



**an equal opportunity
employer**

Ladies and Gentlemen:

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

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **National Brand Pizza - School Nutrition**. 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 **03:00:00 PM, June 3, 2010** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

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 **Joanna Banner** at the address above or fax them to 912-201-7648. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #10-91

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 **National Brand Pizza - School Nutrition** 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.: Joanna Banner

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

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **02:00:00 PM on May 25, 2010**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on May 27, 2010**.

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

Q. "Responsive" Offeror Criteria

* Availability of Products/ Services

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

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

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

T. Compliance with Specification/Terms and Conditions

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

U. Award of Contract

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

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

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

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

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

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

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

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **National Brand Pizza - School Nutrition**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

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

only.

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

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

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

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

* Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **10-91** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

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

OR

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

B. Samples/Demonstrations

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

C. Warranty

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

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

RFP #10-91

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

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

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

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

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

Contact Person for This Bid Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

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



Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: _____ RFP #

Please check ownership status as applicable:

___ Local ___ Woman

___ African American ___ Hispanic

___ Majority ___ Non-Local

Name, Title Authorized Signature Date

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

Expires: _____ Notary Public; My Commission

HOW DID YOU HEAR ABOUT THIS RFP?

(This information is for statistical use only.)

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

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

___ The Savannah Tribune Legal Ad ___ Visiting the Purchasing Office

___ Other

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

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

Signature

State of _____

County of _____

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

PROPOSER SUBMITTAL FORM

RFP #10-91

Submittal Requirements: Proposals must be submitted on 8 1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Proposals should be as thorough and detailed as possible so that the Board may properly evaluate the offeror's capabilities to provide National Brand Pizza as specified in this RFP.

In order to be considered for selection, offerors must submit complete response to this RFP; one (1) original, five(5) copies of each proposal and one (1) CD-ROM copy of your submittal (Microsoft Word format or compatible), shall be submitted to the Board as indicated on the cover sheet. No other distribution of the proposal shall be made by the offeror. Offerors are required to submit the following items as a complete proposal:

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

1.EXECUTIVE SUMMARY: This section shall provide a summary of the offeror's proposal for the services to be provided. The offeror shall clearly specify its proposed program and ability to meet specifications as defined in the RFP to include product information:

- A. Documented level of services provided
- B. Performance history (to include references from other districts)
- C. Delivery of products
- D. Incentives
- E. Response time for nonscheduled deliveries
- F. Ability to meet required sub sandwich specifications as described in this RFP.
- H. National Advertising
- I. Manufacturer's Data Submission

2.GENERAL: Location of offeror's headquarters; nearest office; applicable phone and facsimile numbers; and any other pertinent information relative to the size and organizational structure of the company.

3.PROJECT TEAM: An organizational chart (block diagram) and written description of the proposed Project Team, with names and titles of the key individuals shown. Include supporting narrative to describe the qualifications, education and experience of the personnel to be assigned.

4. FINANCIAL DATA: Pertinent data which demonstrates the offeror's corporate capability to successfully perform. Shall include information on the financial stability of the firm; e.g. annual financial reports and statements, Dun and Bradstreet and/or other

credit bureau ratings.

5. PROJECT UNDERSTANDING: The offeror shall provide a written narrative statement to demonstrate his or her understanding of the scope of work.

6. EXPERIENCE: Describe the offeror 's prior related experience of providing "National Brand Pizza" Responses must include the names, addresses, telephone and fax numbers. contact persons, number of schools supplied, size and scope (magnitude and complexity), dollar value of contract, date of award and period of performance.

7. OFFEROR CERTIFICATION: The offeror will sign and attach the following certifications:

- A. The offeror does have the required insurance and State of Georgia licenses.
- B. Debarment Certification
- C Non-Collusion Certification
- D. Contractors Affidavit and Agreement
- E Disclosure of Responsibility
- F. Contractors Affidavit and Agreement

8. COST: The cost proposals shall be submitted in a separate sealed envelope, clearly labeled, "**COST Proposal**" **The cost shall not exceed \$.75 per slice of pizza.**

ATTACHMENT "A"

SPECIFICATIONS

RFP #10-91

National Brand Pizza - School Nutrition

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

GENERAL INTENT

The School Nutrition Program of the Savannah -Chatham County Public School System (SCCPSS) seeks a National Brand Pizza to be delivered "ready to serve" to designated schools in the SCCPSS for the 2010-2011 school year which opens on Monday, August 30, 2010. The students have requested a nationally recognized pizza. A nationally recognized pizza is a pizza featured in television commercials nationwide with chain stores in Savannah and throughout the United States.

RFP ACCEPTANCE PERIOD: A ninety-day period from proposal closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision that the process will not be completed by the end of the ninety-day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed canceled.

PERFORMANCE PERIOD:

This RFP will establish a contract for the 2010-2011 school year from August 30, 2010 through August 29, 2011.. The Board reserves the right to renew this RFP for two (2) additional school years at the same price, terms and conditions with bilateral agreement.

BASIS FOR AWARD: The award will be based on the established evaluation criteria as set forth in this document. If awarded, the award shall be issued to the offeror scoring the highest points.

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

allowing for an orderly transition.

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

CONE OF SILENCE: "Cone of Silence" means a prohibition of any communication regarding a particular request of proposal, bid, or other competitive solicitation:

1. Any person who seeks an award there from; including a potential offeror or offeror's representative; and
2. Any School Board member or the member's staff, the Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

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

INQUIRIES: Interested PROPOSERS may contact the DISTRICT to get clarification of the proposal. All inquiries must be received no later than 2:00 PM on May 25, 2010. All questions shall be directed to Vanessa M. Kaigler, Purchasing Director, **in writing**, to 208 Bull Street, Room 213, Savannah GA 31405, or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the proposal or to give information as to the requirements of the proposal in addition to that contained in the written document. Interpretations of the proposal or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum to all PROPOSERS who requested the RFP. No responses to inquiries will be provided by telephone or e-mail.

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

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

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

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

RIGHTS OF THE DISTRICT: The District reserves the right to:

- conduct random inspections of the preparation sites and/or vehicles transporting pizzas to the school district. Unacceptable conditions may result in termination of the contract..
- require additional information from respondents and to conduct necessary investigations to determine performance and the accuracy of information supplied. In addition, the district reserves the right to award partial contracts, no contract, cancel the bid, or make any decision regarding this procurement that is in the best interest of the District.

FUEL SURCHARGE:

The Savannah-Chatham County Public School District will not honor or consider any price increase, fuel surcharge or add-on cost during the established performance period.

CONTRACT CHANGES:

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

SCOPE OF SERVICES

GENERAL INTENT::

Pizza will be sold at every high school in the district. The successful offeror is required to I contact each site by August 24, 2010 to discuss deliveries and totals. Predicting pizza sales during the first month of school is a difficult challenge. The successful offeror will not charge the School Nutrition Program for pizzas not consumed by the student customers until Monday, September 20, 2010

INCENTIVES:

The successful offeror will provide incentives for the School Nutrition Program. The incentives shall be delivered to the School Nutrition Program office located 208 Bull Street, room 308, Savannah, Georgia 31401 by February.28, 2011. The School Nutrition Program Director or Coordinators will distribute the incentives to designated school(s). The program will set up marketing strategies through the school district's marketing director. It is imperative that the School Nutrition Program is recognized for developing incentives for participation in sandwich purchases.

The following incentives shall be delivered to the SNP office

- 350 - \$10 gift certificates for Barnes and Noble or Books-A--Millionby on or before February 8,2011

- 600 movie passes per year on or before February 8, 2011

- 8- \$800.00 scholarships per year by April 19,2011

The School Nutrition Program's Director/Coordinators will determine the distribution of incentives. The School Nutrition Program designees are required to be on site at every high school during the scholarship delivery process. This part of the program's marketing strategy.

QUANTITIES:

The quantities given are intended only as a guide for the offeror. The District does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The District's requirements may exceed the quantities shown and the successful offeror shall be obligated to fulfill all requirements that are placed prior to the close of school.

The following list represents the average number of pizzas purchased per day

and the SY 2010-2011 delivery times to each High School.

High School Pizza per Day *Delivery Times

1. Johnson 47 Pepperoni 10:40am 11:30 am 12:15 pm
2. Savannah Arts Academy 10 Pepperoni 11:00 am
3. Windsor High 1 Cheese 40 Pepperoni 10:40 am & 11:30 am

1 ½
Vegetarian

4. Savannah High 25-30 Pepperoni 10:15 am & 11:15 am
5. Groves High 30 Pepperoni 10:30 am
6. Jenkins High 40 Pepperoni 10:25 am 11:00 am 11:30 am
7. Beach High 20 Pepperoni 9:30 am 10:30 am 12:00 pm
8. Coastal High 20 Pepperoni 10:30 am 11:30

***Delivery times may vary for the 2010-2011 SY**

HIGH SCHOOL TELEPHONE NUMBERS:

1. Beach High School (912) 395-5332
2. Groves High School (912) 395-2558
3. Jenkins High School (912) 395-6305
4. Johnson High School (912) 395-6403
5. Savannah Arts Academy (912) 395-4155
6. Savannah High School (912) 395-5052
7. Windsor Forest High School (912) 395-3405
8. Coastal High School (912) 395-3952

NUTRITION ANALYSIS:

The successful offeror is required to complete a nutritional analysis for each variety of pizza to be delivered to SCCPSS> The program has the option to obtain an independent nutritional analysis for the pizzas. The successful offeror will be responsible for payment for the second analysis if the information on the initial analysis is not accurate.

PIZZA VARIETY:

Whole Pie

16” Cheese Pizza Pie

16” Turkey Pepperoni Pizza Pie

16" Lean Ground Beef (not to exceed 20/80 ratio) Pizza Pie
16" Vegetarian Pizza Pie
16" Lean Chicken Pizza Pie
16" Low Fat Sausage Pizza
16" Spinach Cheese Pizza

INDIVIDUAL SLICES

1/8 Cheese Pizza Slice
1/8 Turkey Pepperoni Pizza Slice
1/8 Lean Ground Beef Pizza Slice
1/8 Vegetarian Pizza Slice
1/8 Lean Chicken Pizza Slice
1/8 Low Fat Sausage Slice
1/8 Spinach Cheese Pizza

EVALUATION CRITERIA:

The RFP award will be based on the following criteria and points:

Taste 25

Cost 25

Health Inspection Score 10

Delivery Capabilities 5

Specifications 15

References from other districts 5

Incentives 15

Total points equal 100

PRODUCT SPECIFICATIONS:

Dough shall contain enriched high protein **whole grain wheat flour**, water, sugar, salt, polyunsaturated oil, and yeast. Weight of the dough should not exceed 29 ounces per pie, or no more than 4.8 ounces per slice.

Sauce: shall contain California tomatoes. The pie should not contain more than 10 ounces of sauce per pie, or no more than 1.6 ounces per slice.

Skim Milk Cheese: 100% no fillers, imitation or blends. Weight of the cheese shall not exceed 16 ounces per pie, or no more than 2 ounces per slice (**cut by 8 pieces**).

Meat: use reduced fat turkey based pepperoni, or extra lean ground beef or lean cooked chicken breast strips or low fat sausage. **Fat content of cooked extra lean ground meat should not exceed 10%.** Weight of the

cooked meat shall not exceed more than 16 ounces of cooked meat per pie, or no more than 2 ounces cooked lean meat per slice.

Vegetables: use mushrooms, onions (red, white and/or yellow), bell peppers (green or red); black olives, broccoli and/or spinach.

Each slice of pizza shall contain 2oz bread/grains and 2oz meat-meat alternate and vegetarian pizza shall contain 1/2 cup vegetables; 2 ounces cheese and 2 oz. bread/grains.

Specification sheets are required to verify that each slice of pizza meets the serving size of two meal components for the National School Lunch Program.

SEASONING:

MSG will not be accepted in any form on the pizzas. Documentation is required to verify that all of the pizzas proposed by offeror are free from MSG.

PRODUCT DELIVERY SCHEDULE:

The successful bidder is required to contact each School Nutrition Manager to establish a pizza delivery schedules based on the number and time of each school's lunch period(s). Additional pizzas shall not be delivered for use by School Nutrition Program staff without the consent of the School Nutrition Director or Coordinators.

PRODUCT DELIVERY TEMPERATURE:

Pizzas must be delivered at each site in clean containers that will maintain the delivery temperature of 160 degrees or above.

HEALTH INSPECTION SCORE:

The successful bidder SHALL provide, at the time of submittal of the RFP, a copy of the most recent health department inspection report for each preparation site. The minimum score required is 100% or copy of a recent report may be requested at anytime time during the school year.

TASTE TESTING REQUIREMENTS:

A taste test will be part of the RFP decision making process. All bid submitters must be prepared to provide samples of the exact specified pizza within two days of notification that samples are necessary. The School Nutrition Director or Coordinators has the right to request samples during the length of the RFP.

COMPLAINT REPORT:

The "Complaint Report" will be used by the nutrition manager/supervisor to record deficiencies in service, product, containers, etc. If the contracted company is unable within a reasonable length of time to correct a deficiency which has been filed by the majority of the School Nutrition Program Manager corrective action in the best interest of the Savannah-Chatham County Public School System will be taken will be notified of all legitimate complaints.

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

A copy of the merchant Complaint Form follows for your convenience.

SCHOOL FOOD AND NUTRITION PROGRAM

PRODUCT/SERVICE EVALUATION

MERCHANT COMPLAINT FORM

Name of Product/Service_____

Date Product/Service was received_____

Company providing Product/Service_____

IF A PRODUCT:

Brand_____

Amount unsatisfactory_____

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

Describe the complaint about the product:

IF A SERVICE:

Describe the complaint about the service:

Date _____ School _____

Manager _____

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

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants' responsibilities The regulations were published Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the requisitions may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this.

Organization Name PR/Award Number or Project Name

Name (s) and Title (s) of Authorized Representative (s)

Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" without modification, in lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.2)

Savannah Chatham County Board of Education
School Nutrition Program

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder must sign and return with bid)

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

Sworn to and subscribed before me

This _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

USDA has developed the following standardized form to help schools obtain information regarding the food they will serve the children The following data submission form shall be completed per the following instructions and submitted with the RFP proposal. The Manufacturers' Data Submission form and instruction to complete same are available by either logging onto our website "savannah.chatham.k12.ga.us" **select Bids & RFPs National Brand Pizza School Nutrition Program**, double click the following pdf file or by submitting an e-mail request to "**joanna.martin.@sccpss.com**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

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

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

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

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

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

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

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

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

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

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

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

LMWBE FORM 4 BID #10-91

APPENDIX F
Manufacturers' Data Submission Form

For directions on how to fill out this form, see reverse side.

1. Product Identification

PRODUCT NAME: _____
Brand _____
Product code _____
List CN Label number if appropriate _____
Is this product in the Child Nutrition (CN) Database? Yes No

2. Package Size and Servings Per Package

Package Size = _____ grams _____ lbs. _____ fl. oz.
Standard Serving Size = _____
Number of Servings Per Package = _____

3. Basis for Nutrient Data

Nutrient data is being given: (Check one) As Served As Purchased
Analysis is based on: (Check one) Per Serving 100 grams
Weight per serving = _____ grams

4. Individual Values of Nutrients and Dietary Components

If you do not have information on a nutrient, write "M" or "missing." If this product does not contain a particular nutrient, write "0."

Calories	_____ kcal	Protein	_____ grams
Total fat	_____ grams	Saturated fat	_____ grams
Carbohydrates	_____ grams	Sodium	_____ milligrams
Total dietary fiber	_____ grams	Cholesterol	_____ milligrams

Calcium	_____ milligrams	-or-	_____ % DV (Daily Value)		
Iron	_____ milligrams	-or-	_____ % DV		
Vitamin C	_____ milligrams	-or-	_____ % DV		
Vitamin A	_____ IU	-or-	_____ RE	-or-	_____ % of DV

IU = International Units, RE = Retinol Equivalents

5. Fat and Moisture Gain/Loss

When this product is prepared, there is a:
Fat change (+/-) _____ % Moisture change (+/-) _____ %

6. Special Instructions for Preparation (if appropriate)

To prepare this product, the manufacturer recommends: _____

How To Fill Out This Form

USDA has developed this standardized form to help schools obtain information on foods they will be serving to children. They will use this information to develop recipes, analyze menus for nutritional value, and prepare products for lunch or breakfast.

- 1. Product Identification:** List name of product (and brand, if appropriate). Also list product code if possible. If you know the product has a CN Label number, list that as well. Check yes or no for CN Database.
- 2. Package Size and Servings Per Package:** Write in package size as appropriate in grams, pounds, or fluid ounces. Indicate standard serving size and number of servings per package.
- 3. Basis for Nutrient Data:** Indicate with a check mark whether you are submitting nutrient data for this product on an "As Served" or "As Purchased" basis. Use the "As Served" basis for any food that does not have: (1) any ingredients added in preparation or (2) any fat absorbed during preparation.

Use the "As Purchased" basis for any food that: (1) has ingredients added in preparation (such as milk, eggs, and oil added to baked product mixes); (2) is prepared by frying; (3) can be prepared in varying ways (for example, a food that can be baked or fried); or (4) gains or loses moisture/fat during preparation.

In addition, indicate whether nutrient analysis is based on 100 grams or per serving. Also indicate weight per serving.

- 4. Individual Values of Nutrients and Dietary Components:** Please fill out completely, leaving no lines blank. (1) If you have information on a nutrient, write the specific value in the unit of measurement indicated. (2) If you do not have information on a nutrient, write "M" or "missing." (3) If this product does not contain a particular nutrient, write "0."
- 5. Fat and Moisture Gain/Loss:** If you checked "As Purchased" above, also fill in this section if there is a fat or moisture change during preparation.

(Fat may be gained or lost in cooking some foods, thereby changing the foods' nutrient value. Methods of preparation such as breading, frying, or baking affect this fat gain or loss. For example, chicken baked in the oven will lose fat during cooking, while batter-coated or breaded chicken that is deep fried will gain fat. If fat is absorbed or gained, fat grams and calories from fat will be increased. If fat is lost, fat grams and calories from fat will be decreased.)
- 6. Instructions for Preparation:** If appropriate, indicate instructions such as: ingredients to be added, cooking methods, cooking time, and cooking temperature.