



Savannah-Chatham County Public School System

208 Bull Street / Savannah, Georgia 31401 / (912) 395-5600

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for **Educational Interpreter for the Deaf (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 **7/27/2017 2:00:00 PM**, at which time they will be publicly opened and a list of offerors registered. If offeror is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Offerors are to clearly mark the outside of your envelope with "No Response".

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

All offerors are encouraged to attend a pre-proposal conference on **Friday, July 14, 2017 at 9:00 AM** at District Central Office located at **208 Bull Street, Savannah, Georgia 31401 in Room 103**.

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

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

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

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

Sincerely,


Sabrina Scales, CPPB
Purchasing Director

Mission - To ignite a passion for learning and teaching at high levels.

Vision - From school to the world: All students prepared for productive futures

"AN EQUAL OPPORTUNITY EMPLOYER"

REQUEST FOR PROPOSAL # 18-01

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board" or the "District," or the "Savannah-Chatham County Public School System," or the "SCCPSS") is soliciting sealed proposals for **Educational Interpreter for the Deaf (Annual Contract)** as specified in this Request for Proposal (RFP). The successful offeror(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

1. Purchase Order Number
2. RFP Number (RFP 18-01)
3. Serial Number (as applicable)
4. Part Number/Description/Nomenclature
5. Quantity Ordered
6. Quantity Shipped
7. Site Destination

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

All invoices should be mailed to:

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

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

D. *General Specifications/Scope of Work*

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

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

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

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

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

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

E. *Discontinuation of Equipment*

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

F. *Submittal of Objections*

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

G. *RFP Interpretations/Addenda*

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

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

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will 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, **Monday, July 17, 2017**. The Board shall not be

responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda before the seventy-two (72) hours prior to the date and time set for opening proposals

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

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

To the maximum extent permitted by Georgia law, the Offeror shall indemnify and hold harmless the District, its Board Members, officers and employees (collectively the "Indemnitees") from any and all claims, liabilities, damages, losses and costs, including, but not limited to, the District's reasonable attorneys' fees and expenses incurred in the defense thereof, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Offeror or anyone employed or utilized by the Offeror in the performance of this Agreement. The parties do not intend for this indemnification provision to extend to claims for loses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

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

Q. "Responsive" Offeror Criteria

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

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

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

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

T. *Compliance with Specification/Terms and Conditions*

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

U. *Award of Contract*

The District reserves the right to reject all Proposals or any Proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to not award a contract to any Offeror, to cancel this RFP, and re-advertise the project using a similar or different competitive process at any time before the Board of Education votes to award the contract as a result of this RFP.

A contract, if any is awarded, will be awarded by means of the process described in this paragraph and in Attachment "A" using the evaluation criteria in Attachment "A."

Proposals received after the time and date for submittal stipulated herein this RFP will not be opened, reviewed, or considered. Proposed services, cost, and other factors, must be met to the satisfaction of the District in order for a Proposal to be considered responsive.

The Purchasing Department will review the submitted Proposals to determine whether they are responsive and meet the formatting required by this RFP.

V. *Vendor Performance*

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

W. *Signed Proposal Considered Offer*

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

X. *Public Information*

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

II. *Proposal Submittal Instructions*

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

A. *Completion of Certification Form & LMWBE Program Information Form*

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

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

2. Complete the LMWBE Information Form with pertinent information for minority/women/majority designation.
3. Complete the "Where Did You Hear About This Proposal" section. This information is for statistical use only.
4. Complete all pertinent documents within Attachment "C".

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

- * Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.** Facsimile, printed, copied or typewritten signatures are not acceptable.
- * Submitted in a sealed envelope, which is plainly marked with the RFP number and title, and date and time of proposal closing. If proposal materials require additional envelopes, then all mailing articles must be combined together and marked as described above.
- * Submitted on proposal forms as included in this RFP and in accordance with instructions stated above.
- * Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Proposal Opening date and time. Whether sent by mail or by means of personal delivery, the offeror assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Late proposals will be returned unopened to the offeror.
- * Proposals submitted by facsimile transmission will not be accepted.
- * Considered an irrevocable offer for a period of one hundred twenty (120) days from the date of public proposal opening.

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **RFP # 18-01** 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 Offeror shall provide a lump sum price totaling all items on this RFP.

B. *Samples/Demonstrations*

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

C. *Warranty*

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **twelve (12) months** from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.

IV. RFP Forms and Attachments A, B, and C.

The Savannah-Chatham County Public School System (SCCPSS) RFP Forms listed below are a part of this RFP. In order for a Proposal to be considered responsive, Forms 1 through 7 must be fully completed, executed, and submitted as a part of the Proposal, along with the Cost Submittal Form which shall be submitted in a separate sealed envelope clearly marked "Fee Proposal for RFP 18-01." Failure to submit and execute the forms will render a Statement non-responsive.

Attachment A is also part of this RFP and contains important information regarding the specifications for the goods and services requested and the expected terms of performance. Any provision in Attachment A that is different from these general instructions takes priority.

Attachment B is also part of this RFP and contains important insurance information.

Attachment C is also part of this RFP provides information on the L/WMBE policies and requests information to be submitted with Offeror's Proposal.

**BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
RFP # 18-01**

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 Offeror, have read the instructions to Offeror and agree to be bound by the provisions of the same.

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

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

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

Contact Person for This Bid Phone Number

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

Local and/or Minority/Woman Business Enterprise Development Information

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

- | | |
|---|--|
| <input type="checkbox"/> Local | <input type="checkbox"/> Woman |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Asian-American | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Majority | <input type="checkbox"/> Non-Local |

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

- | | |
|--|--|
| <input type="checkbox"/> City of Savannah, Dept. of Economic Development | <input type="checkbox"/> The Herald Legal Ad |
| <input type="checkbox"/> Received Request by Mail | <input type="checkbox"/> The Savannah Tribune Legal Ad |
| <input type="checkbox"/> Visiting the Purchasing Office | <input type="checkbox"/> Savannah News Press Legal Ad |
| <input type="checkbox"/> Other: _____ | |

Name, Title Authorized Signature Date _____/_____/20____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public; My Commission Expires: _____

**SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM- PURCHASING DEPARTMENT
NO BID STATEMENT**

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

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

- Specifications- Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*
- Manufacturing- Unique item, production time for model has expired, etc.
- Bid Time- Insufficient time to properly respond to bid or proposal.
- Delivery Time- Specified delivery time cannot be met.
- Payment - Payment terms unacceptable. *(Please be specific)*
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - Remove our firm from your bidders list for the particular commodity or service.
- Keep - Please keep our company on your bidders list for future reference.
- Project is: _____ / Too Large _____ / Too Small _____ / Site or Location is Too Distant
- Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*

VENDOR STATEMENT:

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

- Prime Contractor Sub-Contractor Supplier/Distributor

Bid/RFP Number: _____ Title: _____

Signature/Title

Company Name

Telephone Number

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

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
2. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
3. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
4. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
5. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
6. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____
7. Company Name: _____
Contact Person: _____
Phone Number: _____ FAX Number: _____
E-Mail Address: _____

FORM 3

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY REPUBLIC

My Commission Expires

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_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY REPUBLIC

My Commission Expires

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

FORM 5

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

_____, 201_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY 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 convictions or civil judgments under state or federal antitrust statutes.
4. 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.
5. List any prior suspensions or debarments by any government agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of material and workmanship.
8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
9. List any pending civil actions against company for nonperformance of contract.

I, _____, of _____
Name of Individual Title & Authority *Company Name*

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

Signature

State of *County of*

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

RFP 18-01
Educational Interpreter for the Deaf (Annual Contract)
PROPOSER SUBMITTAL FORMAT

All proposals shall be:

1. Submitted on 8 1/2" x 11" paper, and prepared simply and concisely.
2. 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.
3. Submitted in a sealed envelope, which is plainly marked with the proposal number and title, and date and time of proposal closing. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. If proposal materials require additional envelopes, then the proposal package must be combined together with the envelope on top.
4. Thorough and detailed as possible so that the Board may properly evaluate the offeror's capability to provide the required services.
5. Submitted on proposal forms as included in this RFP and in accordance with instructions stated.
6. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public closing 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. Late proposals will be returned unopened to the proposer.
7. Proposals submitted by facsimile transmission or e-mail will not be accepted.
8. Considered an irrevocable offer for a period of one hundred twenty (120) days from the date of public proposal opening.

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

In order to be considered for selection, proposer must submit a complete response to this RFP; one (1) unbound original and three (3) copies of the proposal shall be submitted to the Board. Proposers must also submit one (1) reproducible CD-ROM or flash drive of the proposal. Its content must be constructed from commercial grade software such as Microsoft Word. No other distribution of the proposal shall be made by the offeror.

The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal. Proposers are required to submit the following items as a complete proposal:

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

EVALUATION METHOD CRITERIA:

The Board will evaluate proposals and will select the offeror(s) which meets the requirements within this Request for Proposal and the best interests of the Board. The Board shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Board's decision will be final. The Board's evaluation criteria may include but shall not be limited to consideration of the following:

1. Company Qualifications and Experience (Total Possible Points = 25)

- a. Provide a brief history of the company including the number of years in business providing temporary staffing services for the professional position(s) requested in this solicitation.
- b. Provide resumes which include qualifications and responsibilities of staff expected to be assigned to SCCPSS. Indicate the individual(s) who will serve as the primary contact for SCCPSS.
- c. Provide a list of professional positions your company can provide and include brief summary of the position with the qualifications of the candidates submitted.

2. Methodology and Operations (Total Possible Points = 30)

- A. Describe your hiring process to including:
 - 1. Recruiting process
 - 2. Screening process (including background check and drug screening)
 - 3. Testing
- B. Describe your billing procedures.
- C. Provide a description of any reporting options that will be available to SCCPSS.
- D. Describe any minimums hours your firm has as it relates to job assignment.

3. Reference (Total Possible Points = 10)

All offerors shall include at least five (5) client references. References shall include the complete business name, telephone, fax numbers, email address and contact name. The District prefers to contact K-12 School District's within the State of Georgia which your firm has provided the same type of services for in the last three (3) year period. Reference checks will be used to verify experience, qualifications and customer satisfaction. Any negative responses from reference checks may result in the disqualification of the company.

4. FEES (Total Possible Points = 35)

The fee proposal shall be submitted in a separate sealed envelope clearly marked "Fee Proposal for RFP 18-01" and be provided in the following format as provided on the Cost Submittal Form.

RFP 18-01
Educational Interpreter for the Deaf (Annual Contract)
Cost Submittal Form

1. Cost must be all inclusive of all overhead to include recruiting, screening, background check, drug testing, and testing. The District will not be responsible for any additional reimbursement of cost other than the stated hourly rate for services actually performed.

DESCRIPTION	HOURLY RATE
1. Hourly Rate for Educational Interpreter Services	/per hour

In submitting this Bid, I agree to the following:

1. To hold my proposal valid for a period of one hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this solicitation.
3. To accomplish the work in accordance with the contract documents and specifications.

Date

Firm submitting bid: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax: _____

Email Address: _____

Name of individual submitting bid: _____

Title: _____

Signature of individual submitting bid: _____

FORM 8
ATTACHMENT "A" SPECIFICATIONS
RFP# 18-01

The project specifications listed in this section supersede any contradictory references made in the General Terms and Conditions of this solicitation package.

1. GENERAL INTENT

The intent of these specifications is to solicit formal proposals for **Educational Interpreter for the Deaf (Annual Contract)** for the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the Offeror. Adequate information to allow the Board to evaluate those exceptions must be submitted with the proposals. If proposing on other than specified, the proposal must clearly identify those exceptions in the proposal.

Successful offeror will provide temporary staffing services for Educational Interpreter(s) to the District on an as needed basis. The individuals Interpreter(s) supplied shall be responsible for being the interpreter for deaf/hard-of-hearing students and for providing other support services to those students to facilitate communication between hearing impaired students and the classroom teacher, their hearing peers, and other school system personnel.

The Interpreter will report directly to the school Principal with daily direction from the assigned classroom teacher(s).

2. "CONE OF SILENCE" REQUIREMENTS

A "Cone of Silence" is imposed upon this Request for Proposals (RFP) after advertising, and terminates at the time the Board of Education awards a contract. The Cone of Silence prohibits any communications by written, oral, or electronic form by, or on behalf of, a prospective Offeror for this solicitation, including any persons affiliated with or in any way related to a prospective Offeror, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the bid, program managers, or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular vendor or vendors and to prevent prospective Offerors from circumventing the process for selection set forth in this RFP.

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

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

3. GRATUITY PROHIBITION

The successful Offeror shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this proposal.

4. AUTHORITY

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

5 SUBMITTALS AND ATTACHMENTS

Offeror is required to enclose with bid the following forms, certifications, and licenses. Failure to do so may result in your bid being deemed as non-responsive.

- A. Forms 1 through 7 (Forms 1, 2, 3, 4 and 7 are required). (Forms 2, 5, and 6 as applicable)

- B. Certificate of Insurance (Limits stated in Section on Insurance; Offeror/Offeror will list the District as a Certificate Holder).
- C. Copy of Current Business License/Tax Certificate from the jurisdiction where your firm conducts business.
- D. State of Georgia License (As Applicable)
- E. Completed W-9 Form

For proposals or bids to be considered, offerors/offers shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

6. BASIS OF CONTRACT AWARD

If awarded, the RFP will be awarded to the responsive and responsible offeror(s) meeting or exceeding the District's specifications. No proposal may be withdrawn for a period of one hundred twenty (120) days after time has been called on the date of opening except in accordance with the provisions of law.

The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The District reserves the right to re-advertise or terminate this invitation to bid at any time before the Board of Education awards a contract for any reason. The District reserves the right to cancel, recall, and/or re-issue all, or any part of this solicitation, at any time.

By written request to the Purchasing Department, Offeror/offeror may withdraw from the solicitation process at any time before the closing date or receipt of bids/proposals.

The Board reserves the right to accept that proposal which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest cost. The Board also reserves the right to award primary, secondary, and tertiary vendors if in the best interest of the Board.

Proposals will be evaluated based on the following criteria, outlined in more detail above:

- Company Qualifications and Experience
- Methodology and Operations
- References
- Fees

7. CONTRACT CHANGES

By written notice to the contractor, SCCPSS may make changes, within the general scope of the contract.

8. ASSIGNMENT OF CONTRACT

The contract shall not be assignable by the Offeror in whole or in part without the written consent of the Savannah-Chatham County Public School System.

9. DESCRIPTION

The successful Offeror will be required to provide the products and services requested herein. This procurement will result in an annual service contract. Any deviations from the specifications must be clearly noted by the Offeror. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

In the event that an offeror is offering other than stated in the specifications, the offeror must provide complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the offeror. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final.

Payment will not be released to the Offeror to all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.

10. SCOPE OF WORK

SERVICES:

Successful offeror will provide temporary staffing services for Educational Interpreter(s) to the District on an as needed basis. The individuals interpreter(s) supplied shall be responsible for being the interpreter for deaf/hard-of-hearing students

and for providing other support services to those students to facilitate communication between hearing impaired students and the classroom teacher, their hearing peers, and other school system personnel.

The Interpreter will report directly to the school Principal with daily direction from the assigned classroom teacher(s).

EDUCATIONAL REQUIREMENTS:

Required: High School Diploma

Preferred: Bachelor's Degree and college coursework in sign language

EXPERIENCE, SKILLS, AND CERTIFICATION REQUIREMENTS:

Valid Georgia Interpreter License

RID Certification

DUTIES AND RESPONSIBILITIES:

Communication:

- Provide interpreting and/or transliterating services for deaf and hard-of-hearing students.
- Facilitate communication through the use of sign language, spoken English, cultural mediation, and knowledge about accessibility.
- Interpret with: social and academic settings, direct and overheard conversations, class instruction, lectures, and tests, extracurricular activities, parent meetings, assemblies, etc.
-

Confidentiality:

- Keep all assignment-related information strictly confidential.
- Encourage staff members to collaborate with each other instead of using the interpreter as a source of information.
- If requested, give information to the Individualized Education Plan (IEP) team about the student's skills regarding use of interpreting services.

Professionalism:

- Follow the NAD-RID Professional Code of Conduct
- Render the message faithfully, always conveying the content and the spirit of the speaker, using the language most readily understood by the student.
- Function in a manner appropriate to each interpreted situation, demonstrating professional appearance, conduct, and promptness.
- Further knowledge and skills through participation in workshops, professional meetings, interaction with professional colleagues, and reading current literature in the field.
- Maintain high professional standards by virtue of certification, ethical practices, and professional memberships.

Other Student-based Responsibilities:

- Provide guidance to the educational staff in the correct methods for note taking and captioned materials for the hearing impaired students.
- Participates in educational team meetings, including the development and review of the Individualized Educational Plan, especially to provide insight on the success of communication strategies.
- Assists in providing orientations to deafness for hearing students and staff.
- Meets all staff development training required by state law and state standards.
- In the absence of the student being served, educational interpreter may be reassigned by school principal to any appropriate special education staff at that school.
- Performs other duties as necessary for the effectiveness of the organization.

QUANTITIES:

The estimated number of hours per year are 1500, based on a 200 day schedule at 7.5 hours per day, but may vary from year to year. The quantities given are estimated quantities for the contract period and are intended only as a guide for the offeror. The Board does not obligate itself to utilize the full quantities indicated, even so, the hourly rate offered must be allowed whether or not the utilization requirements are less than the full quantities indicated. The Board's requirements may exceed the quantities shown and the successful offeror shall be obligated to fulfill all requirements.

CONFIDENTIALITY:

Any student information is strictly confidential and shall be treated as such. The successful proposer shall maintain strict confidentiality with regards to student records. Violation of the District's Confidentiality Clause shall result in immediate termination of contracted services. The successful proposer shall take all reasonable measures to secure student records to prevent inadvertent disclosure.

BILLING AND REPORTS:

1. All offerors shall provide description of available monthly, quarterly and annual reports.
2. All offerors shall describe billing methods, which at a minimum, shall be monthly. Invoices shall indicate individual providing services, dates and hours of services, and name of student.

11.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

12.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID

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

13.0 REQUEST FOR INTERPRETATION

Interested Offerors may contact the District to obtain clarification of the bid. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648 no later than **5:00 PM, Monday, July 17, 2017**. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Offerors by written addendum to all Offerors who requested the bid. **No questions will be answered by telephone or emails.**

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

14.0 PROTESTS

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

15.0 RIGHTS OF REJECTION

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

16.0 PROPOSAL ACCEPTANCE PERIOD

A one-hundred twenty (120) day period from bid 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 one-hundred twenty (120) day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed cancelled.

17.0 PERFORMANCE PERIOD

This proposal will establish an annual contract to remain open for one year beginning with the award of the contract. SCCPSS reserves the right to extend the contract for additional two (2) twelve month periods with bilateral agreement.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

18.0 TRANSITION PERIOD

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

19.0 TERMS OF PAYMENT & INVOICING

Offerors/Offerors shall invoice the Board after the services have been accepted by the requesting site representative and/or site administrator. **Payment terms are 2% 10 Net 40.**

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

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. RFP Number **18-01**

All original invoices should be mailed to:

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

20.0 QUANTITIES

The estimated quantities given are intended only as a guide for the Offeror. The Board does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the estimated annual quantities shown and the successful Offeror shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract.

Offerors failing to honor or fulfill purchasing requirements during the established performance period, is subject to be removed from the Offeror's list for two (2) bid cycles.

21.0 TAXES

Offeror will timely pay all taxes lawfully imposed upon offeror with respect to this Contract. Offeror makes no representation whatsoever regarding any tax liability of offeror, nor regarding any exemption from tax liability related to this Contract.

22.0 DAMAGES

The Offeror shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.

23.0 MINIMUM OFFEROR QUALIFICATIONS

- A. The offeror shall be established in the business of providing the requested services.
- B. The offeror shall have been in business for a minimum of five (5) years.

- C. The offeror will submit a minimum of five (5) references, preferably from K-12 agencies located within the State of Georgia that the offeror has provided commodities to in the past five (5) years that are similar to or the same as that requested herein. References shall include: name of a viable contact person, email address for the current contract representative, and a phone and fax number.
- D. The Offeror will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

24.0 SUPERVISION OF OFFEROR PERSONNEL

The Offeror must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

25.0 OFFEROR PERSONNEL

Offeror's staff is expected to present a professional appearance. All personnel of the Offeror will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they are on District property. The following code of conduct will be adhered to by the Offeror, his agent(s) and/or his employees:

- A. Offeror will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Offeror is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.
- B. All employees of the Offeror shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.
- C. The use of tobacco or tobacco products on Board property is prohibited by State law.
- D. The Offeror will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Offeror liable for any liquidated damages and/or forfeiture of Performance Bond.
- E. The Offeror or employees of the offeror are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
- F. The employment of unauthorized or illegal aliens by the Offeror is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Offeror knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.
- G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Offeror found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.
- H. By submission of a bid, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Offeror's employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such offeror

Please Note: If any employee of the Offeror or Sub-offeror is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Offeror or Sub-offeror. If the Sub-offeror fails to terminate said employee, the Sub-offeror's agreement with the Offeror for the District's contract will be terminated. If the Offeror fails to terminate said employee or fails to terminate the agreement with the Sub-offeror who fails to terminate said employee, the Offeror's agreement with the Board shall be terminated.

26.0 SUBCONTRACTING

The Offeror shall not subcontract any part of the work to be covered by this contract without the District's prior written approval.

The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors City/County Business License must be attached.
- Documentation of each sub and sub-subcontractor's manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

27.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

Offeror(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

28.0 FISCAL FUNDING

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

29.0 INDEMNIFICATION

Offeror (Contractor) hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the "SCCPSS," the "District," or the "Owner"), the Board of Education for the City of Savannah and the County of Chatham (the "Board of Education"), and any Program Manager serving as the Owner's representative for a project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent they are caused by the Offeror (Contractor), its agents, employees or others working at the direction of Offeror (Contractor) or on its behalf., or due to any breach of a contract resulting from this RFP by the Offeror (Contractor), or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Offeror (Contractor). This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence, recklessness, or intentional misconduct of the Indemnitees.

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

30.0 INSURANCE REQUIREMENTS

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

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

- a. *Commercial General Liability*- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
- b. *Automobile Liability*-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- c. *Worker's Compensation Insurance*- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq..
- d. *Umbrella Liability*- Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

Upon notification of award the successful Offeror will be given seven (7) days to supply insurance certificates with the

Board named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted bid. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

31.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

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

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

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

32.0 LITIGATION HISTORY

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

33.0 COMPLIANCE WITH LAWS

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

34.0. CONTROLLING LAW AND VENUE

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of any of Georgia's choice-of-law rules that might result in the application of another jurisdiction's laws.

35.0 OBLIGATION OF OFFEROR/CONTRACTOR

By submitting a proposal, the Offeror covenants and agrees that they are satisfied from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

36.0 SCHEDULING OF WORK

All work will be scheduled with the District's Contract Representative, Dr. Andrea DeShazo, or their designee. Offeror/Offeror will be required to sign in and out at the work site during normal/school hours.

37.0 OWNER'S RIGHT TO PROSECUTE THE WORK

Time being of the essence, if the Offeror shall be declared in default, both the Offeror and any surety agree that the Owner may, after giving the Offeror and any surety the required notice and time if any is required, without prejudice to any other remedy and without invalidating any performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Offeror or, at the Owner's option and without prejudice to the Owner's rights against the Offeror and any surety, the Owner may terminate the Offeror and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Offeror and finish the Work by whatever method the Owner shall deem expedient.

38.0 EFFECT OF LATER DETERMINATION

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Offeror, the termination shall be considered to be a Termination

for Convenience and the sole remedy available to the Offeror shall be the contractual treatment of the termination pursuant to Section 40 and without any other damages or relief.

39.0 OWNER'S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT

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

40.0 OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE

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

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

.ATTACHMENT "B" INSURANCE REQUIREMENTS
RFP# 18-01

Before performing any work on the awarded contract, the successful Offeror 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 Offeror shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful Offeror shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as additional insured under awarded Offeror's insurance policy for the duration of this contract.

ATTACHMENT "C" LMWBE BUSINESS PARTICIPATION PROGRAM
RFP# 18-01

It is the policy of the Board of Public Education ("owner") that LMWBE's shall have the maximum opportunity to participate in school board projects. The Offeror 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 Offeror 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 Offeror 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 Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their businesses.

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

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

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

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

The successful Offeror 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

For the purposes of this policy, 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 or 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 with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and
4. American Indian: A person with origins from the indigenous people of North America.

For the purposes of this policy, 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.

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

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

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

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

**ATTACHMENT "C" – Exhibit #1
PROPOSED SCHEDULE OF LMWBE PARTICIPATION**

NAME OF OFFEROR/PROPOSER: _____ BID #: 18-01

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

**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 Offeror will include, but not limited to, the following:

<p>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please explain:</p>
<p>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>Communicating with the Savannah Entrepreneurial Center to assist with identifying available qualified LMWBEs.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No If no, which agencies were used to identify potential LMWBE Subcontractors?</p>
<p>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>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.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</p>	<p>Please explain efforts:</p>

**ATTACHMENT "C" – Exhibit #3
JOINT-VENTURE DISCLOSURE STATEMENT**

NAME OF OFFEROR/PROPOSER: _____ BID #: 18-01

If the prime Offeror 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 #: 18-01

PROJECT TITLE: _____

DATE: _____ PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUB-CONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

CUMULATIVE LMWBE MONTHLY REPORT: \$ _____

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: _____ Signature: _____ Title: _____

NOTES:

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