scope of Work

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F. Submittal of Objections

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

G. **RFP Interpretations/Addenda**

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

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

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **05:00:00 PM on April 17, 2015**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the close of business on April 21, 2015.

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

H. **Failure to Respond**

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

I. **Receipt & Registratin of Proposals**

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

J. **Errors in Proposals**

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

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

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

L. **Compliance With Laws**


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

M. **Indemnity Provisions**

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

N. **Cancellation/Default of Contract**

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

O. **Certification of Independent Price Determination**

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

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

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

3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

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

All bidders must read and complete all documents included in Attachment "C" with all pertinent Exhibits.
Q. **“Responsive” Offeror Criteria**

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

R. **Qualification of Offeror**

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

S. **Proposal Discussion with Individual Offerors**

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

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

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

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

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

U. **Award of Contract**

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

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

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

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

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

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

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

2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for 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 the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

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

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

* Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing 15-85 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

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

OR

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

**B. Samples/Demonstrations**

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

**C. Warranty**

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

RFP #15-85

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

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

This __________ day of __________, 20 _____. By _____________________________________

Name (printed)

________________________________________
Title

________________________________________
Signature

______________________________
Company

________________________________________
Address (Street, City, State, Zip)

________________________________________
Phone No.

________________________________________
Fax No.

______________________________
Federal Taxpayer I.D. No.

________________________________________
e-Verify No.

______________________________
Contact Person for This Bid

________________________________________
Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: __________________________
   Contact Person: __________________________
   Phone Number: __________________________ Fax Number: __________________________

2. Company Name: __________________________
   Contact Person: __________________________
   Phone Number: __________________________ Fax Number: __________________________

3. Company Name: __________________________
   Contact Person: __________________________
   Phone Number: __________________________ Fax Number: __________________________

Acknowledge Receipt of Addendum(s) #_____ #_____ #_____
Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: ___________________________________________  RFP # __________

Please check ownership status as applicable:

___ Local

___ Woman

___ African American

___ Hispanic

___ Majority

___ Non-Local

_________________________________________  ____________________________  __________
Name, Title  Authorized Signature  Date

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

_________________________________________  Notary Public; My Commission Expires:_____________________

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

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

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

___ The Savannah Tribune Legal Ad  ___ Visiting the Purchasing Office

___ Other __________________________________________________________________________
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

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

_________________________________________
Federal Work Authorization User Identification Number

_________________________________________
Date of Authorization

_________________________________________
Name of Contractor Name of Project

_________________________________________
Name of Public Employer

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

_________________________________________
Signature of Authorized Officer or Agent

_________________________________________
Printed Name and Title of Authorized Officer or Agent

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

_________________________________________
NOTARY PUBLIC

My Commission Expires: ________________________
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on --- ______, ___, 20__ in _____(city), ______(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE --- ______ DAY OF ______, 20__.201 __.

NOTARY PUBLIC

My Commission Expires:

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

04/02/2015, 08:02:42 AM
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

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

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

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

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

5. List any contracts not completed on time.

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

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

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

I, ________________________________
Name of Individual Title & Authority

Of ________________________________
Company Name

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

_______________________________
Signature

State of ________________________________

County of ________________________________

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

RFP #15-85

This RFP is not a request or an authorization for any Offeror to approach insurance companies or other underwriting sources on behalf of the Savannah-Chatham County Public School System. The Savannah-Chatham County Public School System specifically requests that no insurance market contact or solicitation be made until official notice of Short-Listed Firms is publicly posted by the District.

FEES ARE TO BE STATED ON THIS PAGE, SEALED IN A #10 ENVELOPE THAT IDENTIFIES ITS CONTENTS AS "RFP #15-85 "FEE PROPOSAL" AND SUBMITTED PRIOR TO THE SPECIFIED DEADLINE FOR THE RECEIPT OF FEE PROPOSALS. ONLY THE ORIGINAL (1) SIGNED COPY OF THE FEE PROPOSAL IS REQUIRED. FEE PROPOSALS WHICH ARE NOT SUBMITTED IN THE FORMAT SHOWN AND ON THIS FORM WILL BE CONSIDERED "NON-RESPONSIVE".

I.     AGENT/BROKER SERVICES (TOTAL ANNUAL FIXED FEE):


YEAR 1


YEAR 2


YEAR 3

TOTAL (I):______________________________


II.    INSURANCE POLICY COST (TOTAL ANNUAL FIXED FEE):


TO BE NEGOTIATED WITH RENEWAL/YEAR 2*

TO BE NEGOTIATED WITH RENEWAL/YEAR 3*

*All fee proposals will be evaluated based on a fixed fee policy rate in accordance with the information and schedules provided in this RFP, which is projected. The Maximum number of fee points will be given to the firm offering the lowest fixed fee for both Agent/Broker Services and 1st year Policy Cost. Upon the completion of a final payroll audit and approval by the District, the Successful Agent/Broker will be permitted to adjust their fixed fee policy cost "down". Any subsequent year policy cost increases must be negotiated and approved by the District.

For years two (2) and three(3) of the contract, Agent/Broker will approach markets 30 days prior to policy expiration and will provide the District with the best premium rate quote from an underwriter with an A.M. Best Rating of A: which may result in a change in underwriter and a reduction or increase in annual premium cost which, upon approval, will be acknowledged in the form of a "deductive" or "additive" change order to the contract. THE DISTRICT RESERVES THE RIGHT TO ACCEPT OR TO REJECT ANY FEE OR UNDERWRITER RECOMMENDATION PROPOSED.

III.   PROPOSED INSURANCE UNDERWRITER (FIRST YEAR ONLY):

POLICY UNDERWRITER:____________________________________________________________

CITY/STATE:______________________________________________________________

NAIC NUMBER:____________________________________________________________

CURRENT A.M. BEST RATING:___________________________________________________

The undersigned, having read and examined the Documents and Attachment "A" specifications entitled RFP #15-85 "Excess Worker's Compensation Insurance (Annual Services Contract)" and understand the requirements of this
proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits etc, and further understands that the Savannah-Chatham County Public School System will not be responsible for reimbursement of any costs not specifically set forth in this proposal. In addition, the District reserves the right to accept any part of or all of the fee schedule and to negotiate any changes contained herein.

BY:........................................................................ DATE:________________________

SIGNATURE/TITLE

FIRM NAME:______________________________________________________________

PROPOSER:____________________________________________________________

SIGNATURE:____________________________________________________________

ADDRESS:____________________________________________________________

CITY/STATE/ZIP:________________________________________________________

TELEPHONE:____________________________________________________________

FAX NUMBER:___________________________________________________________

EMAIL ADDRESS:_______________________________________________________

BUSINESS LICENSE/TAX CERTIFICATE:______________________________________
ATTACHMENT "A"

SPECIFICATIONS

RFP #15-85

Excess Worker’s Compensation Insurance (Annual Contract)

1.0 GENERAL INTENT:
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.

2.0 PERFORMANCE PERIOD:
The RFP will establish a contract that will be in effect for a period of one year (12 months). An option to extend the contract term for two (2) additional twelve (12) month periods, at the same Agent/Broker cost, terms and conditions, will be based on the Service Provider’s performance during the initial contract term, 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, coverage changes, and/or contract extensions change the policy period. The existing insurance policy with State National Insurance Co. of Bedford, Texas is in effect until 30 June 2015.

3.0 BACKGROUND INFORMATION:
The Savannah-Chatham County Public School System currently enrolls approximately 36,000 students in grades Pre-Kindergarten through twelve 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. On July 1, 2014, based on the outcome of a similar solicitation, the District awarded an annual contract to State National Insurance Co. of Bedford, Texas, to provide Excess Worker’s Compensation Insurance Benefits. The current contract will expire on 1 July 2015. As applicable, the Savannah Chatham County Public School System relies on the doctrines of public and official immunity as it’s 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 submitted will identify the annual "fixed" cost for: (1) the Insurance Policy (1st contract term only); and (2) any applicable Broker/Agent service fees. FEE PROPOSALS WHICH ARE NOT SUBMITTED IN THE FORMAT OF AND ON THE FORM PROVIDED WILL BE CONSIDERED "NON-RESPONSIVE".

4.0 DISTRICT INFORMATION/CLAIMS HISTORY:
A. The name of the District’s current insurance carrier is Star Insurance Company.
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 2015 and coincides with the District’s fiscal year.
E. The existing Third Party Administrator (TPA) contract with Underwriters Safety & Claims of Savannah, Georgia will expire on 1 January 2015.
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, within physicians restrictions, to work as soon as possible.
H. All firms that enter into a contractual agreement with the Board are required to procure and to 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.
R. All firms that enter into a contractual agreement with the District are required to procure and to maintain, for the duration of the agreement, the insurance coverages listed on Attachment “B” herein which includes Worker’s Compensation Insurance.

Attached below are various reports and schedules, in pdf files. Click on each link to open; then Click view to view and print. The reports and schedules attached are as follows:


Historical data for four (4) years of Worker’s Compensation Loss Runs through February 2014.

RFP 15-85 Historical data Four Years Loss Runs through Feb 2014.pdf

Loss runs for the past five (5) years which exceed $50,000. RFP 15-85 Loss Report Claims Exceeding 50000.pdf

5.0 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 markets that were approached; the markets that provided quotes; the quotes provided by each market; which markets declined 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 15 days prior to the 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 ITS 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 Commissioners Office and the State Board of Worker’s Compensation.
G. Successful Service Provider will submit within 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 the 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 a 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 School 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.

6.0 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 government or municipal Insurance Agent/Brokerage Services.

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 Submittal. 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 to 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 ITS BEST INTEREST TO DO SO.

7.0 SOURCE SELECTION METHOD: The competitive sealed proposal procurement process described herein will be conducted in a Two (2) Step Process: Step I (Total Possible Points 60): Submission of Technical Proposals, Pre-qualification of Service Providers, and Announcement of the “Short List” of finalist firms. Step II (Total Possible Points 40): Submittal of Sealed Fee Proposals with underwriter identified and Award of a Contract. 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 offerer who lacks accreditation or authorization to provide the services requested.

8.0 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 and Methodology
E. Other relevant facts/information
F. Schedules and Attachments
G. Fee Proposal- One (1) original submitted prior to the deadline specified in the public announcement, on the form provided, Sealed in a #10 Envelope, and marked with the RFP number and title

*****EACH TECHNICAL PROPOSAL MUST BE SUBMITTED IN ONE (1) ORIGINAL AND FOUR (4) COPIES*****

STEP 1- TECHNICAL PROPOSALS (Total Possible Points 60):
Executive Summary (SECTION A): 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.

Business Profile (SECTION B- 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. Include resumes/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 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. M/FBE Commitment: Describe your firm's commitment to M/FBE and local businesses.

H. 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.

Experience and Capability (SECTION C- Total Possible Points 20): In this section, describe the firm's experience in providing insurance services and it's ability to meet the District's goals. State the number of years experience 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 government agencies (preferably within the Southeast region of the State of Georgia) or to private companies with scope of work 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 account representative will need to dedicate to those agreements.

Project Understanding and Methodology (SECTION D-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 expectations to the specifications, please explain what they are and why they exist.

C. **District Responsibilities**: Describe 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 2012.

F. **Additional Services**: Describe any additional services that will be provided to the Savannah-Chatham County Public Schools System 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 reports, showing formats in tabbed Section F (Schedules and Attachments).

Other Relevant Facts/Information (SECTION E.):

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 gives it special advantages over other proposing firms. Attach any supplemental documentation that you believe is relevant.

Schedules and Attachments (SECTION F.):

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. Disclosure of Responsibility Statement (Page 11)
B. Contracting Affidavit and Agreement (Page 12)
C. Certificate of Insurance (The District shall be listed as a Certificate Holder)
D. Copy of Current Business License/Tax Certificate
E. Copy of State of Georgia License
F. Samples of Claim Reports
G. References
H. Proof of A.M. Best ratings (for Firm/Broker as applicable)
I. Insurance Binder (to be submitted no later than 15 June 2015 to BECOME EFFECTIVE 1 JULY 2015)
J. Sample of Contract document/Service Agreement

9.0 **ANNOUNCEMENT OF FINALIST FIRMS AND UNDERWRITER QUOTATIONS:**

A Technical Evaluation Committee will evaluate all technical proposals submitted and will establish a “Short List” of finalist firms to approach the markets. The District will publicly announce and release (via an addendum to the RFP on the Districts website at www.SCCPSS.com) the “Short List” of finalist firms. At the time of posting, all finalist firms will be permitted to approach ON A FIRST COME-FIRST SERVE BASIS, all underwriters with an A.M. Best rating of A: or higher for quotes. The deadline for the submission of all fee proposals, in the format and on the form provided herein, will be clearly stated in the Public Announcement in the form of an Addendum. Fee Proposals (Step 2) will not be accepted from any agent, broker, firm or individual that deviates from this process.

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

State the basis for your fee and the your Underwriter recommendation on the fee proposal form provided herein on page 14. Please Note: All fee proposals will be based on "Life of Contract" terms with (1) the fixed annual fee for the insurance policy premium (1st year only) and (2) the annual Agent/Broker service fee listed separately. Only one (1) copy of the fee proposal is required. All fee proposals will be sealed in a #10 envelope, clearly marked with the RFP number and title, sub-titled "FEE PROPOSAL" and submitted PRIOR TO THE DEADLINE SPECIFIED IN
THE PUBLIC ANNOUNCEMENT OF THE "SHORT LIST" OF FINALIST FIRMS. Fee proposals will only be considered from firms that comply with this process.

10.0 ACCEPTANCE AND EVALUATION OF PROPOSALS:

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

A. Demonstrated understanding of the Scope of Services (Methodology)
B. Experience in providing self-funded government programs (Experience & Capability)
C. Quality of Project Team (Business Profile)
D. Reputation of firm based on references (Experience & Capability)
E. Computer support and report capability (Methodology)
F. Proximity to and availability of service office (Business Profile)
G. Proposed fees (Fee Proposal)
H. Proposed underwriter

11.0 ACCEPTANCE PERIOD:

A ninety-day (90) 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 ninety-day (90) 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.

12.0 BASIS FOR AWARD:

In order to be awarded a contract, the proposed Service Provider must be able to demonstrate it's 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. PLEASE NOTE: COPIES OF ALL TECHNICAL AND FEE PROPOSALS RECEIVED AND EVALUATION COMMITTEE SCORES WILL REMAIN CONFIDENTIAL AND WILL NOT BE PUBLICLY DISCLOSED UNTIL AFTER THE BOARD APPROVES THE AWARD OF A CONTRACT. THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.

13.0 CONTRACT REQUIREMENTS:

In the execution of this contract, the Successful Service Provider will be responsible for complying with the following work requirements in accordance with these specifications:

A. The Successful Service Provider will comply with all pertinent Federal, State and Local ordinances and regulations.
B. The Successful Service Provider must provide Excess Worker's Compensation Insurance coverage on an annual "fixed fee" basis. The annual cost of the insurance policy (1st year only) and the annual cost for all Agent/Broker service fees will be stated as separate line items in fee proposal submittal and in the resulting contract document. All reductions or increases in insurance policy cost will be negotiated 15 days prior to each policy renewal and upon approval and will be acknowledged in the form of a "deductive" or "additive" Change Order to the contract. THE BOARD RESERVES THE RIGHT TO ACCEPT OR TO REJECT ANY FEE CHANGES AND/OR UNDERWRITER RECOMMENDATIONS PROPOSED.
C. The Successful Service Provider will procure and maintain for the duration of the contract, the insurance coverages identified on Attachment "A" (Page 23).

14.0 TRANSITION PERIOD:

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

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

16.0 TERMINATION FOR CAUSE/DEFAULT:

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

17.0 TERMINATION FOR CONVENIENCE:

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any such termination shall be effected by delivery to the Service Provider, at least ten (10) working days prior to the termination date, the Notice of Termination specifying to the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Service Provider will cease all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Service Providers obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. All equitable adjustment in the contract price shall be made for complete service, but no amount shall be allowed for anticipated profit on unperformed services.

18.0 TERMINATION FOR LACK OF 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.
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Salary Report

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ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

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

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

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

5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.
ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.
4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.
The School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvestrf@vangdist.com.

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

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

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

## PROPOSED SCHEDULE OF LMWBE PARTICIPATION

**NAME OF BIDDER/PROPOSER:** ___________________________  **BID NO.:** ___________________________

**PROJECT TITLE:** ___________________________  **TOTAL BID AMOUNT:** $____________________

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

LMWBE FORM 1 BID#15-85
## ATTACHMENT C - EXHIBIT #2

### GOOD FAITH EFFORTS REQUIREMENTS

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

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<tr>
<th>Requirement</th>
<th>Response Options</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>
</tr>
<tr>
<td>If no, please explain:</td>
<td></td>
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<tr>
<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>
</tr>
<tr>
<td>Communicating with the School District’s Program Management Firm to identify available qualified LMWBEs.</td>
<td>Yes or No</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</td>
<td>Yes or No</td>
</tr>
<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td>Please explain efforts:</td>
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04/02/2015, 08:02:42 AM
**ATTACHMENT C - EXHIBIT #3**

**JOINT-VENTURE DISCLOSURE STATEMENT**

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

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<th>Level of work</th>
<th>Financial participation</th>
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LMWBE FORM 2 & 3 BID #15-85
ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT:__________________________________________________________

BID NO: ____________________________

PROJECT TITLE: ________________________________________________________________

DATE: ________________________________

PROJECT LOCATION: ______________________

CONTRACT AMOUNT: $ __________________

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CUMULATIVE LMWBE MONTHLY REPORT:  $__________________________

PERCENTAGE OF TOTAL CONTRACT: ____________%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: ______________

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

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

Date: ____________________________

Signature: ________________________________ Title: ________________________________

Notes:

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

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

LMWBE FORM 4 BID #15-85

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