



**an equal opportunity
employer**

Ladies and Gentlemen:

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

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Alternative Secondary Education Program and Services for Middle and High Schools (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, February 7, 2012** 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.**

All bidders are encouraged to attend a pre-bid conference on Tuesday, 01/24/2012 at 10:00:00 AM in 208 Bull Street, Room 103.

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 **Sabrina Scales** 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 #12-70

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 **Alternative Secondary Education Program and Services for Middle and High Schools (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.: Sabrina Scales

Lead Buyer

208 Bull Street, Room 213

Savannah, GA 31401

Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **11:00:00 AM on January 19, 2012**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on January 27, 2012**.

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

Q. “Responsive” Offeror Criteria

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

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

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

T. Compliance with Specification/Terms and Conditions

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

U. Award of Contract

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

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

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

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

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

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

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

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **Alternative Secondary Education Program and Services for Middle and High Schools (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 **12-70** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

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

OR

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

B. Samples/Demonstrations

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

C. Warranty

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

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

RFP #12-70

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

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

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

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

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

Contact Person for This Bid Phone Number
REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

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



Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: _____ RFP #

Please check ownership status as applicable:

____ Local ____ Woman

____ African American ____ Hispanic

____ Majority ____ Non-Local

Name, Title Authorized Signature Date

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

Expires: _____ Notary Public; My Commission

HOW DID YOU HEAR ABOUT THIS RFP?

(This information is for statistical use only.)

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

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

___ The Savannah Tribune Legal Ad ___ Visiting the Purchasing Office

___ Other

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

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

_____ Federal Work Authorization User Identification Number

_____ Date of Authorization

_____ Name of Contractor Name of Project

_____ Name of Public Employer

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

_____ Signature of Authorized Officer or Agent

_____ Printed Name and Title of Authorized Officer or Agent

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

_____ NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

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

Signature

State of _____

County of _____

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

PROPOSER SUBMITTAL FORM

RFP #12-70

SUBMITTAL REQUIREMENTS:

All proposals shall be:

- * Submitted on 8 1/2" x 11" paper, and prepared simply and concisely.
- * 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 proposal number and title, and date and time of proposal opening. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. If proposal materials require additional envelopes, then the proposal package must be combined together with the envelope on top.
- * Thorough and detailed as possible so that the Board may properly evaluate the offeror's capability to provide the required services.
- * Submitted on proposal forms as included in this Request For Proposal and in accordance with instructions stated above.
- * Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Register of Offerors date and time. Whether sent by mail or by means of personal delivery, the proposer 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 proposer.
- * Proposals submitted by facsimile transmission or e-mail will not be accepted.
- * Considered an irrevocable offer for a period of one hundred and twenty days (120) days from the date of public proposal opening.

Proposers 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.

In order to be considered for selection, proposer must submit complete a response to this RFP; one (1) unbound **original** and **five (5)** copies of each proposal shall be submitted to the Board as indicated on the cover sheet. Proposers must also submit **one** reproducible CD-ROM of the proposal. Its content must be constructed from commercial grade software such as Microsoft Word or Corel WordPerfect or similar products. No other distribution of the proposal shall be made by the offeror.

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. Proposers are required to submit the following items as a complete proposal:

The return of this **Request For Proposal** document, signed and filled out as required.

1. EXECUTIVE SUMMARY: This section shall provide a summary of the Offeror's proposal to provide the services detailed in the specifications. The Offeror shall clearly specify its qualifications and ability to meet specifications as defined in the RFP.

2. GENERAL: Location of Offeror's headquarters; nearest office; applicable telephone, and facsimile numbers; email addresses, and any other pertinent information relative to the size and organizational structure of the company. There shall be one point of contact for the development services.

3. PROJECT TEAM: An organizational chart (block diagram) and written description of the proposed Project Team, with names and titles of the key individuals shown. Include supporting narrative to describe the qualifications, education and experience of the personnel to provide alternative education programming to SCCPSS. student's. A copy of the organization's business license or formal legal documentation with respect to conducting business in the state of Georgia must be submitted with your proposal. Clearly indicate personnel's qualifications, expertise and experience in implementing and operating an Alternative Education Program. Letters of support and endorsements must be included.

4. PROPOSED PROJECT/SUPPORT PLAN WITH TIMELINE AND DELIVERY: Provide a written detailed project plan describing how the offeror intends to approach and execute the plan. The planned approach must clearly state methods to be used on providing alternative secondary education programs and services to the District. The successful offeror must demonstrate the capability to relocate programs to an alternative location in the event the facility/structure housing the program is damaged or unable to safely house students/personnel. In addition, in the event, Scott Alternative Learning Center is no longer available, the successful will have to identify an alternate location.

5. FINANCIAL DATA: Pertinent data which demonstrates the Offeror's corporate capability to successfully perform. This shall include information about the financial stability of the firm; e.g. annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.

6. PROJECT UNDERSTANDING: The Offeror shall provide a written narrative statement to demonstrate his or her thorough understanding of the scope of work to be provided and performed.

7. APPROACH/METHODOLOGY: The Offeror shall provide a written narrative describing the approach/methodology to providing services. Specifically describe your approach to providing alternative secondary education programs and services to the district.

9. EXPERIENCE/REFERENCES: Describe the Offeror's prior related experience of providing alternative secondary education programs and services to school divisions of similar size and scope, governmental agency, or institution(s) of higher learning. Responses **must** include the names, addresses, telephone and facsimile numbers, and email addresses of contact persons, telephone number of schools supplied, size and scope (magnitude and complexity) of that served, dollar value of contract, date of award, and period of performance. Offerors **must** provide a minimum of three (3) references with a company's name, contact person, telephone and fax number.

9. COST PROPOSAL: Cost proposals shall be submitted on the enclosed Proposal Cost Submittal Form in a separate sealed envelope clearly marked "**Cost Proposal**". The offeror shall clearly outline the cost proposed for the alternative secondary programs and services. All prices, costs and conditions outlined in the offerors proposal shall remain fixed and valid for acceptance for one hundred and twenty (120) days starting on the due date for proposals.

Offerors must clearly outline any items with additional cost. The additional cost must be submitted along with this proposal. If additional costs are not submitted, then the District will assume pricing provided includes all cost for the requested alternative secondary education programs and services.

All costs associated with Offeror's response to this RFP shall be borne by the Offeror. The Savannah-Chatham County Public School System (SCCPSS) will not be liable for any costs incurred by the Offeror in responding to this RFP.

10. EVALUATION METHOD CRITERIA:

35

This RFP is not meant to favor any Offeror. Instead, it is intended solely to meet the needs and requirements of SCCPSS. The District will evaluate each proposal based on its technical merit and cost. SCCPSS will also consider the Offeror’s ability to provide the required services in the allotted time, any previous work done for SCCPSS, and references of similar projects.

The Board will evaluate proposals and will select the offeror(s) which meets the requirements within this Request for Proposal and the best interests of the Board. The Board shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Board may at its discretion and at no cost to the Savannah-Chatham County Public School System, invite offeror's to appear for questioning during the evaluation period of the Request for Proposal. Each proposal will be evaluated based on criteria and priorities defined by Savannah-Chatham Public School System.

Each member of the Review Committee shall assign up to the maximum number of points for each evaluation item to each of the proposing Offeror’s proposals. All assignments of points shall be at the sole discretion of the individual members of the Evaluation Committee. The categories will be evaluated independently of one another. The Board's decision's will be final. The Board's evaluation criterion may include but shall not be limited to consideration of the following:

Cost of Services

Project/Support Plan:

25

demonstrate capacity to meet or exceed the objectives stated in the RFP document
provide high quality academic services that leads to the completion of a high school diploma for eligible students in grades 6-12 who meet the Districts stated criteria

<u>Company Strength:</u> credentials, qualifications, experience, approach/methodology	25
<u>References:</u> provide evidence of the program's success in school districts with like demographics	15
Total Points Allowed	100

*After all evaluations are complete, the evaluation panel shall be responsible for recommending an award based on the established criteria. The award recommendation shall be based upon the established evaluation criteria and overall needs of the district.

11. CONFIDENTIALITY AND OWNERSHIP:

All data, student information, school information, data from field tests, and assessment instrument series shall be strictly confidential and shall be the property of the SCCPSS. Assessment tasks/items developed by or for the SCCPSS shall also be strictly confidential and considered the property of SCCPSS unless otherwise agreed to in a written agreement. The Offeror will maintain ownership of the items that been previously developed by and are copyright of the Offeror.

The Offeror may not communicate or transfer said data, student information, school information, assessment materials, data from field tests, and assessment instrument series, in whole or in part, to any third party without the express written consent of the SCCPSS or its designee. In the event said written consent shall be granted by the SCCPSS or a designee, the Offeror shall comply with all requirements of law respecting confidentiality of student records.

12. CONFIDENTIALITY OF DOCUMENTS:

All documents submitted as part of the Offeror's proposal will be deemed confidential during the evaluation process. Offeror proposals will not be available for review by anyone other than the SCCPSS Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Offeror's information to a competing Offeror prior to award of the contract. The Savannah-Chatham County Public School System is a public agency as defined by state law, and as such, it is subject to the Georgia Open Records Act section 50-18-70. Under the law, all the SCCPSS' records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Offeror(s) are advised that once a proposal is received by the SCCPSS and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Offeror(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Offeror feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Offeror(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a

letter from the Offeror's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record", and briefly stating the reasons that each document meets the said definitions.

13. DISCREPANCIES AND OMISSIONS:

Offeror is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Offeror. Should Offeror find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Offeror shall notify the SCCPSS's Designated Contact, in writing, of such findings at least ten (10) calendar days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Offeror's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

14. SCCPSS's RIGHT TO REJECT PROPOSALS:

The SCCPSS reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the SCCPSS's specifications or Offeror's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the SCCPSS may deem necessary in the best interest of the SCCPSS.

15. SCCPSS's RIGHT TO CANCEL SOLICITATION:

The SCCPSS reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The SCCPSS makes no commitments expressed or implied, that this process will result in a business transaction with any Offeror. This RFP does not constitute an offer by the SCCPSS. Offeror's participation in this process may result in the SCCPSS selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the SCCPSS to execute a contract nor to continue negotiations. The SCCPSS may terminate negotiations at any time and for any reason, or for no reason.

16. CHANGE OR WITHDRAWAL OF PROPOSAL:

PRIOR TO PROPOSAL OPENING. Should the offeror or individual withdraw its proposal, they shall do so in writing. This communication is to be received by the Director of Purchasing, 208 Bull Street, room 213, prior to February 7, 2012. The offerors' name and the proposal number should appear on the envelope.

AFTER PROPOSAL OPENING. After February 7, 2012, proposals may not be changed; and they may not be withdrawn for one hundred twenty (12) days from that date.

ATTACHMENT "A"

SPECIFICATIONS

RFP #12-70

Alternative Secondary Education Program and Services for Middle and High Schools (Annual Contract)

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

GENERAL INFORMATION:

The Savannah Chatham County Public School System (hereinafter referred to as "SCCPSS") is currently soliciting proposals from a qualified secondary education contractor with demonstrated experience in alternative secondary education programs and services. The educational entity must adhere to District and Georgia's statewide assessments and accountability system which meets the state's guidelines and requirements for awarding an accredited high school diploma.

It is the intent of the SCCPSS to establish and enter in an annual contract for the Fiscal Year 2012-2013 with the qualified offeror that has met the requirements and shown the capability of providing alternative middle and high school programs and services .

Offerors submitting proposals must submit in detail their plans which should state how their offered solution will perform the services required and the compensation they will charge for the required services. The offeror (s) must furnish as a part of this proposal descriptive and detailed information necessary for the District to determine whether the proposal offered meets the requirements of the proposed documents.

Offeror agrees to comply with all sections of Georgia Education Statues, as presently written, and further as it may be amended from time to time. Further, offeror agrees that failure to comply with the Georgia Education Code shall constitute a material breach of this agreement and may result in the termination of this Agreement by the Board.

BACKGROUND INFORMATION:

The SCCPSS is a medium-sized school district with an enrollment of approximately 34,000 students in grades Pre-K through 12. There are currently 50 schools (thirty-two elementary schools, nine middle schools and nine high schools), 7 alternative programs and 30 administrative/instructional support sites in this district.

FISCAL FUNDING:

Notwithstanding any other provisions of this agreement, the parties hereto agree that the charges hereunder are payable to the awarded offeror by the 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 (hereafter to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the offeror the occurrence thereof.

CONTRACT CHANGES:

By written notice to the offeror, the SCCPSS may make changes, within the general scope of the contract, and in the goods or services to be provided.

BASIS OF AWARD:

The District intends to award a contract for Alternative Secondary Education Programs and Services as a result of this Request for Proposal. The firm scoring the highest number of points based on the established criteria and meeting and exceeding the stipulated requirements will be recommended for award. The award will be made as outlined in the evaluation criteria including cost and other factors in the proposal submitted. The District reserves the right to waive any technical or formal errors or omissions of the District and to reject any and all proposals, or to award contract (s) for Alternative Secondary Education Programs and Services in the best interest of the District.

AWARDING OF CONTRACT:

Contract, if any awarded, will be awarded to the responsible Offeror(s) submitting the best Proposal for the alternative program and service solution package, plus any acceptable alternatives complying with the conditions and requirements of the contract that SCCPSS determines the offeror(s) receiving the highest total technical and fee score. Relevant factors other than cost alone will be considered in determining the successful Offeror(s), including, but not limited to, outstanding references, prior relevant experience both in SCCPSS and in other K-12 environments.

BACKGROUND CHECKS:

All employees of the successful Offeror(s) will be required to undergo a background check through SCCPSS, and where applicable, must comply with the requirements of SCCPSS prior to any work commencing on any SCCPSS campus. Any employee of the Offeror(s) who does not clear the background check will not be allowed to participate in any activities on SCCPSS property.

PERFORMANCE PERIOD:

If awarded, this proposal will establish a contract to be put in place and remain open for a one (1) year period beginning with contract award. The "Board" reserves the right to renew this contract for four (4) additional one-year contract award periods provided all prices, terms, and conditions remain unchanged and both parties agree to renew the contract. Any renewal will be based on satisfactory performance by the offeror(s) during the previous year as to cost and service

provided and approval of the District's Board. Cost submitted on the cost submittal form shall be firm during the entire contract award period.

COST PROPOSALS:

Cost should be proposed on an annual basis with a projected cost annually for five (5) years. Pending solution provided, the district reserves the right to implement solution in multiple phases. Offerors are required to submit pricing as outlined on the cost submittal form. **The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.**

OFFERORS QUALIFICATIONS:

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

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

NEGOTIATIONS:

After evaluation of all proposal responses received, SCCPSS reserves the right to enter into negotiations with the Offeror or Offerors that SCCPSS considers best qualified to meet its requirements. Negotiations may be conducted by the District, in its best interest, best and final offer requirements may also be part of the negotiation process or award may be made based on the results of the original offers. SCCPSS reserves the right to reject any and all proposals and to waive any nonconformity, whenever such actions are in its best interest, as determined solely by SCCPSS. Negotiations may include, but are not limited to:

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

VENDOR'S STANDARD OF CARE:

All work shall be done in a thorough and conscientious manner according to the highest standards of care within the industry and shall be subject to inspection by SCCPSS its agents, architects, consultants and others and by the proper authorities. It is expressly understood and agreed that such observations and inspections by SCCPSS, its other contractors and consultants shall not relieve the Vendor from any responsibility for the proper supervision and execution of the Work described in the RFP, or agreed to at a later date.

AMENDMENTS AND MODIFICATION:

The contract, which will be issued upon award, shall be amended or modified only in writing signed by the parties. The modification, amendment, or waiver of part of this Contract shall not constitute a waiver of the whole.

TRANSFER OF CONTRACT:

The contract, which will be issued upon award, shall not be assigned or transferred without the District's prior written consent.

DISCLOSURES:

By signing its Proposal, a Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

By signing its Proposal, a Offeror affirms that, to the best of his/her knowledge, the Proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other vendors in the award of this RFP.

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.

INSURANCE REQUIREMENTS:

All offerors shall provide documentation of Worker's Compensation and Liability Insurance as specified by attachment 'B' of this document, along with proposal response.

INDEMNITY/HOLD HARMLESS:

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

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

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

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

TERMINATION FOR CAUSE/DEFAULT:

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

Specifically, if, through any cause, the offeror(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the offeror violate any of the covenants, agreements, or stipulations of this contract, the Board shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

TERMINATION FOR CONVENIENCE:

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

RFP ACCEPTANCE PERIOD:

A one hundred and twenty days (120) period from RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the ninety-day period, the district will request a time extension, if the evaluation process is inactive.

TRANSITION PERIOD:

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

current provider is not the successful offeror, 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.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

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

INQUIRIES:

Interested PROPOSERS may contact the DISTRICT to get clarification of the proposal. All questions shall be directed to Vanessa M. Kaigler, Director, in writing, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, or by fax at (912) 201-7648 by 11:00 a.m. on January 24, 2012. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the proposal in addition to that contained in the written document. Interpretations of the proposal or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum to all PROPOSERS who requested the RFP. **No questions will be answered by telephone or emails.**

PROTEST:

Any bidder or offeror who wishes to protest the handling or fairness of a solicitation shall express his/her concerns in writing to the Director of Purchasing within five working days of the matter being protested.

The letter of protest shall be taken under consideration by the Chief Financial Officer and the Superintendent and the protesting bidder/offeror shall be notified within ten (10) business days of the result of such consideration.

SPECIFICATIONS/SCOPE OF SERVICES:

The following specifications are not absolute requirements but will be used to evaluate proposals in relation to the district needs. The offerors shall address their response in sufficient detail to allow the district a clear understanding on how your organization would fulfill the listed requirements. The district shall provide transportation services for students participating in the alternative education program. SCCPSS' Alternative Education Program is currently housed at Scott Alternative Learning Center, 402 Market Street, Savannah, Ga. 31408.

(1) Target Population:

The Savannah-Chatham County Public School System is targeting services to eligible students in grades 6-12 and who meet at least one of the following criteria:

- High school dropouts/out of school youth (recovery)
- Over-age students (middle school/2 or more grade levels behind)
- Long term suspended or expelled students
- Eligible students must be residents of Chatham County.

(2) Offeror Criteria:

Offerors must demonstrate capacity to provide youth with secondary educational services that will lead to the completion of a high school diploma, including the following elements:

(3) Program Description:

- Provide academic services for students who are not high school graduates, in grades 6-12 and between the ages of 12 years through 20 years old and are not currently enrolled in an educational program.
- Implement the Georgia Common Core Performance Standards curriculum in delivering instructional services to program students.
- Administer required state and district assessments.
- Implement the board adopted school calendar, unless an alternate calendar is approved.
- Provide evidence of the program's success in school districts with like demographics.
- Describe the research based strategies to be used and how they will increase academic achievement levels for students who are underperforming on district and state tests, and who are at risk of dropping out of school or not graduating.
- Describe how the program will utilize research-based programs designed to improve student behavior, attendance, and academic performance.
- Provide not less than five (5) hours of instructional time per day. Class size, daily attendance and instructional staff ratio must be in compliance with district/state requirements.
- Comply with the legal entitlements of special students identified as special needs and/or limited English proficient.
- Provide written procedures governing intake, evaluation, dismissal, and separation of the students of the alternative school program.
- Provide written policies regarding the conduct and disciplining of students while they are enrolled in the alternative educational program.
- Comply with the district's Code of Student Conduct. Meet with parents to explain policies, procedures rules and penalties for violating them.
- Provide research based alternatives to suspension to include but not limited to peer mediation, alternate school hours/day, school counseling services, etc.
- Provide parents with district and community resources designed to improve student social, emotional, behavior, attendance, and academic performance.

(4) Administrative & Instructional Staff:

- The offeror will meet quarterly or as needed with the District's Administrative staff to discuss the program and the progress of its students.
 - The offeror shall identify an administrator with the authority to make decisions on behalf of the program and who will represent the program, including but not limited to, all required administrative meetings and training.
 - The offerors' teachers must meet the certification requirement as set forth in the State Board of Education Rules and assigned classes in accordance with the Georgia Course Code Directory.
 - All program employees, appointees, or agents who come in contact with students as part of the program must submit to a background check at the offerors' expense in a manner described by the District. The offeror agrees to remove all persons providing services to students under the agreement that do not meet the standards under the District's Board Policies and administrative procedures on criminal background checks and employee history checks. Background checks shall include, local, state, federal and military checks.
- General drug screening on all employees, appointees, or agents who come in contact with students as part of the alternative program, instructional and non-instructional positions shall be conducted. A negative drug screening result shall be a requirement. The cost will be borne by the offeror.
- All teachers must be Highly Qualified as a requirement by the Elementary and Secondary Education Act (ESEA).
 - The offeror shall employ Exceptional Student Education certified teachers (student-teacher ratio of 10:1) to develop, implement and determine mastery of Individual Educational Plan (IEP) goals for special education students.
 - The offeror shall employ an Exceptional Student Education specialist who shall participate in the admission and exiting conference, IEP preparation and staffing, and maintaining Exceptional Student Education compliance for special education students.
 - The offeror shall promptly notify designated District personnel and complete appropriate paperwork in the event that any teacher or staff suspects that a particular District student in the program may have a disability, which may qualify him/her for special education services.
 - The offeror shall employ properly certified substitute teachers for permanent instructional personnel who are temporarily absent due to illness or personal reason.
 - The offeror shall employ certified guidance counselors to develop, select and modify guidance lessons and materials to meet the academic, social and emotional needs of all students.

(5) Student Evaluation:

- The offeror shall conduct an academic assessment of each student upon intake. The results of the assessment, combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in the alternative educational program.
- The offeror shall evaluate students daily, weekly, monthly, and quarterly in areas of academic study using a variety of qualitative and quantitative strategies.
- The offeror shall design a student schedule outlining a course of study that the student is to follow based on their Individual Graduation Plan.
- All courses offered must lead toward a high school diploma.
- The offeror shall address all special education students' needs and shall modify the curriculum as stated on the IEP in order for the student to meet the requirements of a high school diploma.

- The offeror will prepare students for taking any End of Course Tests, and any other district-wide mandated assessment. The offeror will agree to administer the End of Course Tests, and other district-wide mandatory tests on site, utilizing certified staff to meet all legal mandates and district/state policies.
- The offeror shall maintain individual achievement records in a form prescribed by the District for each student. These records should must specify which competencies have been mastered, the date on which the mastery was achieved, and the signature of the certified teacher verifying mastery.
- The District shall periodically evaluate, if they choose, the quality of the alternative educational program. The Superintendent's designee shall give the proposer ten (10) calendar days prior by certified mail. The offeror shall cooperate with the District's employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, the offeror shall be given twenty (20) calendar days to react and draft a response which shall be included in the report to the District.

(6) Student Records:

- The offeror agrees to comply with the District's attendance policy as described in the Code of Conduct. The offeror agrees to take attendance daily and provide data to the appropriate District designee on an agreed upon timeline.
- The offeror will prepare and maintain records relating to all students in the program in accordance with the District's daily quality record requirements to include but not limited to demographic data, assessment data, discipline records, attendance, withdrawal code documentation and other appropriate information, and input such information by using appropriate technology and connectivity.
- The offeror understands that the District must have access to copies of student administrative and educational records in order to effectively participate in the agreement. The offeror agrees to provide the District access to all student, administrative, educational and financial records required for monitoring and evaluating the effectiveness of the program. The offeror agrees to allow the District access to all facilities, including classrooms, during regular operations hours in order to facilitate such monitoring activities.

(7) Additional Program Elements:

- Basic skills remediation
- Leadership development, including soft skills
- Family involvement
- Mentoring
- Career exploration

PROPOSAL SIGNATURE AND CERTIFICATION
(Offeror must sign and return with response)

**RFP 12-70 Alternative Secondary Education Programs and Services for Middle
and High Schools**

Non-Collusion Clause

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this and certify that I am authorized to sign this bid for the bidder. I further certify that the provisions of the Official Code of Georgia Annotated Sections 45-10-20 through 45-10-25 have not been violated and will not be violated any respect.

Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Sworn to and subscribed before me

this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

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

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

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

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

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

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

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

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

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

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