



**an equal opportunity
employer**

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Lawncare Services for Various Sites (Annual Contract)**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **11:00:00 AM, March 7, 2013** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Tuesday, 02/19/2013 at 10:00:00 AM in Savannah High School, Media Center, 400 Pennsylvania Avenue, Savannah, Georgia 31404.

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #13-50

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 **Lawncare Services for Various Sites (Annual Contract)** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

All invoices should be mailed to:

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

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

D. General Specifications/Scope of Work

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F. Submittal of Objections

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

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

G. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn.: Margaret Disher, CPPB, Lead Buyer

208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **03:00:00 PM on February 20, 2013**. 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 February 22, 2013**.

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

Q. “Responsive” Offeror Criteria

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

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

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

T. Compliance with Specification/Terms and Conditions

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

U. Award of Contract

The contract, if awarded, will be awarded by means of a two- step process as described in Attachment “A” Specifications for **RFP 13-50 LAWNCARE SERVICES FOR VARIOUS SITES (ANNUAL CONTRACT)**.

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

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

designation.

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

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

* Submitted in the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

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

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

* Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **13-50** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

The offerors shall provide a **unit price for each item** on this RFP which will remain valid throughout the

stipulated performance period or until delivery is completed. Price shall include the items as specified. If so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

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

B. Samples/Demonstrations

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

C. Warranty

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

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

RFP #13-50

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 #13-50

Please Note: The fee proposal form and Attachment A supersede any information stated in the General Terms and conditions of this solicitation document.

CONE OF SILENCE REQUIREMENTS:

A "Cone of Silence" is imposed upon this RFP after advertising, and terminates at the time the Board awards a contract. The Cone of Silence prohibits any communication regarding this RFP between, among others which includes: Potential vendors, service providers, proposers, lobbyists or consultants, any member of the District's professional staff, or their respective staff and members, respective selection committee members, or any elected official. The Cone of Silence does not apply to oral communications at pre-proposal conferences, site visits (as applicable), oral presentations before selection committees, contract negotiations or communications in writing at any time unless specifically prohibited by this RFP document. In addition to any other penalties provided by law, violation of the Cone of Silence by any offeror shall render any RFP voidable by the District. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District

FORMAT OF RESPONSES: To be considered, proponents must submit a complete response to the Request for Proposal. The format provided below is not negotiable. To assure a uniform review process and obtain maximum degree of comparability, each proposal shall include the following content and be presented in tabbed sections in the following order:

- A. Executive Summary/Cover Letter
- B. Business Profile
- C. Experience and Capability
- D. Project Understanding and Methodology
- E. Other relevant Facts/Information
- F. Schedules and Attachments

Each Technical Proposal must be submitted in one (1) original and five(5) copies and one (1) copy on CD-Rom to:

Sabrina L. Scales, C.P.P.B., Interim Purchasing Director
Savannah-Chatham County Public School System
Purchasing Department
208 Bull Street, Room 213
Savannah, GA 31401

STEP I- TECHNICAL PROPOSAL (TOTAL POSSIBLE POINTS 65)

Executive Summary (SECTION A): The Executive Summary of the Proposal shall be limited to three (3) single spaced typewritten pages. The purpose of the Executive Summary is to provide a high level description of the offerer's ability to meet the requirements of the RFP.

Business Profile (SECTION B- Total Possible Points 10): Describe in this section, the

business organization,
who will serve as major project participants, and their respective roles.

- G. Business Organization: Provide a brief description of the firm, its history, and a statement which describes the firm's experience in providing Lawn care and Landscape Maintenance Services. State the full name, address, telephone number, fax number, and email address of the management or subordinate firm that will perform or assist in performing the services described herein. State if the firm has operated under a different name within the past 10 years. If so, State the name that the firm previously operated under.
- H. Structure: Discuss the ownership and organizational structure of your company and its staff qualifications and customer service.
- I. Account Representative: Identify who will serve as the District's contract representative and the name, address, phone number, fax number, cell phone number, and email address for whom all contract related correspondence will be forwarded.
- J. Service Technicians: Identify the customer service professionals (including foreman) who will be dedicated to the contract, their role in the contract, the number of hours to be dedicated by each to the contract, and state how long they have been with your firm. Provide contact information, including names and phone numbers, for District representative during normal service hours, after service hours (evenings), and for emergencies.
- K. Organizational Changes: State what changes have occurred in the firm over the past six months in regard to staff, capital, organizational structure, etc. and the reason for any changes. Also state any additional changes that the firm plans to implement over the next six months and the reason for the changes. State any previous business names that your firm has operated under within the past ten (10) years.
- L. Conflict of Interest Statement: Identify any professional or personal financial interests which could be a possible conflict of interest in representing the District. In addition, all firms shall further disclose any arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts, and that no employee or elected official of the District has any personal or beneficial interest whatsoever in the services and/or property described herein.
- M. M/WBE Commitment: Describe your firm's commitment to M/WBE and local businesses.

Experience and Capability (SECTION C- Total Possible Points 40): In this section, describe the firm's experience in providing lawn care and landscaping services and its capability to meet the District's goals, Number of years experience providing Lawn Care and Landscape Maintenance Services to establishments of similar size, scope, and type. Discuss your firm's experience and qualifications in providing lawn care services to organizations of similar type and size; Indicate the number of years the company has been in business providing lawn care services; Include:

- N. Experience: Describe your firm's specialized experience in providing lawn care and landscape services to government agencies (preferably within the Southeast region of the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District.
- O. Financial Capability: Provide documentation that will allow the District to determine that your firm has sufficient resources and the financial stability to perform the services requested. Approved documentation includes copies of the firm's Annual (Audited) Financial Reports and/or Irrevocable letters of credit. This information shall remain confidential and will not be made part of the public record.

- P. Client References: Provide a list of five (5) current or past clients that your firm has provided lawn care or landscape maintenance services to within the past five (5) years. Include a brief description of the scope of services provided to each, date(s) of services, client name, and the name, address, phone number, fax number, and email address (if known) of the contract representative. The District reserves the right to contact any reference provided.
- Q. 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 current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.
- R. Current Service Commitments/Responsibilities: State what existing contractual agreements that your firm currently has and identify the responsibilities and time (%) that each proposed supervisor/foremen and service technician will need to dedicate to those agreements.
- S. Materials and Equipment: Briefly describe the types of equipment that will be used in conjunction with the resulting contract and attach an equipment inventory list (See Section F. Schedules and Attachments).
- T. Staffing Levels: Describe your firm's staffing levels and ability to provide the services requested herein and to maintain adequate staffing levels so that scheduled vacations or unexpected illnesses do not interfere with the services required.
- U. Contract History: Provide complete details of any contract that has not been renewed or has been terminated with your firm within the past five(5) years. State reason(s) for the termination or non-renewal.

Project Understanding and Methodology (SECTION D- Total Possible Points 15): In this section, discuss (in summary form) the firm's understanding of the Scope of Services requested; any special techniques, procedures, software, or equipment that will be used or applied; expectations regarding the District's responsibilities and contributions; limitation in delivering the required services; etc. Describe how your firm will comply with specifications and the Scope of Service requirements; Include:

- V. Compliance with Specifications/Scope of Service Requirements: Describe how you firm will comply with the specifications and Scope of Service requirements included herein.
- W. Exceptions: If there are any exceptions to the specifications, please explain what they are and why they exist.
- X. District Responsibilities: Describe your firm's expectations regarding the District's responsibilities and contributions.
- Y. Limitations to Services: Describe any limitations that you firm may have in providing the services requesting herein.
- Z. Transition/Implementation Plan: Describe your firm's methodology and approach to guarantee a successful and smooth transition of services within a thirty (30) day time frame.
- AA. Other Services: Describe any additional services that will be provided to the Savannah-Chatham County Public School System, at no additional cost, upon the award of a contract.
- BB. "Best Practices": Describe your firm's service standards and guidelines and your interpretation of "Best Practices".
- CC. Service Warranty: (All Lawn Care Services, equipment and materials provided will conform to the highest standards of professional care and practice). Provide a detailed description of the service warranty offered. Describe in detail how the work, including equipment and materials used or provided will conform to the highest standards

of professional care and practices. Demonstrate how the work proposed will be of high quality and free of faults, defects or errors.

- DD. *Impact on Services:* Discuss what impact a resulting District contract will have on existing company service accounts.

Other Relevant Facts/Information (SECTION E): In this section, Enclose copies of any and/all required solicitation signature pages and attachment requirements, a statement of disclosure allowing the Board to evaluate any possible conflicts of interest, firm references, and any other information not specified elsewhere that is considered pertinent by the firm.

Schedules and Attachments (SECTION F):

In addition to the instructions set forth in Section II, Item A of the RFP document, a provision for the following forms, certifications and licenses is required. FAILURE TO ADDRESS AN AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION:

31. Certification Form (Page 11)
32. Minority/Women Business Development Form (Page 12)
33. Contracting Affidavit and Agreement (Page 13)
34. Disclosure of Responsibility Statement Form (Page 14)
35. Certificate of Insurance for the minimum limits identified on page 29 (The District shall be listed as a certificate holder)
36. Copy of Category 24 Chemical State of Georgia License
37. Schedule of Services to be performed on a monthly basis
38. Copy of 2013 Business License/Tax Certificate
39. List of all assets and equipment to be used in conjunction with the contract. List will identify the Brand/Model/Year for each piece of equipment.
40. MSDS Sheets (Prior to contract execution)
41. References (Page 11 and 16)
42. Completed W-9 Form

STEP 2- FEE PROPOSAL (TOTAL POSSIBLE POINTS 35)

Offerer will state in Step 2. the basis for his/her cost to provide the requested Lawn Care Services. All Fee proposals will be provided on the form provided herein on pages 18 through 19. All unit prices will include the initial cost to establish an acceptable service standard at each site and will include all travel, fuel surcharges, overhead, equipment, supplies, insurance, licensing, permits, labor, materials, etc. All fee proposals must be stated on the form provided, sealed in a #10 envelope, and submitted with Technical Proposal. NO FEES OR COSTS SHALL BE IDENTIFIED OR DISCLOSED IN TECHNICAL PROPOSAL (STEP I). **Fee proposals that are not submitted on the form provided will be deemed non-responsive. Note: The maximum number of Fee Proposal points will be given to the firm offering the lowest cost to provide services. Points assigned for other Fee Proposals will be determined by multiplying the maximum number of available points by the percentage difference from the lowest responsive and responsible offerer.**

FEES ARE TO BE STATED ON THIS PAGE AND ON PAGE 18, SEALED IN A #10 ENVELOPE THAT IDENTIFIES IT'S CONTENTS AS "RFP #13-50 FEE PROPOSAL" AND SUBMITTED WITH

TECHNICAL PROPOSAL. ONLY THE ORIGINAL (1) SIGNED COPY OF THE FEE PROPOSAL IS REQUIRED. FEE PROPOSALS WHICH ARE NOT SUBMITTED IN THE FORMAT SHOWN AND ON THIS FORM WILL BE CONSIDERED "NON-RESPONSIVE".

SITE:	SCHOOL/ADDRESS: (Acreage)	CUTTING SEASON	MONTHLY	QTY:	TOTAL
1.	Hesse Elementary 9116 Whitfield Avenue	April to October		X7	
	12.38 Acres	November to March		X5	
2.	Beach High School 3001 Hopkins Street	April to October		X7	
	21.87 Acres	November to March		X5	
3.	Derenne Middle School 10009 Church Street	April to October		X7	
	38.06 Acres	November to March		X5	
4.	Georgetown Elementary 1516 King George Blvd.	April to October		X7	
	22.97 Acres	November to March		X5	
5.	Groves High School 100 Wheathill Road	April to October		X7	
	24.36 Acres	November to March		X5	
6.	Mercer Middle School 201 Rommel Avenue	April to October		X7	
	9.47 Acres	November to March		X5	
7.	Scott Learning Center 402 Market Street	April to October		X7	
	14.80 Acres	November to March		X5	
8.	Southwest Elementary 6020 Ogeechee Road	April to October		X7	
	42.76 Acres	November to March		X5	
9.	Southwest Middle School 6030 Ogeechee Road	April to October		X7	
	18.58 Acres	November to March		X5	
10.	W-T Early College 101 Wheathill Road	April to October		X7	
	16.04 Acres	November to		X5	

		March			
11.	W-T Technical & Career 151 Coach Joe Turner Dr.	April to October		X7	
	16.04 Acres	November to March		X5	
12.	West Chatham Elementary 820 Pine Barren Road	April to October		X7	
	52.64 Acres	November to March		X5	
13.	West Chatham Middle 800 Pine Barren Road	April to October		X7	
	41.53 Acres	November to March		X5	
14	Bartlett Middle School 207 Mont. Crossroads	April to October		X7	
	13.13 Acres	November to March		X5	
15	Islands High School 170 Whitemarsh Island Rd.	April to October		X7	
	17.11 Acres	November to March		X5	
16	Hubert Middle School 768 Grant Street	April to October		X7	
	9.49 Acres	November to March		X5	
17	Jenkins High School 1800 Derenne Avenue	April to October		X7	
	28.71 Acres	November to March		X5	
18	Johnson High School 3012 Sunset Blvd.	April to October		X7	
	27.35 Acres	November to March		X5	
19	Myers Middle School 2025 E. 52nd Street	April to October		X7	
	17.28 Acres	November to March		X5	
20	Savannah Arts Academy 500 Washington Avenue	April to October		X7	
	7.49 Acres	November to March		X5	
21	Savannah High School 400 Pennsylvania	April to October		X7	

	Avenue				
	51.37 Acres	November to March		X5	
22	Shuman Elementary School 415 Goebel Avenue	April to October		X7	
	14.13 Acres	November to March		X5	
23	Windsor Forest High School 12419 Largo Drive	April to October		X7	
	24.62 acres	November to March		X5	
24	Godley Station K-8 School 2135 Benton Blvd	April to October		X7	
	52 Acres	November to March		X5	
25	Board of Education Bldg. 208 Bull Street	April to October		X7	
		November to March		X5	
26	Hampstead High School 2451 Little Neck Road	April to October		X7	
		November to March		X5	
	NOT TO EXCEED TOTAL ANNUAL COST:				

The Successful Service Provider shall be responsible for submitting an itemized invoice which will include the site name, address, monthly cost, date of service, and a completed service acknowledgement/release affidavit signed by each site representative. **PAYMENT WILL NOT BE PROCESSED UNTIL ALL REQUIRED DOCUMENTATION AND A CORRECT INVOICE HAS BEEN SUBMITTED.**

In submitting this proposal, I agree to the following:

1. To hold my proposal and all fees 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 proposal.
3. To accomplish the work in accordance with the contract documents and specifications
4. To complete the work by the time as listed in the specification section of this document.
5. I will deliver and complete the services outlined in the solicitation documents.

The undersigned, having read and examined the Documents and Attachment "A" specifications entitled RFP 13-50 Lawncare Services for Various Sites (Annual Contract) for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.

BY:
SIGNATURE/TITLE

DATE:

FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

FEDERAL TAX I.D. NUMBER:

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

MINIMUM QUALIFICATIONS:

All firms submitting proposals must meet, at a minimum, the following qualification requirements. Failure to meet these qualifications will result in proposal being deemed as "non responsive".

- A. Proponent must be an organization existing for the primary purpose of providing Lawn care and Landscape maintenance services.
- B. Proponent must have a minimum of three (3) continuous years prior experience in providing Lawn care and Landscape maintenance services.
- C. Proponent must demonstrate it's ability to commence services under a resulting contract within thirty (30) days of Contract award.
- D. Proponent must demonstrate it's ability to provide qualified supervisor(s) and service technicians.
- E. Proponent must demonstrate that it has the financial stability, staffing levels, and equipment inventory required to comply with service requirements and standards.
- F. Proponent must demonstrate it's ability to comply with all licensing, insurance, federal registration (E-Verify) and permitting requirements (as required).

PENDING LITIGATION:

Proposals will not be accepted from any Company, firm, person, or party, parent subsidiary, against which The District has an outstanding claim, or a financial dispute relating to prior performance. If the District, at any time, discovers such a dispute during any point of the evaluation, the proposal will not be considered further.

SOURCE SELECTION METHOD:

The competitive sealed proposal procurement process described herein will be conducted in two (2) steps. STEP 1 (Total Possible Points 65)- Submission of Technical Proposals and Pre-qualification of firms. STEP 2 (Total Possible Points 35)-Submission of sealed fee proposals. All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a Technical Review Committee. The Board will not consider proposals from any offerer who lacks accreditation or authorization to provide the service requested.

ACCEPTANCE AND EVALUATION OF PROPOSALS:

All technical requirements, unless otherwise specified, must be met by the proposer or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposal is not accepted will be promptly notified that they are no longer being considered and why. In the interest of fair, objective and competitive process, the District intends to accept all qualified proposals and to give each a complete and impartial consideration. A technical review panel will develop and rank a "short list" consisting of the highest ranked firms based on the established technical criteria provided herein. **DO NOT DISCLOSE ANY FEES WITHIN THE TECHNICAL PROPOSAL DOCUMENT.** The Technical Evaluation Panel will evaluate and rank each proposal in accordance with each of the rated requirements categories defined herein: Technical proposal (Total possible score of 65 points) and Fee Proposal (Total possible score of 35 points). The proposer(s) offering the best combination of Technical Proposal and Fee will be recommended for contract(s) award. The Board reserves the right to accept or reject any contract recommendation.

The following factors will be considered by the Technical Evaluation Committee in the evaluation of this proposal:

- Demonstrated understanding of the Scope of Services (Methodology)
- Quality of Project Team (Business Profile)
- Reputation of firm based on references (Experience & Capability)
- Proposed Fees (Fee Proposal)

PROPOSAL EVALUATION:

Factors such as proponents overall capability, specialized experience, reputation, past performance on similar contracts, technical competence, financial stability, ability to meet District goals, deliver under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/FBE firms, consultants, employees and local businesses will also be considered in the evaluation process.

ACCEPTANCE PERIOD:

A one-hundred twenty (120) day period from the RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time frame. If the Board envisions that the process will not be completed by the end of the one-hundred twenty (120) day period, an extension will be requested. In the event that no extension is requested, the solicitation shall be deemed cancelled if the process is inactive.

BASIS FOR AWARD:

In order to be awarded a contract, the proposed Service Provider(s) must be able to successfully demonstrate the ability to perform the work outlined in these specifications, meet all insurance requirements, and provide all documentation required within the proposal documents including insurance certificates and performance bond. The District reserves the right to award this contract as deemed in the best interest of the School District. This includes the possibility of awarding this contract to one (1) or to multiple responsible and responsive Service Providers. **PLEASE NOTE: COPIES OF ALL TECHNICAL AND FEE PROPOSALS RECEIVED AND EVALUATION COMMITTEE SCORES WILL REMAIN CONFIDENTIAL AND WILL NOT BE PUBLICLY DISCLOSED UNTIL AFTER THE DISTRICT APPROVES THE AWARD OF A CONTRACT(S). THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.**

CONTRACT REQUIREMENTS:

In the execution of a resulting contract, the Successful Service Provider(s) will be responsible for complying with the following work requirements in accordance with these specifications:

- G. The Service Provider(s) will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "B" (Page 28).
- H. The Service Provider(s) will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable Federal, State, and Local ordinances, rules and regulations.
- I. The Service Provider(s) will comply with all laws, rules, regulations and policies which apply to public education in general and in the operation of the Savannah-Chatham County Public School System in particular.
- J. The Service Provider(s) will comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

CONTRACT REQUIREMENTS:

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

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

The Successful Service Provider will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "A" (Page 29).

SOLICITATION SCHEDULE (TENTATIVE ONLY):

Issuance & Advertisement of RFP: February 7, 2013
Pre-Proposal Conference (Non-Mandatory): February 19, 2013
Deadline for all Requests for Interpretation: February 20, 2013
Final Addendum Issued: February 22, 2013
Proposal Receipt Deadline: March 7, 2013
Evaluation of Proposals March 8, 2013
Requests for Clarifications (if required) March 11, 2013
Firm Clarification Submittals March 12, 2013
Establishment of Finalist Firms March 13, 2013
Request BAFO March 14, 2013

Finalize Scores/Issue Intent Letters March 19, 2013
Contract Award Recommendation Presented to Board April 3, 2013
Commencement of Services June 1, 2013

SERVICE ENHANCEMENTS/VENDOR VALUE ADDED SERVICES:

Offers may propose, based on the information presented in this RFP and their company's knowledge of the public educational system sector, any enhancements, technology, service or otherwise, that will be provided to the District (at no additional cost) which may improve District operations and safety, specifically Maintenance and Operations. Any service/product enhancements or vendor value added services proposed by Offeror shall be submitted with fee proposal in a separate sealed #10 envelope, with the title "Service Enhancements/Value Added Services" clearly marked on the outside. Service Enhancements/Vendor Value Added Service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award.

A SCHEDULE OF ANY SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS OFFERED (AT NO ADDITIONAL COST TO THE DISTRICT) MAY BE SUBMITTED WITH FEE PROPOSAL IN A SEPARATE SEALED #10 ENVELOPE WITH COMPANY NAME AND THE HEADING "SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS" CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. "Service Enhancements/Value Added" service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award

TRANSITION PERIOD:

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

CANCELLATION/DEFAULT OF CONTRACT:

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

TERMINATION FOR CAUSE:

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

determined.

TERMINATION FOR CONVENIENCE:

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

TERMINATION FOR LACK OF FUNDING:

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Successful Service Provider by the Savannah-Chatham County Public School System (SCCPSS) is solely from appropriations received by the Savannah Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable there under, the agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Service Provider the occurrence thereof.

ATTACHMENT "A"

SPECIFICATIONS

RFP #13-50

Lawncare Services for Various Sites (Annual Contract)

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

1.0 GENERAL INTENT:

The Savannah-Chatham County Public School System, herein after referred to as the "DISTRICT", is seeking proposals from qualified firms, herein after referred to as "SERVICE PROVIDER", interested in providing lawn care and landscape maintenance services for various Savannah-Chatham County Public School System sites. Sites to be serviced and maintained by the Service Provider(s) will include, but is not limited to: Beach High School, Derenne Middle School, Islands High School, Georgetown Elementary School, Scott Learning Center, Woodville Tompkins Career Institute, Woodville Tompkins Early College, Savannah High School, Jenkins High School, Myers Middle School, Windsor Forest High School, Bartlett Middle School, Shuman Elementary School, Groves High School, Mercer Middle School, Coastal Middle School, Hubert Middle School, Savannah Arts Academy, Johnson High School, Godley Station K-8 School, Hesse K-8 School, New Hampstead High School, Savannah-Chatham County Central Offices Facility, Coastal Middle School, West Chatham Middle School, West Chatham Elementary School, Southwest Elementary School, and Southwest Middle School. The street address for each school is listed on the fee proposal/pricing schedule form.

The areas to be maintained and serviced at each site will include all land located within the boundaries of the school property, both formally planted (athletic fields, lawns and landscaping) and naturally grown (i.e. mulched, wooded, native vegetation) and will extend to the outer boundaries of the property. The outer boundaries for each property is determined by the nearest the street, highway or road, and is traditionally separated by a sidewalk or walkway. The Service Provider(s) will provide all labor, equipment, supplies and materials required to maintain the district's lawns and athletic fields in accordance with the Scope of Service requirements included herein.

2.0 BACKGROUND INFORMATION:

The Savannah-Chatham County Public School System enrolls approximately 35,000 students in grades kindergarten through twelve. The District employs more than 5,300 staff assigned to sixty-three (63) work sites. Approximately 3000 are professional administrators or teachers, and the remaining number represents support service employees including custodians, food service workers, maintenance staff, paraprofessionals, secretaries/clerks and others. The school district currently has thirty (30) Elementary Schools, eleven (11) Middle Schools, Seven (7) High Schools and nine (9) Other Educational Centers.

3.0 PERFORMANCE PERIOD:

This RFP will establish a contract or contracts that will be in effect for a period of one (1) year, to become effective the date of contract award. The "District" reserves the right to renew the contract for three (3) additional one year terms provided that all prices, terms and conditions remain unchanged and both parties agree to each contract renewal. A performance review will be conducted by the District after the first six (6) month period of each contract term.

4.0 OCCUPATIONAL SAFETY AND HEALTH ACTS:

Service Provider(s) who perform any work under this RFP shall fully comply with the provisions of the Federal Occupations Safety and Health Act of 1970 and any amendments thereto and all regulations pursuant to the act.

5.0 TAXES:

Nothing in these specifications shall be construed as relieving the Service Provider(s) of his responsibilities in paying all applicable taxes.all applicable taxes.

6.0 SAFETY:

- A. The safety of the students, faculty and staff must be maintained at all times, therefore, the successful Service Provider(s) will be required to erect safety barricades and signs during each service visit. The work shall not have a negative effect upon the daily operation of each school site and shall not prohibit visits to the school.
- B. The Service Provider will maintain all equipment in a safe operating condition. All property of the Service Provider, including all equipment, materials and supplies will be removed from Board property on a daily basis and/or upon completion of each service visit.
- C. The Service Provider(s) will exercise precautions at all times to ensure the protection of all persons and property. All applicable safety provisions, laws, and ordinances shall be strictly observed. Service Provider is required to provide employees with goggles, gloves, hard hats, and other safety equipment applicable to the work to be performed under this contract(s).

7.0 SITE SECURITY:

All Service Provider personnel must coordinate with the school's front office or security personnel prior to the commencement of any work. The successful Service Provider's employees must present an i.d. and must sign in and out when working at any school site during operational hours. All personnel must remain in assigned work area. It shall be the sole responsibility of the successful Service Provider to safeguard his materials, tools, supplies and equipment while on District property. The District will not assume any responsibility for vandalism and/or the theft of materials, tools, supplies and/or equipment.

8.0 SERVICE PROVIDER PERSONNEL:

- D. The Service Provider(s) will ensure that all of it's employees have undergone a drug screening test and a criminal background check. No employee with a felony conviction is permitted to provide services under a resulting contract. Failure of the Service Provider to conduct criminal background checks and to provide proof to the District thereof shall be grounds for immediate termination of the contract.

- E. The Service Provider will ensure that all employees comply with Section 247A (e) of the National Immigration and Naturalization Act and that they have valid immigration status.
- F. The Service Provider will not subcontract with any other firm, agency, or person to perform the contracted services described hereunder without prior written consent of the District.
- G. The Service Provider will not utilize Day Labor or Temporary Workers to provide any services at any District facility.
- H. The Service Provider(s) nor his employees will be in possession of a firearm on District property, or in a vehicle on District property, and will comply with District policy regarding a "Drug Free Workplace".
- I. The Service Provider(s) and all employees of the Service Provider are expected to present a professional appearance at all times. All personnel of the Service Provider will be neat, well groomed, and properly uniformed in industry standard uniforms (including uniform shorts during the summer months). Uniforms will be kept in an acceptable manner and will clearly identify the Company Name and the Employees name. Cut-off shorts, sandals, tank tops and/or other inappropriate work attire will not be accepted.

9.0 PERSONNEL CODE OF CONDUCT:

- J. The Service Provider(s) and all employees of the Service Provider are expected to conduct themselves at all times in a responsible and courteous manner while performing work and/or when they are on District property. The Service Provider(s), or the employees of the Service Provider are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
- K. The Service Provider(s) nor his employees will be permitted to use tobacco or tobacco products on District property.

10.0 SUPERVISION REQUIREMENTS:

The Service Provider(s) will provide a competent foreman to be "on site" at all times, to oversee and monitor the working crew. Foreman must have the complete authority to act on behalf of the Service Provider.

11.0 SCHEDULING OF WORK:

- L. The Service Provider(s) and their employees agree to comply with instructions and regulations regarding use of school facilities, conduct, and safety standards issued by contract representatives, officials or other District representatives and officials. This includes adhering to the following work schedule requirements: **No work to be done on weekends and school holidays, or prior to 7:00 a.m. or after 6:00 p.m., Monday through Friday unless approved (in writing) or requested by the District.** The Service Provider(s) will contract the Maintenance and Operations Department five (5) days prior to beginning any work, with the exception of regular mowing operations, to confirm that services will not interfere with any outside activities planned by the School and/or testing dates (when requested) if services disrupt students.
- M. The Service Provider(s) will perform any specially requested work, by the date specified by the District, upon receipt of a two (2) week advance notice. The Service Provider(s) will provide a written schedule of services that will be performed on a monthly basis.

12.0 DEBRIS/TRASH REMOVAL AND DISPOSAL:

The Service Provider(s) shall remove and dispose of all litter in a manner acceptable under all District Board, City and County ordinances. Litter must always be removed prior to mowing and removed from job site by Service Provider(s) at the completion of each scheduled service visit.

13.0 PROPERTY DAMAGE:

- N. The Service Provider(s) shall immediately report to the District any damage to private, public or District properties.
- O. The Service Provider(s) shall be responsible for the repair of such damage, and all repairs shall be done promptly to the satisfaction of and at no expense to the District.

14.0 REMEDIATION OF SUB-STANDARD SERVICE:

- P. The Service Provider(s) will make all necessary corrections of unacceptable work at no additional cost to the District, upon notification (in writing) of a fault, deficiency or error in the work provided. All work corrections will be scheduled with District representative within twenty-four (24) hours of notification. All Corrections will be completed within one week of initial request whether observed before, during or after substantial completion of the Work. The Service Provider will bear all costs associated with work corrections.
- Q. The Service Provider(s) will be responsible for the remediation of all substandard work. If the work is not promptly corrected to the satisfaction of the District, the Service Provider(s) will be required to refund to the District, any costs attributed to the portion of the Work that is defective. Refund will include any and all costs paid by the District to another Vendor to correct the defective work.

15.0 LIQUIDATED DAMAGES:

The Savannah-Chatham County Board of Public Education ***shall reduce the successful Service Provider's invoice in the amount the cost per site for "unacceptable", "incomplete work.", or "sub-standard work" which does not comply with Scope of Service Requirements which is not remediated or corrected in accordance with the time frame listed above.*** Accordingly, the District shall also reduce the Service Provider's invoice in the pro-rated contract amount for any and all "no shows".

16.0 SPECIAL TERMS AND CONDITIONS:

- R. The Service Provider will submit on a monthly basis, an itemized invoice which includes the following: Purchase Order number, Date of Service, Site/Location/Address, Monthly service amount (by site), a service affidavit, service release or work order form signed and dated by site representative upon the completion of service visit. A copy of invoice with required documentation must be forward to the District's Contract Representative for payment processing.
- S. The Service Provider(s) shall acquire and maintain for the duration of the contract insurance coverage for the limits stated on the insurance attachment. Failure to provide a current certificate of insurance at any time will result in contract termination.
- T. The Service Provider(s) shall secure all necessary permits and licenses imposed by laws and ordinances; pay all costs or fees; give all notices required; protect all property;

comply with traffic protection standards and keep roads, sidewalks, parking areas open for traffic to the extent possible by providing and installing signals, warning signs, and barricades.

- U. The Service Provider(s) will be responsible for providing, maintaining and transporting to the site(s) all necessary labor, equipment, fuels, and supplies including fertilizer, chemicals, seed, etc. as necessary to perform the lawn and grounds maintenance in accordance with the specifications listed herein.
- V. The Service Provider(s) will make any management recommendations to the District which, based on their experience and expertise, will further enhance the appearance and health of the school grounds and/or reduce associated maintenance costs of the properties.
- W. The Service Provider(s) will be available for periodic site inspections when requested by the District.

17.0 SCOPE OF SERVICES:

The work to be performed by the Successful Service Provider(s) includes, but is not limited to the complete maintenance of all lawns, plant beds and natural areas (i.e. baseball fields and athletic tracks). It will be the Service Provider(s) responsibility to provide any and all initial corrective work required to establish a commercially acceptable condition in compliance with the Scope of Service requirements at each site. All costs associated with the initial work requirements will be included with the total annual cost for each school site. Mandatory Scope of Service requirements include but is not limited to:

- X. Mowing and Lawn Maintenance - All areas within the boundaries of each school site covered with grass shall be mowed including drainage swales, ditches and detention ponds. Mow to the edge of any standing water in ditches and ponds. Remove all debris (grass cuttings, leaves, etc.) from the lawn areas. The Service Provider will provide all containers and will be responsible for proper disposal of grass clippings. Grass clippings will not be used as mulch unless otherwise directed or approved by the Board representative assigned to this project. The mower blades shall be set at the recommended height for the type of grass at each location. Mower blades shall be kept sharp at all times. The mowing equipment shall be cleaned of all grass clippings and seeds prior to each use. Lawn areas shall not be mowed in the same direction each time because it creates patterns in the turf.
- Y. The mowing schedule and frequency shall be as follows: Every week from April through October (seven months) and every fourteen (14) days from November through March (five months). Edging, litter removal, and weeding will be done in conjunction with mowing at each visit. In addition, the Service Provider will be responsible for maintaining the athletic field during each visit, pruning all vegetation and edging the entire building, curves, sidewalks, and fence lines. Litter will be removed from each job site upon the completion of each visit.
- Z. Edging - All turf areas shall be edged along curbs, edge of paving and walkways, planting areas, and a three foot diameter around trees. Encroachment of grass onto paving, walks and planting beds will not be allowed. All grass and edging clippings must be removed from the site. The original designed shape of all planting beds will be maintained.
- AA. Litter and Debris Removal - All trash, paper, glass, and other litter or debris shall be removed from the lawn areas prior to mowing. Service Provider shall also remove all litter and debris from all other portions of the school grounds including parking areas, natural areas and planting beds. The Service Provider will provide containers and will be responsible for proper disposal of litter and debris. All grass and or debris will be swept or blown off the drive lanes and sidewalks after mowing and trimming.

- BB. Fertilizing - The Service Provider will adhere to and will follow the Georgia Extension Service's recommendations for application rates and times, fertilizer types and nutrient ratios, and application methods for lawns, shrubs and trees. These recommendations are different based on the type of grasses, plants, etc. and the Contractor is responsible for proper application of fertilizers. All other grasses, shrubs and trees should be fertilized a minimum of once annually in Late Winter/ Early Spring. If possible, fertilize when rain is expected on sites with no irrigation and on irrigated sites set irrigation timer to run for a minimum of one hour after fertilizer application. Provide a fertilization schedule that states when school will be fertilized.
- CC. Weed Control - All plant bed and lawn areas shall be weeded on the same schedule as mowing. All weeds and plant material not part of the original planting plan shall be removed completely including its root system. Some school sites require removal of grown-up vegetation along exterior fences. Fences shall be cleaned in a manner that will allow clear vision through the fence. Service Provider will submit complete information about the chemical to be used, type, purpose, application schedule, application rates and any use limitations to the Board representative for approval. Upon request by the District at any time during the contract term, the Service Provider will submit MSDS (material safety data sheets). An initial copy of all MSDS sheets will be submitted to the Board prior to contract execution.
- DD. Mulching - All planting beds and tree islands shall be mulched with three to four inches of pine straw, which will be provided by the successful contractor AT NO ADDITIONAL COST TO THE DISTRICT. All planting beds and tree islands shall be mulched with three to four inches of pine straw. These areas of each school site shall be re-mulched by the Contractor(s) twice (2) annually (April and August). Service Provider will be responsible for picking up all pine straw mulch from designated facility and delivery to each job site. Service Provider will immediately notify the Board Representative upon the completion of each mulch cycle.
- EE. Pruning - Shrubs and trees should be pruned to prevent damage to vehicles, as well, to maintain a natural shape and attractive manicured appearance. No plants shall be pruned into rounded mounds or other artificial shapes, trees (including crape myrtles and tree form ligustrum) should not be topped or cut to one level. Remove all dead, broken, damaged or hazardous branches and limbs as needed.
- FF. Irrigation Systems - Some of the school sites have full or partial irrigation systems including but not limited to Savannah High, Bartlett Middle, Hubert Middle, Savannah Arts Academy, Johnson High, Coastal Middle, Southwest Middle and West Chatham Elementary. Service Provider will pay for any damages caused to irrigation system in the execution of this contract.
- GG. Natural Areas - Natural mulched areas with trees and native vegetation shall be maintained on a regular basis to remove litter and debris, remove dead or damaged vegetation and weedy growth, and kept in a neat appearance.

18.0 ADDITIONAL SITES:

During the term of the Contract, The District reserves the right to add additional sites to the contract, at the same terms and conditions, at a negotiated price, if agreed upon by all parties involved. The District also reserves the right to delete or discontinue services at any site at any time.

19.0 ADDITIONAL WORK (as requested or required):

The Service Provider(s) will submit a written proposal or quotation, upon request by the District, for any additional "out of scope" work that is not included in the Scope of Service requirements. The Service Provider will state in his/her proposal or quotation, the extent of the additional

services to be provided, the site location, the service frequency and the additional monthly cost. Upon approval by the District representative, the Service Provider will perform the proposed "out of scope" services at the approved cost and service schedule. A "Change Order" to the contract will be issued for all approved "out of scope" and/or "additional" services and for all "site deletions".

20.0 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be conducted at 10:00 A.M. on Tuesday February 19, 2013, in the Media Center at Savannah High School, located at 400 Pennsylvania Avenue, Savannah, Georgia to answer any questions that may arise and to provide clarifications. Accompanied site visitations to critical sites will follow. Proposers are required to provide their own transportation. Additional site visitations must be arranged, by appointment only, by contacting Mr. Frank Hendrix, Director, Maintenance and Operations at (912) 201-5563.

21.0 FAMILIARITY WITH THE WORK:

Attendance at the Pre-Proposal Conference and critical site visitation is encouraged. Offerers are also strongly encouraged to visit each school site to assure a complete understanding of the scope of service requirements. The Service Provider, by proposing and executing an Agreement, acknowledges a full understanding of the extent and character of the Scope of Service requirements and the conditions affecting the performance of the contract. The District will not be responsible for any misinterpretation of the Work to be performed or any conditions which may affect the performance of the Work. By executing this Agreement, the Offerer also is stating their commitment to fulfill all obligations of this contract if awarded.

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 #13-50