



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

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **Police Uniforms and Accessories**. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to **12/04/2008 11:00:00 AM** at which time they will be publicly opened and examined. 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 Information (LMWBE) document found in this packet marked "No Bid". All bids will be evaluated as described in the attached document. Time is of the essence and any bids 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 clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids 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 bids will not be considered.**

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

All bids must be submitted in duplicate in the enclosed special envelope. If bid 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 bid results, enclose a self-addressed stamped envelope and a bid tabulation will be returned to you.

Please include in the bid 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 bid, please submit them in writing to Bethany Burnett at the address above or fax them to 912-201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Sincerely,

Sabrina Scales
Purchasing Director

INVITATION TO BID #09-42

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for **Police Uniforms and Accessories** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. 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 bidder 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 bid.

NOTE: Although pricing will weigh heavily in the award of this contract, bidders will have to meet lead time, service and quality criteria to be considered a "responsible" bidder who is eligible for award. In the event the bidder wishes to provide items specified(s) above and beyond the stated requirements of this bid at "no cost" to the Board, these services should be identified and included in the bid response.

B. Shipping, Delivery, Terms of Payment & Invoicing

The Board requires orders to be shipped F.O.B. destination to the designated site. Since the successful bidder(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the bidder.

Bidders shall guarantee delivery of supplies 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.

Title and risk of loss to the items shall remain with the bidder until the items in a completed state have been delivered to and accepted by the Board.

The successful bidder 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 bidder(s) should not invoice until one shipment has been made for all items on order.

All invoices should be mailed to:

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

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

C. General Specifications/Scope of Work

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

When reference is made in the bid 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 a bidder is offering another manufacturer and/or model number other than stated in the specification, the bidder 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 bidder. 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.

Bids 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 bidder but shall put the bidder on notice to inquire of or identify the same from the Board.

D. Discontinuation of Equipment

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

E. Submittal of Objections

Objections from bidders to this Invitation to Bid and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The bidder shall submit any objections in writing not less than (5) days prior to the opening of the bid. The objections contemplated may pertain to form and/or substance of the ITB documents and specifications. Failure to object in accordance with this procedure will constitute a waiver on the part of the bidder to protest this Invitation to Bid.

F. ITB Interpretations/Addenda

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

Savannah-Chatham Board of Public Education

Attn.: Bethany Burnett
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 ITB. Copy of such addenda will mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, 11/21/2008 05:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the **close of business on 11/26/2008 05:00:00 PM**.

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

G. Failure to Bid

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

H. Errors in Bids

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

I. Standards of Acceptance of Bid Proposal for Contract Award

The Board reserves the right to reject any and all bids 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 bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation show it is not in a position to perform the contract.

J. Compliance With Laws

The bidder 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 bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.

K. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder 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.

L. Cancellation/Default of Contract

In the event the successful bidder, 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 at least thirty (30) days before that termination date. 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.

M. Certification of Independent Price Determination

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:

1. The pricing structure in this bid 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 bidder or with any competitor;
2. The pricing structure which has been quoted in this bid proposal has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

O. "Responsive" Bidder Criteria

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

P. Qualification of Bidder

A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation to Bid. The Board has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service requested.

Q. Bid Clarification

The Board reserves the right to request clarification of information submitted and to request additional

information from any and all bidders.

R. Compliance with Specification/Terms and Conditions

The Invitation to Bid, Legal Advertisement, General Terms and Conditions, Bid Submittal Instructions, Special Terms and Conditions, Specifications, Attachments to Bid, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidder's proposal or bid and by reference are made a part hereof.

S. Award of Contract

The contract, if awarded, will be awarded to the responsible bidder submitting the lowest pricing structure. Product quality, service issues and other factors stipulated above in Condition "O" must be met to the satisfaction of the Board for a bid to be considered responsive. Moreover, the Board will award the contract to the next most qualified bidder if the selected bidder is unable to execute a contract and provide delivery within the time parameters specified in this ITB.

In the case of a tie, bids shall be awarded on the following criteria:

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

If no vendors meet any of the above criteria, then tie bids will be awarded by means of a coin flip performed by the buyer and witnessed by one other Board employee.

Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Invitation to Bid.

The successful bidder will be notified on the award of this contract by a Notice of Award letter from the Director of Purchasing or his/her designee.

The successful bidder or proposer shall not accept purchase orders under this Invitation to Bid or any amendment hereafter until a written Notice of Award is issued by the Purchasing Director or his designee. If the successful bidder does ship material or provide any services prior to receiving official notification, he does so at his own risk.

T. Vendor Performance

The successful bidder(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 bids.

U. Signed Bid Considered Offer

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

II. Bid Submittal Instructions

All bids 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/scope of services must be noted and fully explained.

A. Completion of Certification Form and LMWBE Program Information Form

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

The bidder is also required to provide references, including phone number and a 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 Bid" section. This information is for statistical use only.

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

B. Completion of Bid Submittal Form

For each item listed on the Bid Submittal Form, include the manufacturer and part number being bid and the unit cost for each item listed.

C. Bid Preparation and Submittal

All bids 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 bid number and title, and date and time of bid opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

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

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

* Bids submitted by facsimile transmission will not be accepted.

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

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

Bidders shall provide **two (2) copy(s)** of submitted bid 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 bid proposal.

III. Special Terms and Conditions

The bidder agrees that the Board shall have the right to place purchase orders referencing 09-42 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 on an item by item basis, whichever in the best interest of the Board.

A. Pricing

The bidder shall provide a **unit price for each item** on this ITB 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 ITB.

B. Performance Bonds

If the specifications so state, the successful contractor may be required to furnish a performance bond equal to the full amount of the contract guaranteeing the faithful performance of such a contract. The performance bond shall be submitted to the Board upon execution of the contract and shall be maintained in full force and effect until the contract has been completed. The cost of the performance bond shall be borne by the successful contractor. The surety company furnishing such a bond shall be authorized to do business in the State of Georgia.

C. Samples/Demonstrations

The Board reserves the right to request samples after bids 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 bidder's expense. A request for the return of samples must be made within 10 days following the opening of the bid. A call tag must be furnished and all shipping costs shall be at the bidder's expense. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and part/model number.

The Board, at its discretion, may request a demonstration of offered equipment prior to bid award. This demonstration shall be at the expense of the bidder.

D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 0 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder 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

ITB # 09-42

The undersigned bidder certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this Invitation to Bid; and further certifies that the bid proposal submitted is in accordance with all documents contained in this Invitation to Bid 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: _____ Bid # _____

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____

_____ Notary Public; My Commission Expires: _____

HOW DID YOU HEAR ABOUT THIS ITB?
(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.

BID SUBMITTAL FORM

ITB #09-42

Item	Quantity	Description	Unit Price	Ext Price
1	100 each	<p>Urban Defender Flying Cross short sleeved shirts with French creases and hidden front zipper – (Faux bottoms with zipper, navy blue standard) ladies/men. 100% VISA System 3 polyester or approved equal. Style-UD12010/UD12000. Color-Navy</p> <p>Brand Name: _____</p> <p>Number: _____</p>		
2	100 each	<p>Urban Defender Flying Cross long sleeve shirts with French creases and hidden front zipper – (Faux bottoms with zipper, navy blue standard) ladies/men. 100% texturized polyester w/ VISA System 3 or approved equal: Style-UD12030/12020. Color-Navy</p> <p>Brand Name: _____</p> <p>Number: _____</p>		
3	Each	<p>Normal Industry Oversize Price for shirts (Navy). Please list sizes and charge for the purchase of each size over the industry standard.</p>		
4	100 pairs	<p>Flying Cross trousers – UD 3900 (Colors to match Navy shirts) ladies/men 100% polyester, VISA system 3 by Miliken. Plain front, 2 quarter top front pockets and 2 hip pockets or approved equal. Style-UD3933/UD3900</p>		

		Brand Name: _____ Number: _____		
5	Each	Normal Industry Oversize Price for trousers. Please list sizes and charge for the purchase of each size over the industry standard		
6	200 each	Shoulder Patches		
7	27 sets	Gold colored sew on sergeant chevrons (Background color is black) Brand Name: _____ Number _____		
8	15 sets	Gold Colored sew on corporal chevrons (Background color is black) Brand Name _____ Number _____		
9	15 each	Bianchi Nylon Accu Mold duty belt Velcro attached, Bianchi number #7200 Brand Name: _____ Number: _____		
10	15 each	Bianchi nylon double Magazine holder with velcro closure , Bianchi number #7302 Brand Name: _____ Number: _____		
11	15 each	Bianchi Nylon handcuff pouch – with velcro closure, Bianchi number 7300s Brand Name: _____		

		Number: _____		
1 2	15 each	Bianchi Nylon level 2 holster for Glock Model 22 Pistol, Bianchi number 7120 Brand Name: _____ Number: _____		
1 3	15 each	Bianchi Nylon under belt for use with Accu Mold #7200 (Velcro) Bianchi number #7205 Brand Name: _____ Number: _____		
14	15 each	Bianchi Nylon OC Spray Holder - velcro closure (Spray: foam pepper 10, MK-4,), Large, Brand Name: _____ Number: _____		
1 5	15 each	Bianchi Nylon Radio Holder , Bianchi number 7314s Brand Name: _____ Number: _____		
1 6	10 each	Silver Colored hi-gloss nameplate with two print levels (i.e.: position/title/ on top level and name on the bottom). - Rhodium hi-gloss, Blackington B1695R approved equal: Brand Name: _____ Number: _____		
1 7	5 each	Blauer winter coat with zip out lining and gold colored buttons. shell fabric-100%		

		texturized Nylon, 70 denier warp and 250 denier filling. lining fabric- 100% nylon 70 denier ripstop w/ a total count of 210. Style #6010 or approved equal Color-Navy Brand Name: _____ Number: _____		
1 8	15 each	Blauer winter coat with zip out lining and silver colored buttons. shell fabric-100% texturized Nylon, 70 denier warp and 250 denier filling. lining fabric- 100% nylon 70 denier ripstop w/ a total count of 210. Style #6010 or approved equal Color-Navy Brand Name: _____ Number: _____		
19	13 each	Orange mesh traffic vest with "POLICE" printed on it Brand Name: _____ Number: _____		
20	13 each	Orange mesh traffic vest with "Crossing Guard" printed on it Brand Name: _____ Number: _____		
21	12	5.11 Tactical Series Speed 6" Boot- lightweight ankle-height 6" boot. Quiet outsole, moisture-wicking lining, oil and slip resistant or approved equal		
22	75	Spiewak Shortsleeve Shirt- MicroWeatherpel, moisture and soil resistant. 100% micro fiber texturized Poly-micro fiber w/ Nanotechnology. 2 military-styled box pleated pockets. Buttons 100% polyester or approved equal Style-SPDU10/11-Men/Women. Color-Navy(011)		

		Brand Name: _____ Number: _____ _		
23	75	Spiewak Trouser- MicroWeatherpel, moisture and soil resistant. 100% micro fiber texturized Poly-micro fiber w/ Nanotechnology or approved equal Style- SPDU-20 Ladies/Men. Color- Navy(011) Brand Name: _____ Number: _____ _		
2 4	25	Spiewak- Longsleeve Shirt- MicroWeatherpel, moisture and soil resistant. 100% micro fiber texturized Poly-micro fiber w/ Nanotechnology. 2 military-styled box pleated pockets. Buttons 100% polyester or approved equal Style SPDU15/16-Men/Women. Color- Navy(011) Brand Name: _____ Number: _____ _		
2 5	13 each	Blauer reversible (black and orange) raincoat with weapon opening #733 or approved equal: Brand Name: _____ Number: _____		
2 6	13 pairs	Bates 942 (Men's) High gloss features leather uppers, breathable lining and fully cushioned removable footbed or approved equal: Brand Name: _____ Number: _____		

27	15	<p>Bates 742 (Ladies) High gloss uppers and Durashocks comfort. Removable footbed. Oil and slip resistant or approved equal:</p> <p>Brand Name _____</p> <p>Number _____</p>		
28	26	<p>Gray, 100% cotton pre-washed polo-style no pocket shirts with gold "Crossing Guard" badge embroidered on left breast (S-XXL).</p>		
29	18	<p>Navy Blue, 100% cotton pre-washed polo-style no pocket shirts with gold "Dispatcher" emblem embroidered on left breast.</p>		
30	40	<p>Black uniform trousers, Edwards 2510-10 (Dispatchers) (also indicate size for oversized trousers)</p>		
31	13	<p>Reflective Rain suits, yellow. Polyester rain jacket w/vented capebacks and armpits. Snap on hood w/ drawstring. Adjustable suspenders. Silver 2" reflective tape or approved equal.</p>		
32	40	<p>Collapsible baton holsters, Nylon ASP 26"</p>		
33	6	<p>1 1/2" Plain Black Leather Belt w/ Gold Buckle</p>		
34	40	<p>Navy Windbreaker, "Police" on back, badge embroidered on front (officers)</p>		
35	6	<p>Navy Windbreaker, no emblems (dispatchers)</p>		
36	20 sets	<p>Gold Colored, sew on APO Chevrons (1 stripe – Background color is black)</p>		
37	15 pairs	<p>Bates Enforcer Boots Men 2261 8" Tactical Sport side zip. Breathable mesh lining, fully cushioned removable insole w/ shock absorbing pads. Rubber outsoles & slip resistant or approved equal:</p> <p>Brand Name: _____</p> <p>Number: _____</p>		

3 8	15 pairs	Bates Enforcer Boots Women 2700 8" Tactical Sport side zip. Breathable mesh lining, fully cushioned removable insole w/ shock absorbing pads. Rubber outsoles & slip resistant or approved equal: Brand _____ Number _____		
39	10 each	Tru Spec pocket BDU Pants. 100% cotton Ripstop. Lightweight cloth in a ripstop weave. Breathes well. Four button fly. 4" waist adjustment. Drawstring leg. 6 deep pockets. Resist tear and abrasions or approved equal Brand Name _____ Number _____		
40	10 each	Tru Spec 2 pocket BDU Shirts 65/35 Poly-Cotton Ripstop. 2 box pleated chest pockets w/ flaps and pencil compartment. dress shirt style and double pleated back. extra long shirrtail, fused collar or approved equal Brand _____ Number _____		
41	10 each	Bianchi Nylon Double Handcuff Pouch with velcro closures. Brand _____ Number _____		
42	10 each	Navy Windbreaker with crossing guard emblem Brand Name _____ Number _____		
		GRAND TOTAL		_____

ALL BIDS ARE TO INCLUDE SEWING OF PATCHES, CHEVRONS, AND ALTERATIONS.

PRICES SUBMITTED SHALL INCLUDE STANDARD SIZES WITH AN

ADDITIONAL PLUS SIZE COST.

Note: Items 1-8 and shall be bid based on an "all-or-none" basis.

Note: Items 24-26 should be bid based on an "all or none" basis.

All bid prices must be F.O.B. Savannah locations with all delivery charges included.

DELIVERY CAN BE MADE WITHIN _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

PAYMENT TERMS: _____

FIRM SUBMITTING BID: _____

INDIVIDUAL SUBMITTING BID: _____

SIGNATURE: _____

TITLE:

ADDRESS _____ CITY/STATE _____
ZIP _____

TELEPHONE _____

FAX _____

EMAIL ADDRESS: _____

ATTACHMENT "A"

SPECIFICATIONS

ITB #09-42

Police Uniforms and Accessories

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 intent of this bid is to establish an agreement with qualified bidder(s) for Police Uniforms and Accessories to be delivered to the Savannah-Chatham County Board of Public Education, (hereinafter referred to as "the Board") whenever ordered during a twelve-month period. This will be a multi-supplier agreement whereby, should the primary supplier be unable to fulfill the District's order in the time frame requested, then the District reserves the right to use another supplier. Please indicate your desire to be a secondary supplier.

SIZE AND MEASUREMENTS:

The bid submission shall be inclusive of any and all sizes requested by the Campus Police. The successful bidder shall be responsible for measuring each uniform employee to assure a proper uniform fit. The successful bidder(s) shall contact the Chief of the Campus Police or his/her designee at (912) 201- 5536 to schedule the times for measurements which shall to be taken at a time and place specified by the District. The successful bidder shall solely be responsible for field measurements for the specified uniforms. The Board shall not be responsible for providing or verifying measurements.

The successful bidder must be able to size and fit employees at the specified District location within two (2) working days of receiving notice by the District. As an alternative, the District may waive this requirement if the supplier has a location for sizing and fitting employees that is within 15 driving miles of the District's jurisdictional limits.

Any alterations that are deemed necessary by the District will be done at the expense of the supplier.

INTERPRETATION OF THE TERM “EQUAL”:

The Board reserves the right to determine the quality of articles bid as alternates, equal, or approved equal, and further reserves the right to reject any or all articles so judged not equal. The Board will not be responsible for any other interpretations or explanation of the specifications. The successful bidder(s) shall not make unauthorized substitutions after award is made. All proposed alternates shall be submitted in advance of the bid closing date. A minimum of (7) seven days is required to allow for review and notification.

BRAND NAME:

Any reference to brand names, codes or model numbers in these specifications are offered as point of reference in order for bidders to consider styles, sizes, weights, and similar characteristics. Unless otherwise stated, the use of such brand names should not be interpreted as the exclusive brand desired. However, if other than the specified brand or model is offered, the brand or model number must be clearly noted.

DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEMS(S):

Prior to acceptance of the quoted commodity, the District reserves the right to perform a visual inspection and physical demonstration to verify compliance with all bid specifications and operational requirements. The successful bidder shall have an opportunity to provide the specified commodity. Should the commodity continue to fail to meet the specifications the District shall deem the contract in default and terminate the contract for cause as detailed on page 22, Termination for Cause/Default.

Bidders desiring to submit an alternate make or model for evaluation must submit sample to Purchasing, 208 Bull Street, Room 213, Savannah GA 31401 at least seven (7) days before the bid opening date. The district will determine acceptability of alternate upon review of sample. All potential vendors will be notified within five (5) business days of bid closing date.

The determination of equivalency rests with District staff and shall be final.

BASIS OF AWARD:

If awarded, consideration will be given to any previous documented performance for the Board as to the quality of service and merchandise and with regard to the bidder's ability to perform, should he be awarded the bid. The Board reserves the right to accept that bid which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest bid. The Board also reserves the right to split the award if in the best interest of the Board, with the exception of items 1-8 & 24-26.

BID ACCEPTANCE PERIOD:

A ninety-day period from bid closing date is generally allowed to review and evaluate

responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the ninety-day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed canceled.

ALTERING BIDS:

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

DURATION OF AGREEMENT and PRICE ADJUSTMENTS:

If awarded, the successful bidder will be awarded a twelve (12) month agreement once a contract has been fully executed. Prices shall not be increased for the entire agreement period. The agreement may be renewed for two (2) additional twelve (12) month periods if both parties agree. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not to exceed 5%. Any request for a price increase must be presented to the District at least 60 days before the expiration of the current agreement. Price decreases are allowed at any time.

TRANSITION:

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

PRICING:

Prices submitted for items 1-8 & 24-26 shall be awarded to a single source to ensure consistency with uniforms. Prices submitted on this bid shall be firm for a period of one (1) year. The Board reserves the right to accept or reject any or all bids, and waive informalities.

QUANTITIES:

The quantities given are intended only as a guide for the bidder. The Board 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 Board's requirements may exceed the quantities shown and the successful bidder shall be obligated to fulfill all requirements as shown on the purchase orders, whose order dates fall within the performance period of the contract.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID:

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the Bid, it shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an amendment and shall be given by written notice to all parties who have received this Bid from the Savannah-Chatham Public School System's Purchasing Department.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the Bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. All addenda shall be acknowledged by the bidder(s).

INQUIRIES:

Interested bidders may contact the DISTRICT to get clarification of the solicitation. All inquiries must be received no later than 5:00pm on November 21, 2008. All questions should be directed to Vanessa M. Kaigler, Director, **in writing**, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, 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 solicitation in addition to that contained in the written document. Interpretations of the solicitations or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all vendors who receive a bid package via mail. No questions will be answered by telephone.

SPECIAL CONDITIONS:

The Savannah Chatham County Public Schools will permit sub-contracting of work performed under this contract providing the following condition is met:

If the successful vendor utilizes a subcontractor located outside of the City of Savannah, County of Chatham, USA, an affidavit must be submitted by the sub-contractor performing solicited services.

Successful bidder must comply with the Board's zero tolerance, drug free workplace policy which is in effect, while performing any Board related job.

DELIVERY:

Orders must be delivered and invoiced within 45 days of receipt of purchase order.

UNIFORMS:

Police: Navy shirts, pants and ties shall be texturized 100 % polyester fabric with "visa" or equal for improved soil and stain release, wrinkle resistance and wickability (Items 1,2, & 4).

Police: Navy shirts and trousers shall be moisture and soil resistant, quick drying, breathability, excellent color retention and easy care. The fiber shall be 100% texturized poly-micro fiber, specially treated with permanent NANO technology. The pockets on the shirt shall be military-styled box pleated, breast patch pockets with 3-point button down flaps (Items 22-24).

Dispatcher: Black Pants shall be 65% polyester/35% cotton, 100% wrinkle-resistant, with stain resistant finish.

SAMPLE:

Sample patch(s) should be constructed to show quality and workmanship of patch(s) to be supplied. This sample will be provided free of charge to the Board. If during the course of the twelve (12) month period, the police uniforms and or accessories provided does not meet or exceed the specifications, the successful vendor will be required to replace substandard items. Any delivery of police uniforms and or accessories different from approved standard will be returned at vendor's expense. Once the sample has been approved, the successful vendor "must" supply the same quality police uniforms and or accessories during the contract period.

A SAMPLE OF EACH EMBLEM IS INCLUDED IN THE BID PACKAGE. INTERESTED VENDORS MAY CONTACT THE PURCHASING DEPARTMENT FOR A SAMPLE SHOULDER PATCH. A SAMPLE OF EACH EMBLEM AND PATCH MUST BE SUBMITTED WITH THE SUBMITTED BID PACKAGE FOR APPROVAL BY THE BOARD. (The Board will supply the successful bidder with a sample patch and emblem for color accuracy)

DISPATCHER SHIRTS AND EMBLEM

1. Navy Blue polo-style shirts
2. Gold "Dispatcher" badge embroidered on left breast
(see attached sample)

CROSSING GUARD SHIRTS AND EMBLEM

1. Gray polo-style shirts
2. Gold "Crossing Guard" badge embroidered on left breast
(plus Industry oversize price list for XXL shirts)

CAMPUS POLICE SHOULDER PATCHES

To obtain, a sample bidder may either log onto the following web site or contact the Purchasing Department via fax at 201 7648.

The following patches can be accessed by logging on to "SCCPSS.com" click Vendors/Bidders, Bids & RFPs, bids & rfps, Police Uniforms & Accessories and then click on the PDF images below.

INDEMNITY:

The successful bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the successful bidder, its agents, or any other person the successful bidder designates to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising therefrom.

TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver the Police Uniforms and Accessories 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 bidder(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 bidder(s) shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the bidder 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 bidder shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of contract by the bidder. The Board may withhold any payments to the bidder 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.

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

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

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

The successful 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:

ATTACHMENT C - EXHIBIT #3

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

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

LMWBE FORM 4 BID #09-42

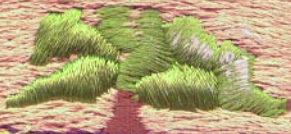




CHATHAM COUNTY

PUBLIC SCHOOLS

GA.



CAMPUS

POLICE