



Savannah-Chatham County Public School System

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

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools would like to take this opportunity to announce that we are requesting proposals for **Math K-12 Grade Level Assessment Software**. 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 **8/31/2016 11:00:00 AM**, at which time they will be publicly opened and a list of offerors registered. If offeror is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Offerors are to clearly mark the outside of your envelope with "No Response".

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

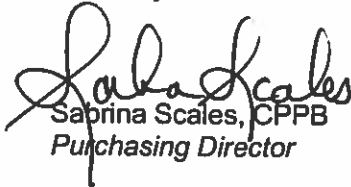
Enclosed is a proposal packet, which outlines the items being solicited and instructions which describe the submission of the proposal.

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

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

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

Sincerely,


Sabrina Scales, CPPB
Purchasing Director

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

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

"AN EQUAL OPPORTUNITY EMPLOYER"

REQUEST FOR PROPOSAL #17-08

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 **Math K-12 Grade Level Assessment Software** as specified in this Request for Proposal (RFP). The successful offeror(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

- 1.) Purchase Order Number
- 2.) RFP Number 17-08
- 3.) Serial Number (as applicable)
- 4.) Part Number/Description/Nomenclature
- 5.) Quantity Ordered
- 6.) Quantity Shipped
- 7.) Site Destination

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

All invoices should be mailed to:

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

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

D. General Specifications/Scope of Work

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F. Submittal of Objections

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

G. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn.: Kathleen Watson-Scott, CPPB, Purchasing Agent
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, 5:00 pm, August 17, 2016. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda before the seventy-two (72) hours prior to the date and time set for opening proposals.

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors In Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

All 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 to:

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

T. Compliance with Specification/Terms and Conditions

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

U. Award of Contract

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

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 Purchasing Agent 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 **Math K-12 Grade Level Assessment Software**", 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 a sealed envelope, which is plainly marked with the RFP number and title, and date and time of proposal closing. If proposal materials require additional envelopes, then all mailing articles must be combined together and marked as described above.

- * Submitted on proposal forms as included in this RFP and in accordance with instructions stated above.
- * Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Proposal Opening date and time. Whether sent by mail or by means of personal delivery, the offeror assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Late proposals will be returned unopened to the offeror.
- * Proposals submitted by facsimile transmission will not be accepted.
- * Considered an irrevocable offer for a period of one hundred twenty (120) days from the date of public proposal opening.

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing RFP #17-08 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 **twelve (12) months** from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.

**BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
RFP #17-08**

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*

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

Local and/or Minority/Woman Business Enterprise Development Information

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

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

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

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

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

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

Notary Public; My Commission Expires: _____

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

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

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

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

VENDOR STATEMENT:

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

- Prime Contractor Sub-Contractor Supplier/Distributor

Bid/RFP Number: _____ Title: _____

Signature/Title

Company Name

Telephone Number

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

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

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

FORM 3

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

_____, 201_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY REPUBLIC

My Commission Expires

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

_____, 201_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY REPUBLIC

My Commission Expires

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

_____, 201_____
Date

in _____, and _____
City State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY REPUBLIC

My Commission Expires

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

FORM 6

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

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

Signature

State of *County of*

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

PROPOSER SUBMITTAL FORM
RFP# 17-08

SUBMITTAL REQUIREMENTS:

All proposals shall be:

- * Submitted on 8 ½" x 11" paper, and prepared simply and concisely.
- * Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.
- * Submitted in a sealed envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. If proposal materials require additional envelopes, then the proposal package must be combined together with the envelope on top.
- * Thorough and detailed as possible so that the Board may properly evaluate the offeror's capability to provide the required services.
- * Submitted on proposal forms as included in this Request For Proposal and in accordance with instructions stated above.
- * Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Register of Offerors date and time. Whether sent by mail or by means of personal delivery, the proposer 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 proposer.
- * Proposals submitted by facsimile transmission or e-mail will not be accepted.
- * Considered an irrevocable offer for a period of ninety (90) days from the date of public proposal opening.

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

In order to be considered for selection, proposer must submit complete a response to this RFP; one (1) unbound **original** and **five (5)** copies of each proposal shall be submitted to the Board as indicated on the cover sheet. Proposers must also submit **one** reproducible CD-ROM of the proposal. Its content must be constructed from commercial grade software such as Microsoft Word or Corel WordPerfect or similar products. No other distribution of the proposal shall be made by the offeror.

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

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 to provide the services detailed in the specifications. The Offeror shall clearly specify its ability to meet specifications as defined in the RFP.
- 2. GENERAL:** Location of Offeror's headquarters; nearest office; applicable telephone and facsimile numbers; email addresses, and any other pertinent information relative to the size and organizational structure of the company. There shall be one point of contact for the development services.
- 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. A copy of the organization's business license or formal legal documentation with respect to conducting business in the state of Georgia must be submitted with your proposal.
- 4. PROPOSED PROJECT PLAN WITH TIMELINE AND DELIVERY:** Provide a written detailed project plan describing how the offeror intends to approach and execute the plan. The planned approach must clearly state methods to be used on providing Math K-12 Grade Level (Assessment Software). The project plan must include timeliness for complete delivery and training.
- 5. FINANCIAL DATA:** Pertinent data which demonstrates the Offeror's corporate capability to successfully perform. This shall include information about the financial stability of the firm; e.g. annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.
- 6. PROJECT UNDERSTANDING:** The Offeror shall provide a written narrative state to demonstrate his or her understanding of the scope of work.

7. APPROACH/METHODOLOGY: The Offeror shall provide a written narrative describing the approach/methodology to providing services. Specifically describe your approach to providing Math K-12 Grade Level (Assessment Software).

8. EXPERIENCE/REFERENCE: Describe the Offeror's prior related experience of providing Math K-12 Grade Level (Assessment Software) to school divisions of similar size and scope. Responses **must** include the names, addresses, telephone and facsimile numbers, and email addresses of contact persons, telephone number of school supplied, size and scope of that served, dollar value of contract, date of award and period of performance. Offeror **must** provide a minimum of three (3) references with a company's name, contact person, telephone and fax number.

9. COST PROPOSAL: Cost proposals shall be submitted on the enclosed Proposal Cost Submittal Form in a separate sealed envelope clearly marked "Cost Proposal". The offeror shall clearly outline the cost proposed for the assessment software. All prices, cost and conditions outlined in the offerors proposal shall remain fixed final valid for acceptance for one hundred twenty (120) days starting on the due date for the proposal.

10. EVALUATION METHOD CRITERIA: The Board will evaluate proposals and will select the proposer which meets the requirements within this Request for Proposal and is in the best interest of the Board. The Board shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Board may at its discretion and at no cost to the Savannah-Chatham County Public School System, invite offerors to appear for questioning during the evaluation period of the Request for Proposal. Each proposal will be evaluated based on criteria and priorities defined by Savannah-Chatham County Public School System.

Each member of the Review Committee shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Offeror's proposals. All assignments of points shall be at the sole discretion of the individual members of the Evaluation Committee. The categories will be evaluated independently of one another. The Board's decision will be final. The Board's evaluation criterion may include but shall not be limited to consideration of the following:

All proposals shall first be reviewed by the Evaluation Committee as defined in the Scope of Work of this RFP.

Evaluation Criteria	Max Points
1. K-12 Experience and References Prior related experience of providing assessment software to School/division of similar size and scope. Minimum of three (3) References provided.	15
2. Functional Requirements Ability to meet functional and technical requirements listed in Attachments A1.	15
2. Functional Requirements Ability to meet functional and technical requirements listed in Attachments A2.	15
4. Project Plan Offeror shall provide a written narrative state to demonstrate his or her understanding of the scope of work.	10
5. Support Plan and Training Offer must provide a proposed training plan. Include type of delivery and materials provided. Offeror must provide a proposed support plan that covers hours and days of support service, who can call, type of support and any restrictions.	10
6. Cost	35
TOTAL	

PROPOSER COST SUBMITTAL FORM

RFP 17-08

MATH K-12 GRADE LEVEL ASSESSMENT SOFTWARE

Total cost for assessment Software, installation, and support services for Math K-12 Grade Levels:

\$ _____

In Submitting this RFP, I agree to the following:

1. To hold my RFP valid for a period of one hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this RFP.
3. To accomplish the work in accordance with the contract documents and specifications.
4. To complete the work by the time as agreed upon by an authorized SCCPSS District representative and the offers firm.
5. I will deliver and complete installation as agreed upon by an authorized SCCPSS District representative and the offeror's firm.

Delivery can be made within _____ of receipt of purchase order.

Email Address: _____

Company: _____

Contact Name: _____ Telephone Number: _____

Title: _____

Signature: _____

ATTACHMENT "A" SPECIFICATIONS
RFP# 17-08

All bid postings on this website 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 advertised to contact the Purchasing Department for the current status of any bid posting. All bids and RFPs submitted to the Purchasing Department must be clearly marked with the Bid/RFP name and number on the outside of the document.

1.0 GENERAL INTENT

The intent of these specifications is to set forth a contract under which the Savannah-Chatham County Public School System (SCCPSS) may purchase a computer adaptive classroom-based assessment program that directly reports; adaptive Diagnostic in Math, Progress Monitoring Tools, Core standards based instruction practice and assessment, Instructional Grouping, Student online practice, and Data Reports with Growth Predictive Measures. The system requires capability to assess, measure, monitor student progress, provide student practice, and compare Kindergarten through 12th grade student's math ability.

The Savannah-Chatham County Public Schools System requires a systematic approach for monitoring student math levels. The proposed system shall have comprehensive customizing report capabilities at a variety of levels; teacher, school administrator, central administrator and also be able to provide drill down capabilities to individualize tiered instruction.

The SCCPSS expects the vendor response to include a complete turn-key solution from design, installation, integration, and training that supports multiple operating systems. The vendor shall provide three references from other K-12 districts on the product being proposed. A complete training program is also required including samples of vendor training agenda and training materials.

2.0 BACKGROUND INFORMATION

The Savannah-Chatham County Public School System is located in Georgia's largest coastal city and is a medium-sized school district with an enrollment of approximately 38,000 students in grades Pre-K through 12. There are currently 53 schools, 7 alternative programs, and 5 administrative/instructional support sites in the district. Total employee range is around 5,000.

3.0 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.

4.0 SPECIFICATIONS

The following specifications are not absolute requirements but will be used to evaluate proposals in relation to the district needs. The Offer shall address their response in sufficient detail to allow the District a clear understanding on how your organization would fulfill the listed requirements.

See attachment A1 – Functional Specifications and A2 Technology Requirements

5.0 BASIS OF AWARD

The District intends to award a contract for Math K-12 Grade Level (Assessment Software) as a result of this Request for Proposal. The firm scoring the highest number of points based on the established criteria and meeting and exceeding the stipulated requirements will be recommended for award. The award will be made as outlined in the evaluation criteria including cost and other factors in the proposal submitted. The District reserves the right to waive any technical or formal errors or omissions of the District and to reject any and all proposals, or to award a contract for the assessment software that is in the best interest of the District.

6.0 PERFORMANCE PERIOD

If awarded, this proposal will establish a contract to be put in place and remain open for a twelve month period beginning with contract award.

7.0 COST PROPOSALS

Cost submitted on the cost submittal form shall be firm during the contract period.

8.0 OFFERORS QUALIFICATIONS

The District will only consider firms that have been engaged in the business of performing the services as described in these specifications. The Offeror must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and to ensure that they can satisfactorily execute the services if awarded a contract.

The District reserves the right, before awarding the contract, to require an Offeror to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including but not limited to, the financial, technical and other qualifications and abilities of the Offeror, including past performance and experience with the District) in making the award in the best interest of the District. Offerors must be engaged full time in the supply or services rendered that are particular to this Request for Proposal.

9.0 SUPPORT AND TRAINING

Offer must provide a proposed training plan. Include type of delivery and materials provided. Offeror must provide a proposed support plan that covers hours and days of support service, who can call, type of support and any restrictions.

10.0 QUARTERLY MEETING

The Offeror shall participate in and support all associated costs for all participant for quarterly planning meetings of the SCCPSS and Offeror project management teams, other Offeror Management staff responsible for services provided to the SCCPSS and representatives of the Offeror's senior management team, as necessary.

A meeting plan will be mutually agreed upon. Offerors should expect up to five (5) meeting days annually, either utilizing electronic meeting tools or held at either the Offeror's site or at the SCCPSS. The Offer shall be responsible for all costs associated with these meetings and should anticipate a minimum of two half day meeting at the Offeror's site annually with a minimum of six (6) SCCPSS personnel in attendance. The Offeror shall submit to SCCPSS meeting notes within (5) working days of each meeting for final review and approval.

11.0 ON-GOING COMMUNICATION

Offers must describe in their proposal a detailed communication strategy to ensure that SCCPSS will be informed by Offeror in advance of changes that may disrupt service to SCCPSS' locations required to administer the assessment.

12.0 SECURITY OF TEST ITEMS AND STUDENT INFORMATION

Security of student information, student performance data, and test items must be maintained. Individual test information shall only be made available to SCCPSS district authorized personnel, and if requested under FERPA guidelines, to the student's parent/guardian. No other individuals or organizations shall have access to test results. Applications, data transactions and reports must be built such that they protect individual student's privacy consistent with Georgia public records law and FERPA and other federal laws.

13.0 DEMONSTRATIONS

Demonstrations will be required of all Offers whose proposals are considered responsive to the RFP. Demonstrations of the Offerors will be evaluated by the Evaluation Committee, including but not limited to teacher focus groups (optional). At a minimum, demonstrations should include setup, logon by students and educators, selection of tests, presentation of items, student response, and production of student results. During the demonstration evaluation, the Evaluation Committee will put particular emphasis in the evaluation on successful, effective applications for item management, test design, test administration, student logon and test taking. Consideration will also be given for such attributes as ease of use and appeal of graphics and design. Evaluation

Committee members may ask questions for clarification of the system or the proposal during the demonstration session. The Offeror representative(s) attending the demonstration shall be technically qualified to respond to questions related to the proposed system. All Offeror costs associated with participation in the demonstrations conducted for the SCCPSS are the Offeror's responsibility.

14.0 NEGOTIATIONS

Negotiations may be conducted by the District, in its best interest, best and final offer requirements may also be part of the negotiation process or award may be made based on the results of the original offers.

Negotiations may include, but are not limited to:

- Cost of the items or services so specified in the offer
- Delivery time after receipt of order, or time of completion of the project
- Determining whether the Offeror has the financial capabilities, facilities, personnel and equipment necessary to provide required items or services

15.0 DISCONTINUATION OF AVAILABILITY

In the event any equipment used in the services being provided by the Offeror becomes obsolete or is discontinued, the successful offeror shall notify SCCPSS and advised of an equivalent replacement within 10 days of notice from manufacturer. If during the term of contract, pricing is reduced by the manufacturer on equipment, the successful offeror shall provide written notification to SCCPSS within 10 days of manufacturers' price reduction. Any price reductions shall be passed along to the district. Failure to notify the district of discontinued equipment or price reductions may result in termination of the contract.

16.0 GUARANTEES AND WARRANTIES

All guarantees and warranties should be stated in writing and .submit ted as part of the request for proposal. The offeror shall warrant that the services will meet the reliability and performance requirements set forth in the RFP and will continue to do so as the services remains under offeror maintenance.

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

If, within the warranty period any defects occur which are due to faulty material and/or services, the offeror at his expense, shall repair or adjust conditions, or replace the material and/or services to the complete satisfaction of the SCCPSS. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of the district's data centers and network infrastructure.

17.0 INSURANCE REQUIREMENTS

All offerors shall provide documentation of Worker's Compensation and Liability Insurance as specified by attachment "B" of this document, along with proposal response.

18.0 INDEMNITY/HOLDHARMLESS

Successful offeror shall, at all times, fully indemnify, hold harmless, and defend SCCPSS and its officers, members, agents, and employees from an against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Offeror and its employees, or because of any act or omission, neglect or misconduct of the Offeror, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

19.0 TERMINATION FOR CAUSE/DEFAULT

In case of failure to deliver the material or services in accordance with the contract terms and conditions, the Board, after due oral or written notice, may procure them from other sources and hold the 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 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 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 offeror is determined.

20.0 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 proposer, 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 proposer 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.

21.0 REP ACCEPTANCE PERIOD

A one hundred twenty-day (120) period from RFP 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, if the evaluation process is inactive.

22.0 TRANSITION PERIOD

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful 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.

23.0 AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP

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

24.0 INQUIRIES

Interested PROPOSERS may contact the DISTRICT to get clarification of the proposal. All questions shall be directed to Sabrina Scales, 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 by 5:00 p.m. on August 17, 2016. 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 questions will be answered by telephone or emails.

25.0 CONFIDENTIALITY AND OWNERSHIP

All data, student information, school information, data from field tests, and assessment instrument series shall be strictly confidential and shall be the property of the SCCPSS. Assessment tasks/items developed by or for the SCCPSS shall also be strictly confidential and considered the property of SCCPSS unless otherwise agreed to in a written agreement. The Offeror will maintain ownership of the items that been previously developed by and are copyright of the Offeror.

The Offeror may not communicate or transfer said data, student information, school information, assessment materials, data from field tests, and assessment instrument series, in whole or in part, to any third party without the express written consent of the SCCPSS or its designee. In the event said written consent shall be granted by the SCCPSS or a designee, the Offeror shall comply with all requirements of law respecting confidentiality of student records.

26.0 CONFIDENTIALITY OF DOCUMENTS

All documents submitted as part of the Offeror's proposal will be deemed confidential during the evaluation process. Offeror proposals will not be available for review by anyone other than the SCCPSS Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Offeror's information to a competing Offeror prior to award of the contract. The Savannah-Chatham County Public School System is a *public* agency as defined by state law, and as such, it is subject to the Georgia Open Records Act section 50-18-70. Under the law, all the SCCPSS' records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Offeror(s) are advised that once a proposal is received by the SCCPSS and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Offeror(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Offeror feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Offeror(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Offeror's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record", and briefly stating the reasons that each document meets the said definitions.

27.0 DISCREPANCIES AND OMISSIONS

Offeror is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Offeror. Should Offeror find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Offeror shall notify the SCCPSS's Designated Contact, in writing, of such findings at least ten (10) calendar days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Offeror's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

28.0 SCCPSS's RIGHT TO REJECT PROPOSALS

The SCCPSS reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the SCCPSS's specifications or

Offeror's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the SCCPSS may deem necessary in the best interest of the SCCPSS.

29.0 SCCPSS's RIGHT TO CANCEL SOLICITATION

The SCCPSS reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The SCCPSS makes no commitments expressed or implied that this process will result in a business transaction with any Offeror. This RFP does not constitute an offer by the SCCPSS. Offeror's participation in this process may result in the SCCPSS selecting your organization to engage in further discussions and

ATTACHMENT "B" INSURANCE REQUIREMENTS
RFP# 17-08

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 additional insured under awarded bidder's insurance policy for the duration of this contract.**

**ATTACHMENT "C" LMWBE BUSINESS PARTICIPATION PROGRAM
RFP# 17-08**

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

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

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

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

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

The successful 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@vanqdist.com.

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

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

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

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

NAME OF BIDDER/PROPOSER: _____ BID #: 17-08

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**

NAME OF BIDDER: _____ BID #: 17-08

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:

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

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

NAME OF BIDDER/PROPOSER: _____ BID #: 17-08

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 #: 17-08

PROJECT TITLE: _____

DATE: _____ PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

CUMULATIVE LMWBE MONTHLY REPORT: \$ _____

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: _____ Signature: _____ Title: _____

NOTES:

- Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Exhibit 1, including an accounting for any changes in LMWBE firms employed.
- This report must be completed in duplicate and one copy submitted with CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS and the second copy directly to the district's program management firm.