



**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 **School Nutrition - Cleaning Products SY 2008-2009**. 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, July 22, 2008** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

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

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

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

If you have any questions concerning this proposal, please submit them in writing to **Joan Carter** 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 #09-05

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 **School Nutrition - Cleaning Products SY 2008-2009** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

All invoices should be mailed to:

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

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

D. General Specifications/Scope of Work

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F Submittal of Objections

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

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

G. RFP Interpretations/Addenda

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

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

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **05:00:00 PM on July 11, 2008**. 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 July 14, 2008**.

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 **School Nutrition - Cleaning Products SY 2008-2009**", 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 **09-05** 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.

FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM

RFP #09-05

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 #09-05

SUBMITTAL REQUIREMENTS:

Proposals must be submitted on 8 1/2" x 11" paper, and prepared simply and concisely. This proposal shall be submitted to The Savannah-Chatham County Purchasing Department, 208 Bull Street, Room 213, Savannah, GA 31401. Elaborate artwork, expensive paper, visual, and other presentation aids are not required. Proposals should be as thorough and detailed as possible so that the Board may properly evaluate the offeror's capabilities to provide the required services.

In order to be considered for selection, offerors must submit a complete response to this RFP; one (1) unbound original and three (3) copies of the proposal shall be submitted to the Board. No other distribution of the proposal shall be made by the offeror. 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. All documents provided with this **Request for Proposal** document must be signed and completely filled out as required.

1. Proposer's Profile: Provide a vendor profile which includes, but is not limited to, the following:

- A.** Company name, Address, Number of Employees, Years in Business providing cleaning products services;
- B.** Clearly outline a brief description of the underlying philosophy of your firm in providing cleaning products services and in particular those relative to educational facilities.

2. Project Understanding:

The Offeror shall provide a written narrative statement to demonstrate his or her understanding of the scope of work.

3. Approach and Methodology:

The Offeror shall provide a written narrative describing the approach/methodology to providing services which includes the following areas:

- A. Quality and convenience of the cleaning products proposed.
- B. Service and employee training for School Nutrition employees on use of the products proposed.
- C. Training manual documentation.

D. Documentation on any ego-friendly products proposed.

4. References

Provide a minimum of three major account references from recent customers for whom you have provided cleaning (chemical) supplies (preferably educational institutions).

The following information will be needed: Company name, contact name, position or title, telephone number, fax number and E-mail address.

5. Cost

The cost proposal must be submitted in a separate sealed envelope clearly marked **COST PROPOSAL**. **The attached Proposer Submittal Form shall be included with the proposal submittal in a separate sealed envelope.**

PROPOSER SUBMITTAL FORM

RFP 09-05

FIRM SUBMITTING PROPOSAL _____

ITEM	DESCRIPTION	Unit of Measure (gallons, pails, quarts, box, pair, each, etc.)	BRAND/MFG and Product Number	UNIT COST
1	Heavy duty pot and pan detergent			
2	Sanitizer for pots, pans			
3	Degreasing Detergent			
4	Grease Trap Cleaner			
5	OSHA approved dispensers & spray bottles			
6	Multi-purpose cleaner for windows and serving lines			
7	Liquid hand soap with dispenser "USDA approved"			
8	Elbow-length pot & pan gloves			

	(must protect hands from hot water)			
9	Flexible Gloves (appropriate to wear when cleaning)			
10	Dry Rinse Agent (for drying dishes)			
11	Destainer for Permanent Ware School Trays			
12	Oven Scrapers (for cleaning oven)			
13	Goggles (to protect eyes)			

**PROPOSER SUBMITTAL FORM
RFP 09-05**

ITEM	DESCRIPTION	Unit of Measure (gallons, pails, quarts, box, pair, each, etc.)	BRAND/MFG and Product Number	UNIT COST
14	Laundry Detergent			
15	Non-Chlorinated Bleach (for clothes)			
16	Oven Cleaner (non caustic)			
17	Solid Powder for Dish Machines			
18	Bathroom Cleaner			
19	Freezer/Cooler Floor Cleaner (will reduce slips and falls)			
20	Stainless Steel Cleaner/Wipes			
21	Lime Away Descaler (for equipment with boilers)			
22	Floor Cleaner			

DELIVERY CAN BE MADE WITHIN _____ DAYS ARO.

PAYMENT TERMS: _____

ADDENDUM RECEIVED: (Y) _____ (N) _____ (N/A) _____

FIRM SUBMITTING PROPOSAL: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

ATTACHMENT "A"

SPECIFICATIONS

RFP #09-05

School Nutrition - Cleaning Products SY 2008-2009

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 INTENT

The SCCPS School Nutrition Program is seeking a company to supply chemicals for each school kitchen and to provide training for the staff. Offeror's should read the entire section of **Material Specifications/Sanitation/Products** carefully. Failure to comply with the specifications may provide grounds for rejection of the proposal.

BASIS OF AWARD

The following factors will be used to evaluate each proposal:

1. Quality and Convenience of Cleaning Products 25 pts.
2. Service and Employee Training 30 pts.
3. Quality of References and Contracts 05 pts.
4. Green Factor 10 pts.
5. Cost 30 pts.

Total 100 pts.

The Board will weigh these factors from each offeror and be the sole judge as to the relative merits of each proposal. The Board reserves the right to accept or reject any or all proposals, and waive informalities.

Quality and Convenience of the Cleaning Products (25 points)

Points will be determined by such factors as quick and easy change of product in machine, safety and spillage control of containers, weight of products and ease of installation by staff. Other such factors include effectiveness of cleaning trays, pots, pans, flatware and other small wares, as well as the drying agent effectiveness. If the school district has used or tested the product in the past year, that data will be used in calculating this category. One (1) sample for each product proposed shall be supplied to the district prior to the proposal opening date. Samples should be sent to School Nutrition Office, 208 Bull Street, Rm 310, Savannah, GA 31401. Samples must be clearly marked with company name, RFP number, and corresponding item number for the product proposed.

Service and Employee Training (30 points)

Points will be determined by such factors as providing and documenting training for school base staff, providing a useful employee friendly training manual and laminated MSDS sheets displayed in book and/or mounted on the walls for each location, checking each site quarterly and providing documentation of each site visit, and providing electronic reports of site visits to the SNP Director. Company should also provide assistance within a 24-hour period as needed.

Quality of Reference and Contracts (5 points)

Points will be determined based on years the company has been in business, number of employees to service the school district and repair and maintain the dispensing equipment for the school district.

Green Factor (10 points)

Points will be awarded to the vendor that has the ego friendly products.

Cost (30 points)

Total cost shall include individual portions or bulk solutions with dispensers and labels, instructions for mixing chemicals in English and Spanish, hardware installation, goggles, gloves and training. Proposal should reflect not only the expected costs of providing chemical supplies but also the cost of providing supplemental services such as training, removal and installation of new dispensers, and servicing each site quarterly.

PERFORMANCE PERIOD

This proposal will establish a contract to remain open for one (1) year from the contract award date. Prices submitted on this proposal shall be firm for one (1) year beginning with the contract award date. **The Savannah-Chatham County Public School district will not honor or consider any price increase, fuel surcharge or add-on cost during the established performance period.**

Extension for an additional one (1) year period will be considered if the vendor customer service, employee training, ego friendly products are available and prices remain the same. Product complaint report is attached. SNP Managers are required to document all problems related to training, service calls and inappropriate behavior demonstrated by the vendor. The applicant report will be distributed to SNP Procurement Technician. A formal complaint will be sent to the vendor from the SCCPSS Purchasing Director. The complaint report form is attached to the RFP.

PROPOSAL ACCEPTANCE PERIOD

A ninety-day (90) period from proposal 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. In the event no extension is requested, the solicitation shall be deemed canceled.

TRANSITION PERIOD

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

In addition, if the current provider is not the successful bidder, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

BILLING AND INVOICES:

Invoices for purchases made by school cafeterias are paid by the Chatham County Board of Education Finance Office. In order to facilitate the handling of these invoices, the awardee must adhere to the following instructions.

All items on delivery tickets must be billed according to description of item quoted on the bid. Unit prices for all items shall be recorded and invoices shall be accurately extended. The awardee must issue delivery tickets and credit memos in triplicate and all three (3) copies must be signed by a qualified purchasing official.

2 copies (original and 1 carbon) left with cafeteria manager at time of delivery.
1 copy to be returned to awardee.

All cancellations or merchandise returns must be recorded by driver on all 3 copies of delivery tickets, or "pick-up tickets".

Do not mail statements to individual schools. Mail statements to the Chatham County Board of Education, Attn: School Food & Nutrition Accounting, Room 119, 208 Bull Street, Savannah, Georgia 31401. Invoices will be paid on a monthly basis. No invoice will be paid until goods are delivered. Please invoice each shipment separately.

COMPLAINT REPORT:

The "Complaint Report" will be used by the cafeteria manager to record deficiencies in service, product, containers, etc. The contracted company will be notified of all legitimate complaints.

If the contracted company is unable within a reasonable length of time to correct a deficiency that has been filed by the majority of the cafeteria managers, corrective action in the best interest of the Chatham County Public Schools, will be taken.

DELIVERY TIMES AND PLACE:

The prices quoted shall be for deliveries to all schools in the district. All drop sites require deliveries nine (9) months per year. Some drop sites, however, may require deliveries for summer feeding programs, in which case this contract shall include such deliveries.

Deliveries shall be made between the hours of 7:00 a.m. and 9:30 a.m., unless special arrangements are made in advance. Deliveries shall be made Monday through Friday except school holidays or closing days (due to inclement weather).

Deliveries are to be made inside schools and placed where directed by manager. Sidewalk and door deliveries MAY NOT be accepted and MAY RESULT IN NONPAYMENT.

Drivers and helpers shall deliver merchandise into designated storage areas at each school; they shall not be required to store merchandise on shelves in walk-in holding rooms.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket shall be receipted (signed by a designated school receiver). Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver.

MATERIAL SPECIFICATIONS / SANITATION/PRODUCTS:

The successful bidder must provide and deliver to each kitchen site, as a condition of this request and at no additional cost, cleaning chemicals and supplies in sufficient quantity to meet the levels of sanitation required by the health department and school system. Package labeling must exhibit clear dilution and use directions in English and Spanish. Products, Instructions, Material Safety Data Sheets (MSDS) & Dispensers should be color coordinated. Detergents must dilute instantly in hot, cold, hard or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions. At minimum these chemicals and supplies must include:

- Ø A HEAVY DUTY POT AND PAN DETERGENT
- Ø A SANITIZER FOR POTS AND PANS
- Ø A DEGREASING DETERGENT
- Ø GREASE TRAP CLEANER
- Ø OSHA-APPROVED DISPENSERS & SPRAY BOTTLES
- Ø MULTI-PURPOSE CLEANER FOR WINDOWS & SERVING LINES
- Ø A USDA APPROVED LIQUID HAND SOAP WITH DISPENSER
- Ø ELBOW-LENGTH POT AND PAN GLOVES (to protect hands in hot water while washing pots & pans)
- Ø FLEXIBLE GLOVES APPROPRIATE TO WEAR WHEN CLEANING
- Ø DRY RINSE AGENT FOR DRYING DISHES
- Ø DESTAINER FOR PERMANENT WARE SCHOOL TRYS
- Ø OVEN SCRAPERS (for cleaning oven)
- Ø GOGGLES (to protect eyes)
- Ø LAUNDRY DETERGENT

- Ø NON-CHLORINATED BLEACH FOR CLOTHES
- Ø OVEN CLEANER – NON CAUSTIC
- Ø SOLID POWDER FOR DISH MACHINES
- Ø BATHROOM CLEANER
- Ø FREEZER/COOLER FLOOR CLEANING THAT WILL REDUCE SLIPS AND FALLS
- Ø STAINLESS STEEL CLEANER WIPES
- Ø LIME AWAY DE SCALER FOR EQUIPMENT WITH BOILERS
- Ø FLOOR CLEANER

Dish Machine Detergent: For use in mechanical spray dish machines. Must effectively clean, rinse, condition and fast dry typical trays, flatware, pans, etc. in an institutional kitchen. The product can be chlorinated. The product must not cause corrosion on pans. Use of the product shall cause no discoloration or deleterious action on fixtures or equipment. Product must be in a liquid form to reduce clogging and packaged in spill-proof containers.

Drying Agent: Product must effectively eliminate water spotting and speed the drying process by reducing water surface tension so that the water sheets off more rapidly and completely. The product must give maximum rinse coverage. Product must be in a liquid form to reduce clogging and packaged in spill-proof containers.

Lime / Scale Remover: Acidic chemical products used to remove lime build up in dish machines, convections, steamers, etc. without damage to unit.

Sanitizer: To be used in dish machines where water temperature is not over 140 degrees Fahrenheit.

Respondents are to attach a syllabus of their Food Service Safety / Sanitation System. It is the offeror's responsibility to provide clear, detailed information about all materials and services being proposed. All services and materials listed must be provided to each school kitchen as part of the proposed service and included in the cost of this contract. At minimum the syllabus should include:

- 1) A copy of all training materials, including videos, posters, etc. with an explanation of use. (Training on safe food handling must follow HAACP guidelines and be presented under the direction of a certified HAACP Trainer.)
- 2) Copies of report forms used to document: service activities; the level of each school kitchen's safety and sanitation performance; and the types and quantities of materials delivered to each site.
- 3) A sample master schedule.
- 4) A sample Procedures and Reference Guide.

- 5) A list of support materials necessary for the effective use of cleaning chemicals such as dispensing equipment, spray bottles, etc. Include a corresponding sample of each.
- 6) A list of all cleaning chemicals and supplies, with corresponding samples, that would be provided to each site as part of this proposal.

Routine scheduled service calls, measurable training, efficiency analysis, documentation and reporting, along with effective, easy to use cleaning supplies / chemicals are mandatory requirements of this contract. They will be considered equally with price in determining the awarding of this request for proposal.

RECORDS RETENTION:

Records related to the relationship with this Program through this proposal must be held for possible inspection for six (6) years.

SCHOOL CLOSING:

Where a non-scheduled school closing occurs and the schools are unable to notify the vendor before the delivery begins, or in the event the vendor is informed of a non-scheduled closing on the morning of delivery, the schools shall accept and store the order provided personnel are on hand to do so.

SERVICE LEVEL:

All original orders shall be filled at 100% at the scheduled delivery.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID

If an Offerer 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 Offerer 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 offerers.

TERMINATION OF CONTRACT:

The district may terminate the contract, if the successful offeror(s) fails to perform at the level specified in the contract document. The successful offeror(s) may terminate the contract if the school district fails to meet the specified payment terms. Each party shall follow the procedure outlined below if a contract is to be terminated:

1. Issue warning letter and outline violations and length of time to correct the problems.
2. Issue letter of Intent to Cancel Contract, if problem is not resolved by a given

date.

3. Issue letter to cancel contract.

Settlement terms will include payment for all services and products delivered satisfactorily, but may not include payment for documented inferior service or product.

TERMINATION FOR CAUSE/CONVENIENCE:

The Board reserves the right to terminate this agreement, or any part hereof, for cause or its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder. In the event of termination for cause, the Board shall not be liable to the Awarder for any amount for supplies or services not accepted, and the Awarder shall be liable to the Board for any and all rights and remedies due as a result of the cancellation of this agreement. If it is determined that the Board improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

The Board reserves the right to cancel any contract if and when services are determined to be unsatisfactory. The Board's Purchasing Director and the Director of School Nutrition Department shall be the sole judge in this matter.

**SCHOOL FOOD AND NUTRITION PROGRAM
PRODUCT/SERVICE EVALUATION
COMPLAINT REPORT FORM**

Name of Product/Service _____

Date Product/Service was received _____

Company providing Product/Service _____

IF A PRODUCT:

Brand _____

Amount unsatisfactory _____

Unit price \$ _____ Amount of credit due (if applicable) \$ _____

Describe the complaint about the product:

IF A SERVICE:

Describe the complaint about the service:

School: _____

Manager's Signature: _____ Date:

Send one copy to the School Nutrition Central Office and keep one copy for the school's file.

LISTING OF SCHOOLS

ELEMENTARY SCHOOLS		ELEMENTARY SCHOOLS- CONT.	
Bartow	1804 Stratford St., Savannah, GA 31401	West Chatham	820 Pine Barren Road, Pooler, GA 31322
Bloomingtondale	101 E. Main St., Bloomingtondale, GA 31302	White Bluff	9902 White Bluff Road, Savannah, GA 31406
Butler	1909 Cynthia St., Savannah, GA 31415	Windsor Forest	414 Briarcliff Circle, Savannah, GA 31419
East Broad	400 East Broad St., Savannah, GA 31401		
Ellis	220 E. 49th St., Savannah, GA 31405	MIDDLE SCHOOLS	
Gadsden	919 May St., Savannah, GA 31405	Bartlett	207 Montgomery Crossroads, Savannah, GA 31406
Garden City	4037 Kessler Ave., Garden City, GA 31408	Coastal	170 Whitemarsh Is. Rd., Savannah, GA 31410
Georgetown	649 W. Jones St., Savannah, GA 31415	Derenne	10009 Clinch St., Savannah, GA 31405
Gould	1516 King George Blvd., Savannah, GA 31419	Hubert	768 Grant St., Savannah, GA 31401
Haven	4910 Pineland Dr., Savannah, GA 31405	Mercer	201 Rommel Ave., Garden City, GA 31408
Heard	5111 Dillon Avenue, Savannah, GA 31405	Myers	2025 E. 52nd St., Savannah, GA 31404
Hesse	9116 Whitfield Ave., Savannah, GA 31406	Oglethrope Academy	707 Stiles Avenue, Savannah, GA, 31401
Hodge	1101 W. Victory Dr., Savannah, GA 31401	Shuman	415 Goebel Ave., Savannah, GA 31404
May Howard	115 Wilmington Is. Rd., Savannah, GA 31410	Southeast	6030 Ogeechee Rd., Savannah, GA 31419
Islands	4595 US 80 East,	West Chatham	800 Pine Barren Rd.,

	Savannah, GA 31410		Pooler, GA 31322
Isle of Hope	100 Parkersburg Road, Savannah, GA 31406		
Largo Tibet	430 Tibet Avenue, Savannah, GA 31406	HIGH SCHOOLS	
Juliette Low	15 Blueridge Ave., Savannah, GA 31404	Beach	3001 Hopkins St., Savannah, GA 31405
Marshpoint	135 Whitemarsh Is. Rd., Savannah, GA 31410	Groves	100 Wheathill Rd., Garden City, GA 31408
Pooler	308 Holly Ave., Pooler, GA 31322	Jenkins	1800 Derenne Ave., Savannah, GA 31406
Port Wentworth	507 S. Coastal Hwy., Savannah, GA 31407	Johnson	3012 Sunset Blvd., Savannah, GA 31404
Pulaski	5330 Montgomery St., Savannah, GA 31405	Savannah Arts Academy	500 Washington Ave., Savannah, GA 31405
Jacob G. Smith	210 Lamara Drive, Savannah, GA 31405	Savannah High	400 Penn Avenue, Savannah, GA 31404
Southwest	6020 Ogeechee Rd., Savannah, GA 31419	Windsor Forest	12419 Largo Dr., Savannah, GA 31419
Spencer	100 Bouhan Ave., Savannah, GA 31402	Woodsville-Tompkins Technical & Career Inst.	151 Coach Joe Turner Dr., Garden City, GA 31408
Thunderbolt	3313 Louis St. Thuderbolt, GA 31404		
		ALTERNATIVE SCHOOLS	
		Alternative Education & Alternative School	402 Market St., Savannah, GA 31408
		Coastal Georgia Comprehensive Academy	2001 Cynthia St., Savannah, GA 31401

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 #09-05