



**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 **Certified Athletic Trainer Services (Annual Contract)**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **02:00:00 PM, May 27, 2010** 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 Wednesday, 05/12/2010 at 10:00:00 AM in Room 306 of the Administrative Complex located at 208 Bull Street, Savannah, GA 31401.

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

All proposals must be submitted in 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 **Margaret E. Disher, CPPB, Lead Buyer** 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 #10-100

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 **Certified Athletic Trainer Services (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.: Margaret E. Disher, CPPB, 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 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, **03:00:00 PM on May 14, 2010**. 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 May 17, 2010**.

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 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 “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 **Certified Athletic Trainer Services (Annual Contract)**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

designation.

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

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

* Submitted in 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 **10-100** 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 #10-100

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 #10-100

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, Capability and Certifications
- D. Project Understanding & Methodology
- E. Schedules and Attachments
- F. Fee Proposal- One (1) original to be submitted with technical proposal, on the form provided, sealed in a separate #10 envelope, and marked with RFP number and title.

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

**Savannah-Chatham County Public School System
Attn: Margaret Disher, CPPB, ESPLOST Lead Buyer
208 Bull Street, Room 213
Savannah, GA 31401**

SOURCE SELECTION METHOD: The competitive sealed proposal procurement process described herein will be conducted in a Three (3) Step Process: Step 1 (Total Possible Points 65) - Submission of Technical Proposals, Pre-qualification of Service Providers, and Establishment of a "Short List" of finalist firms, and requesting clarification statements. Step 2- Interviews/Product Demonstrations, if conducted (Total Possible Points 5) and Step 3 (Total Possible Points 30): The submission of Sealed Fee Proposals. 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 Proposer who lacks accreditation or authorization to provide the services and products requested or who fails to meet the minimum qualification requirements.

STEP 1- TECHNICAL PROPOSAL (TOTAL POSSIBLE POINTS- 65):

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 Offeror's ability to meet the requirements of the RFP.

Business Profile (SECTION B): Describe in this Section, the business organization, who will serve as major project participants, and their respective roles:

- A. Business Organization: Provide a brief description of the firm, it's history, and a statement which describes the firm's experience in providing Certified Athletic Trainer 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. Attach a flow chart.

- B. Structure: Discuss the ownership and organizational structure of your company and its staff qualifications and customer services.
- C. Account Representation: Provide the name(s), title(s), address, phone number, fax number, and email address for each representative(s) who will be assigned to perform services under a resulting contract, and their role under a resulting contract. Include resume's/credentials for each representative and state how long they have been with your firm. Discuss company and staff certifications. Highlight key and relevant experience. Credentials may be subject to verification.
- D. Customer Service: Identify who will serve as the District's Primary Account Representative and the name, address and phone number for whom all contract related correspondence will be forwarded.
- E. Service Center Location: State the name, location, address, phone number, fax number, and email address (if known) of the your Customer Service Center.
- 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, Capability and Certifications (SECTION C): In this section, describe the firm's experience in providing Certified Athletic Trainer Services and its capability to meet the District's goals. State the number of years experience in providing Certified Athletic Trainer 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 Certified Athletic Trainer Services, Include:

- A. Experience: Describe your firm's specialized experience in providing Certified Athletic Trainer Services to educational, government or municipal agencies (preferably K-12 Educational entities located within the Southeast region of the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District. More specifically, address your firm's experience working with high school student athletes.
- B. Staff Certifications & Experience: Provide details of and list project team members experience providing Athletic Training Services to high school students. List all certifications and specialized training or qualifications.
- C. Current Service Commitments: Describe briefly the role that each team member will play in a resulting contract with the District and the time (%) that will dedicated by each. Identify any existing service commitments and/or contract obligations and denote the time (%) that each team member is committed to each of those obligations.
- D. 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.
- E. Client References: Provide a list of five (5) current or past clients that your firm has provided Certified Athletic Trainer 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. Do not use the District as a reference. The District reserves the right to contact any reference provided.

- F. 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.

Project Understanding and Methodology (SECTION D): In this section, discuss (in summary form) the firm's understanding of the Scope of Services requested; any 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 providing Certified Athletic Trainer Services to K-12 educational, municipal or governmental agencies.
- B. Statement of Qualifications: Provide a Company profile that identifies the ability, capacity and skill of your firm, your staff, and your employees that will be providing services under a resulting contract. Attach resumes of each staff member and certified trainers that will be assigned to the contract. Resumes, certificates and other information regarding the professionals assigned may be enclosed in a separate section of your proposal to maintain confidentiality.
- C. Dedicated Trainers: Identify the number of trainers and the number of hours that the Certified Athletic Trainer(s) will be available and assigned to the District on a weekly basis.
- D. Dedicated Account Representative/District's Contract Liaison: Identify the person who will be assigned to the District as it's account representative and their experience supervising multiple athletic trainers and their experience coordinating various service requirements at multiple sites.
- E. Scheduled Vacations and Absences: Describe the process that will be utilized by your firm to assure that sufficient staffing levels are maintained so that scheduled vacations or unexpected illnesses do not interfere with the services to be provided under a resulting contract.
- F. Statement of Work and Deliverable Schedule: Provide a detailed Statement of Work and Deliverable schedule for the proposed service based on a contract and/or projected "Notice to Proceed" Date of 1 July 2010.
- G. "Best Practices": Describe how work loads will be supervised and monitored for quality and attach a copy of your firms "Best Practice Policy".
- H. Progress Reports: Enclose in Section E., samples of all progress reports referenced in the Scope of Service requirements section.
- I. Exceptions: If there are any exceptions to the specifications and or scope of service requirements specified, please explain what they are and why they exist.
- J. District Responsibilities: Describe in detail, what assistance will be required by District staff for your firm to comply with the Scope of Service requirements described herein.
- K. Limitations to Services: Describe any limitations that your firm may have in providing the services requested herein.
- L. Exceptions to the RFP: Identify in Section E., any exception to any provision of the RFP that will need to be resolved prior to the execution of a resulting contract.

Schedules and Attachments (SECTION E.):

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 are required. FAILURE TO ADDRESS ANY AREA ADEQUATELY AND/OR TO SUBMIT COMPLETE RESPONSES MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

- A. Five (5) References- preferably of K-12 educational, municipal or similar agencies located with the Southeast Region of Georgia
- B. Disclosure of Responsibility Statement (Page 13)
- C. Contracting Affidavit and Agreement (Page 14)
- D. Statement of Work/Service Schedule
- E. Samples of Progress Reports
- F. Certificate of Insurance (The District shall be listed as a Certificate Holder)
- G. Copy of 2010 Business License/Tax Certificate
- H. Copy of State of Georgia Certifications and resumes for each trainer proposed
- I. Copy of proposed implementation plan/outline and estimated deliverable schedule (based on a "Notice to Proceed" date of 1 July 2010)

STEP 2- INTERVIEWS/SYSTEM DEMONSTRATIONS (IF CONDUCTED- TOTAL POSSIBLE POINTS 5):

The Technical review panel may decide to conduct interviews with the finalist firms. If interviews are conducted, each of the finalist firms will be scheduled an interview/presentation. The interviews will be scored. It will be the sole discretion of the technical review panel to decide if interviews are required.

STEP 3- FEE PROPOSAL (TOTAL POSSIBLE POINTS 30):

Fee Proposals from the Finalist Firms will be opened, scored and ranked. Proposers will state the basis for their fee on the fee proposal form provided below. Please Note: Only one (1) copy of the fee proposal is required. All fee proposals will be submitted on the form provided by and in the format requested by the District, sealed in a #10 envelope, clearly marked with the RFP number and title, sub-titled "FEE PROPOSAL" and submitted with Technical Proposal (Step 1). *Fee proposals will only be considered from firms that comply with this process.* All fees submitted to perform the Scope of Service requirements stated herein will be "all inclusive". NO FEES OR COSTS SHALL BE STATED IN THE TECHNICAL PROPOSAL PACKAGE. ***COST FOR ALL SERVICES WILL BE "ALL INCLUSIVE" AND WILL INCLUDE ALL OVERHEAD, LABOR, SUPPLIES, EQUIPMENT, MATERIALS, UNIFORMS, INSURANCE, LICENSES, CERTIFICATIONS, TRAVEL EXPENSES, GASOLINE REIMBURSEMENT, FUEL SURCHARGES. ALL PRICES WILL REMAIN FIRM FOR EACH ONE (1) YEAR TERM OF THE CONTRACT. CONTRACT FEES FOR EACH SUBSEQUENT YEAR MAY BE ADJUSTED FOR CHANGES IN THE SERVICE PROVIDER'S COST OF LABOR NOT TO EXCEED THE INCREASE IN THE Consumers Price Index (C.P.I.).** The District reserves the right to "add" or "drop" any school site at any time during the term of the contract and/or to request the re-assignment of a Certified Athletic Trainer to a different school site.

***Total Fee for Trainers at Eight (8) Schools: /Month /Year**

Number of Certified Athletic Trainers to be dedicated to a resulting contract: /Total

Hours to be Dedicated by Certified Athletic Trainer(s) at each School Site (Minimum of 40 hours per week per site required):

- Beach High School: /Per Week**
- Groves High School: /Per Week**
- Jenkins High School: /Per Week**
- Johnson High School: /Per Week**
- Savannah Arts Academy: /Per Week**
- Savannah High School: /Per Week**
- Windsor Forest High School: /Per Week**

(Name TBD) High School: /Per Week

The undersigned, having read and examined the Documents and Attachment "A" specifications entitled Certified Athletic Trainer Services equipment, installation and support services for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.

BY:
SIGNATURE/TITLE

DATE:

FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

FEDERAL TAX I.D. NUMBER:

AVAILABLE TO COMMENCE SERVICES WITHIN /DAYS OF RECEIPT OF CONTRACT AWARD NOTIFICATION AND NOTICE TO PROCEED

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. Offeror must have a minimum of five (5) continuous years prior experience in providing Certified Athletic Trainer Services to educational, governmental or municipal agencies (preferably located within the Southeast Region of the State of Georgia) with scope of service requirements that are similar to or the same as that requested by the District.
- B. Offeror must be authorized and licensed by the State of Georgia to provide Certified Athletic Trainer Services.
- C. Offeror must have an office that is staffed with a minimum of one (1) full-time representative during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.
- D. Offeror must demonstrate its ability to commence services within thirty (30) days of contract award and that it has sufficient technical and support staff to comply with the District's requirements upon the award of a resulting contract.
- E. Offeror must demonstrate that it has a proven system of recruiting staff and that it has sufficient staff levels so that scheduled vacations and or un-expected illnesses to not interfere with services provided.
- F. Offeror must demonstrate its financial stability to perform the services requested.

- G. Offeror must provide with their Technical Proposal submittal the required schedules and attachments identified herein on page (17).

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:

- Demonstrated understanding of the Scope of Service (Methodology)
- Experience in providing Certified Athletic Trainer Services (Experience & Capability)
- Prior Experience working with K-12 Educational Facilities of similar size and scope (Experience & Capability)
- Quality of Project Team and Trainers Proposed (Business Profile)
- Reputation of firm based on references (Experience & Capability)
- Proposed Services(Methodology)
- Proposed Staff Training and Support Plan (Methodology)
- Proposed fees (Fee Proposal)

EVALUATION METHOD AND CRITERIA:

Final award of this RFP is contingent upon funding availability. The District will evaluate all proposals and will select the firm or firm's which meets the best interests of the School District. The District shall be the sole judge of its own best interests in establishing the resulting agreement and it's decision will be final. The District's evaluation criterion for award shall include the following:

SCORING CRITERIA- TOTAL 100 POINTS:

Special Experience, Technical and Professional Competence and Qualifications of the Firm and personnel assigned to the contract- **Total Possible Points 20**

Current Workload and firms ability to complete the work required within District time constraints- **Total Possible Points 20**

Demonstrated understanding of the work to be performed; Completeness and Reasonableness of the plan proposed to provide the services required; Demonstrated ability to comply with all reporting and management requirements- **Total Possible Points 15**

References from similar size K-12 Schools with G.H.S.A.- **Total Possible Points 10**

Quality of Proposal and Oral Interviews (if conducted)- **Total Possible Points 5**

Cost of Services- **Total Possible Points 30**

Please Note: Selection will be made of two (2) or more Offerors deemed to be fully qualified and best suited amongst those submitting proposals. Cost for services will be considered, but will not be the sole determining factor. The Savannah-Chatham County Public School System reserves the right to award a contract to one Offeror, based solely on it's discretion that only one Offeror is fully qualified or the one Offeror is clearly more highly qualified than the others under consideration.

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 District 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.

BASIS FOR AWARD:

In order to be awarded a contract, the proposed Service Provider must be able to demonstrate its ability to perform the work and to provide the services 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 which may include awarding multiple contracts. The District 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 DISTRICT APPROVES THE AWARD OF A CONTRACT. THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.

ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the DISTRICT:

Request for Proposals Issued: April 27, 2010
Pre-proposal Conference: May 12, 2010
Deadline for the submittal of written questions: May 14, 2010
Addendum released: May 17, 2010
Proposal Submittal Deadline: May 27, 2010
Conduct oral interviews (if required) Week of June 7, 2010
Commencement of Services July 1, 2010

RESTRICTIONS ON COMMUNICATING WITH STAFF:

From the issue date of this RFP until the date that the District announces its intention to award a contract, Firms are not permitted to communicate for any reason with any District staff member except as provided under this solicitation or an existing work agreement(s). The official view of the District is that which is provided "in writing" to all interested parties. The District reserves the right to reject the proposal of any Firm that violates this provision.

DISTRICT'S RIGHT TO REQUEST ADDITIONAL INFORMATION:

Prior to a contract award, the DISTRICT must be assured that the selected Firm has all of the resources to successfully perform under a resulting contract. This includes, but is not limited to: an adequate number of personnel with the required skills, the availability of appropriate equipment in sufficient quantity to meet the on-going needs of the DISTRICT; financial resources sufficient to complete performance under the contract; and experience in similar endeavors. If, during the evaluation process, the DISTRICT is unable to assure the Firm's ability to perform, the DISTRICT reserves the right to request from the Offeror additional information deemed necessary to determine the firm's responsibility. If such information is required, the Offeror will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

COLLUSION:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive bidding

COMPENSATION:

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

DISCUSSION OF EXCEPTIONS TO THE RFP:

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise. Please identify with proposal submission any "Exceptions to RFP".

DIRECT CONTACT WITH STUDENTS:

Offerors shall certify that any of their employees who will provide Services under a resulting contract and will be in direct contact with Savannah-Chatham County Public School System students, defined as in the presence of students during regular school hours or during school-sponsored activities, (i) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) such person has not been convicted of a crime of moral turpitude. Bidders/Offerors shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors' employees.

CONTRACT PERIOD:

The contract period shall be from July 1, 2010 through June 30, 2011. Contract fees/rates shall remain firm for the contract period. The contract may be renewed annually for an additional four (4) years upon written, mutual agreement between the County and the successful Offeror. The contract fees for each subsequent year may be adjusted for changes in the contractor's cost of labor not to exceed the increase in the Consumer Price Index.

AWARD OF CONTRACT:

The District reserves the right to reject any or all proposals and to waive any informalities. The Successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP. Any contract resulting from this RFP is not assignable.

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:

The Successful Service Provider will comply with all pertinent Federal, State and Local ordinances and regulations.

The Successful Service Provider will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "A" (Page 27).

GEORGIA OPEN RECORDS ACT:

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other public records to be made public unless otherwise provided by law. The State Purchasing Act was recently amended legislatively through Senate Bill 175 to provide "audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure" (O.C.G.A. Section 50-5-67(d)(4)). Accordingly, to the extent the Offeror has determined this provision is applicable to protect its submitted financial information from disclosure, the Offeror must submit its financial information as a separate document clearly marked as confidential. PLEASE NOTE: Even though information (financial or other information) submitted by an Offeror may be marked as "confidential", "proprietary", etc., the DISTRICT will make its own determination regarding what information may or may not be withheld from disclosure.

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.

TERMINATION OF CONTRACT:

The Savannah-Chatham County Public School System reserves the right to terminate the contract/purchase order immediately in the event that the Successful Service Provider discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds. Failure of the Successful Service Provider to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the District. Notwithstanding anything to the contrary contained in the contract/purchase order between the District and the Successful Service Provider, may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the Service Provider. If the termination clause is used by the District, the Service Provider will be paid by the District for all scheduled work completed satisfactorily by the Successful Service Provider up to the termination date set in the written termination notice.

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.

TERMINATION FOR LACK OF FUNDING:

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Successful Service Provider by the

Savannah-Chatham County Public School System (SCCPSS) is solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable there under, the agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Service Provider the occurrence thereof.

ATTACHMENT "A"

SPECIFICATIONS

RFP #10-100

Certified Athletic Trainer Services (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.

1.0 GENERAL DESCRIPTION:

The Savannah-Chatham County Public School System herein after referred to as the "DISTRICT" is seeking proposals from qualified firms herein after referred to as "SERVICE PROVIDER", interested in providing State of Georgia Licensed and Certified Athletic Trainer Services to High School student athletes under the direction of a State of Georgia Certified Physician or by a written referral received from a Private Physician. It is the District's intention to award contracts to one or more firms as required to ensure that the needs of the student athletes are met during the year. However, the District reserves the right to award a contract to one (1) qualified Service Provider if it is deemed in its best interest to do so. This RFP is intended to promote and permit competition. The resulting contract(s) will ensure that continuous Certified Athletic Trainer Services are provided to the District as required. The majority of all services will be provided between August 1st through June 30th of each fiscal year. A minimum of one (1) Certified and State licensed Athletic Trainer will be assigned to each of the eight (8) high schools identified herein. The initial commencement date of a resulting contract(s) is 1 July 2010 or as specified in the contract document.

2.0 PERFORMANCE PERIOD:

The RFP will establish a contract to be in effect for a period not to exceed twelve (12) months from the date of contract award, with renewal options for four(4) additional one year terms if all parties agree. Prices will remain firm for each contract term.

3.0 BACKGROUND:

The Savannah-Chatham County Public School System (SCCPSS) is a medium sized school district which enrolls approximately 35,000 students in grades kindergarten through twelve. The school district is currently comprised of thirty (30) elementary schools, eleven (11) middle schools, seven (7) high schools, and seven (7) other alternative educational facilities. The District employs approximately 5,300 staff members which are assigned to sixty-three (63) work sites. The District will be opening an eighth (8th) High School prior to the 2010/2011 school year.

4.0 SCOPE OF SERVICES- ATHLETIC TRAINER:

A. The Service Provider will be required to provide Certified Athletic Trainer Services for both Varsity and Junior Varsity athletes during all Home and Away contests. The Certified Athletic Trainer(s) will be available every weekday and on weekends and holidays when there are practices and/or games

scheduled or as determined by the Director of Athletics. Certified Athletic Trainer(s) will adhere to scheduled hours at each school assigned. Regular hours for treatment and injury assessment will be established for each school. Certified Athletic Trainer will assist during the summer with CPR training for Coaching staff and the implementation of law requiring the use of Automatic External Defibrillators (AEDs) during all of the following:

- a. Varsity contests and practices
- b. Junior Varsity contests and practices
- c. District, Regional, Sectional and/or State events, when requested by DISTRICT.
- d. School coverage of event and practices will be at the discretion of each schools specific event and practice schedule.
- e. Sports included are Varsity, Jr. Varsity, and 9th grade programs as applicable for the following:
 - Baseball
 - Basketball
 - Cheerleading
 - Cross Country
 - Football
 - Golf
 - Rifflery
 - Soccer
 - Softball
 - Swimming
 - Tennis
 - Track & Field
 - Volleyball
 - Wrestling

Note: Travel for all events will be based upon prioritization and will be established by the Athletic Director for each site

C. Physical and Play Monitoring: Certified Athletic Trainer will be required to determine an individual's readiness to participate in athletics in accordance with District and State rules and regulations and will arrange a free mass pre-participation screening session twice a year with a Certified Physician in compliance with GHSA regulations and will provide a spreadsheet to AD at each school and County AD for the system which indicates student eligibility or medical disqualification to play.

C. Equipment: Certified Athletic Trainer will advise in the selection, fit, function and maintenance of athletic equipment.

D. Injury Management: Certified Athletic Trainer will provide on-site recognition, evaluation, and immediate treatment of illnesses and injuries which occur during games and/or practices. With "proof of" permission to administer "over the counter" and/or prescription medications. Certified Athletic Trainer will provide follow up treatment and/or assistance with obtaining physical evaluation as needed within Chatham County City limits. Certified Athletic Trainer will facilitate and will perform rehabilitation and reconditioning within the Chatham County City limits.

E. Record Maintenance: Certified Athletic Trainer will maintain accurate records of injuries, treatments and will provide copies to the Athletic Director on a monthly basis. All records are considered property of and will remain property of the District.

F. Emergency Action Plan: Certified Athletic Trainer will develop and implement a comprehensive emergency plan for each sports team in regards to assigned site.

G. Game Coverage: Certified Athletic Trainer will provide coverage at all home games. Certified Athletic Trainer will also travel with the teams (based on prioritization) of each of the eight (8) High Schools. Prioritization coverage of games with all impact sports (football, wrestling, soccer) will be approved by and established by the site Athletic Director.

H. Practice Coverage: Certified Athletic Trainer will provide coverage at the practice sessions for all impact sports (football, wrestling, and soccer).

I. Communication: Certified Athletic Trainer must carry a cellular phone to allow for notification of injuries that occur during uncovered practice sessions. Cell phones will be programmed with both the Coach and AD contact information as well as on the Field cell number to facilitate optimal communication. Certified Athletic Trainer will be required to see athlete within 24 hours of injury for an assessment. 911 will be the backup plan for any serious injury.

J. Training Room Supplies: Certified Athletic Trainer will conduct an inventory of training room at the beginning of each school year, at midyear, at the end of the school year, or any time upon request by the Director of Athletics, and will recommend supplies to be ordered for the District to allow for bulk ordering and cost reduction.

K. Weather and Heat Monitoring: Certified Athletic Trainer will document daily all weather and heat conditions and will continuously monitor during times of inclement weather or extreme heat and will communicate conditions directly to the Athletic Director and Coach.

L. Referrals: In the unfortunate event that an athlete has an injury requiring more individual attention than his/her coverage, the Certified Athletic Trainer will refer the athlete to whichever facility is dictated by the student's insurance or parent's choice.

M. School Locations:

1. Beach High School- 3001 Hopkins Street, Savannah, GA 31405
2. Groves High School- 100 Wheathill Road, Savannah, GA 31408
3. Jenkins High School- 1800 Derenne Avenue, Savannah, GA 31406
4. Johnson High School- 3012 Sunset Blvd., Savannah, GA 31404
5. Savannah Arts Academy- 500 Washington Avenue, Savannah, GA 31405
6. Savannah High School- 400 Pennsylvania Avenue, Savannah, GA 31404
7. Windsor Forest High School- 12419 Largo Drive, Savannah, GA 31419
8. (Name TBD) High School- 170 Whitmarsh Island Road, Savannah, GA 31410

N. Hours of Service: The District expects for a dedicated Certified Athletic Trainer will be assigned, on a full-time basis, a minimum of forty (40) hours per week, to each of the eight (8) high schools listed above. In the event of an unexpected vacancy, a substitute will be provided and/or an alternate service schedule, meeting the minimum hours per week requirement, must be submitted to and approved by the school principal, the Athletic Director, and the District's Liaison, the Office of Academic Affairs.

O. Scheduling of Events: A schedule of events will be provided annually to the Service Provider(s) and scheduling will be confirmed with each School's Athletic Director. Services will be required on weekdays, Monday through Saturday, throughout the school year, and will remain consistent with the District's calendar for the 2010/11 school year and the approved calendars for each subsequent school year. Athletic Trainers are required to travel with athletic teams during all sporting events. Certified Athletic Trainer will be required to conduct District business during and after normal business hours and on

weekends or holidays. Contact names and phone numbers for each Certified Athletic Trainer assigned shall be provided to the District Liaison prior to contract award.

P. Coordination of Service Requirements: The Certified Athletic Trainer will work closely with each school's principal and athletic director to:

1. Establish daily hours of operation for the athletic training room.
2. Understand the Comprehensive Emergency Action Plan for that school.
3. Administer a Student Athletic Aide Program in accordance with the school's activity guidelines.
4. Establish and maintain a working relationship with a designated Physician and a community of Physicians (at no cost to the District).
5. To complete Blood Borne Pathogens Exposure Control Plan Training provided by the District and to comply with the regulations contained therein.
6. Maintain complete, adequate and quality medical records on all injuries and rehabilitation procedures conducted.
7. Comply with any and all District rules, regulations and policies regarding health care delivery.
8. Work closely with the District to ensure that proper coverage of sporting activities is provided based on risk, and that all coverage is mutually agreed upon.

5.0 SERVICE PROVIDER REQUIREMENTS:

A. Qualified Personnel: The Service Provider will utilize only qualified and trained Certified Athletic Trainer personnel for the positions and duties to which they are assigned. The Service Provider shall have been regularly engaged as a provider for athletic training for students.

B. Licenses/Certification: Service Provider will submit with proposal copies of all appropriate Certifications and support documentation to attest that each Certified Athletic Trainer is in compliance with each of the requirements listed below. The Service Provider will provide the following for each staff person that will have direct contact with students. *The requirements shall apply to all employees who have direct contact with students so long as the contract is in force. Requirements include:*

- a. Copies of Certifications and a current Driver's License for any employee who operates a vehicles as a part of their job function.
- b. Evidence of Certification by the National Athletic Trainers Association Board of Certification (NATABOC) for each Certified Athletic Trainer assigned to the District. Each Certified Athletic Trainer will maintain the standards established by the NATA role delineation study.
- c. Each Certified Athletic Trainer must be a member in good standing with the NATA and be must be licensed or eligible by the GA Board of Medicine to engage in the practice of athletic training. All credentials must be current and in good standing.
- d. Proof of Security Background Investigations: The Service Provider and all employees performing service under a resulting contract will be required to undergo a security background investigation which, at a minimum, will include the following:
 - Fingerprint checks (State, Federal and Military Police)
 - Local Agency checks (Police, Sheriff's department, etc.)
 - Employment Verification and Reference checks.
 - Verification of Education and Licensure as applicable and relevant to employment.
 - Computer checks with the Georgia Criminal Information Network (GCIN) and the Georgia Department of Motor Vehicles (DMV).

- Social Service checks- Child Abuse and Neglect Central Registry Search.

Please Note: If background checks are current within a one (1) year period, the background check may be accepted if Offeror is selected for the award of a contract.

C. The Service Provider will review all investigative reports to ensure that only those employees whose record(s) show no convictions or founded child protective service complaints for acts which would present a risk or threat to the students of District are assigned to a resulting contract. By submitting a proposal, the Service Provider certifies that he/she understands the Security Background Investigation requirements, and if awarded a contract, will comply therewith. Failure to comply will result in immediate termination of contract and liquidated damages as determined by the District.

D. The Service Provider further understands that failure to conduct any of the above requirements and/or failure to provide an acceptable explanation of derogatory information obtained through the investigation is considered a breach of contract and may result in a default action.

E. Liaison Services: The Service Provider will designate annually, in writing, a Coordinator to handle and assist in any and all problems concerning contract administration and communications and relations with the Districts Liaison, the Office of Academic Affairs.

F. Confidentiality of Records: The Service Provider will maintain the confidentiality of records in accordance with applicable laws and regulations; however, the Service Provider will provide complete access to said records to District and will be required to sign a confidentiality agreement with District.

G. Incident Documentation and Reporting: The Service Provider will document and report all serious incidents as defined and required by GDOE policies and procedures. A copy of the code of student conduct of District will be provided to the Service Provider after contract award.

H. Program Compliance: The Service Provider will operate the program in conformance with all applicable Federal, State and Local Government statutes and ordinances.

6.0 DEDICATED CONTRACT REPRESENTATIVE:

Upon the award of a contract, the Service Provider will designate a dedicated Contract Representative, to supervise all Certified Athletic Trainers and to work directly, on a daily basis, with the District's Liaison, The Office Academic Affairs (or her/his designee). Contract Representative will be responsible for supervising (on a daily basis) all Certified Athletic Trainers assigned to a resulting contract, and for scheduling each site with dedicated and any alternate coverage (due to absences and/or vacations) that may be necessary during the term of the contract.

A. The Contract Representative will be required, at a minimum to perform the following duties:

1. Evaluate and manage all types of athletic injuries and illnesses.
2. Complete and submit all required documentation as per District policies and guidelines.
3. Effectively manage all clinical assignments performed by Certified Athletic Trainers
4. Effectively manage and resolve all service complaints.

6.0 DISTRICTS' RESPONSIBILITIES:

Savannah-Chatham County Public School System will designate an individual(s) to act as the District's Liaison for all services performed under a resulting contract. The District's Liaison shall coordinate the

services, and shall have the authority to make decisions (in writing) binding the successful Service Provider(s) employees on matters within the scope of the contract. Any materials and/or assessment instruments will be provided by District.

All Scope of Service components to be provided annually shall be submitted, reviewed and approved by the District's Liaison. The District's Liaison will be responsible for providing the Service Provider with an annual school calendar, sports schedules and will coordinate any services that may be required in the event that a sport season is extended due to Regional and/or State contests.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

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

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

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

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

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

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

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

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

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM. LMWBE FORM 4 BID #10-100