



**an equal opportunity
employer**

Ladies and Gentlemen:

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

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Student Enrollment Registration Verification Online System (SERVOS)**. 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 **02:00:00 PM, December 15, 2011** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

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

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

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

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

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #12-56

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 **Student Enrollment Registration Verification Online System (SERVOS)** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

All invoices should be mailed to:

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

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

D. General Specifications/Scope of Work

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F Submittal of Objections

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

and/or substance of the RFP documents and specifications. Failure to object in accordance with this procedure will constitute a waiver on the part of the offeror to protest this Request for Proposal.

G. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn.: Vanessa M. Kaigler
Director of Purchasing
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, **03:00:00 PM on December 1, 2011**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on December 6, 2011**.

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

Q. "Responsive" Offeror Criteria

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

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

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

T. Compliance with Specification/Terms and Conditions

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

U. Award of Contract

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

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

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

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

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

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

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

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **Student Enrollment Registration Verification Online System (SERVOS)**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

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

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

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

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

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

* Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **12-56** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

The offerors shall provide a **unit price for each item** on this RFP which will remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If

so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

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

B. Samples/Demonstrations

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

C. Warranty

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

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

RFP #12-56

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

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

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

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

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

Contact Person for This Bid Phone Number
REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

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



Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: _____ RFP #

Please check ownership status as applicable:

____ Local ____ Woman

____ African American ____ Hispanic

____ Majority ____ Non-Local

Name, Title Authorized Signature Date

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

Expires: _____ Notary Public; My Commission

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

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

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

____ The Savannah Tribune Legal Ad ____ Visiting the Purchasing Office

____ Other

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

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

Signature

State of _____

County of _____

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

PROPOSER SUBMITTAL FORM

RFP #12-56

Response Format

Vendor should organize their responses into the sections described below. Each section should be tabbed and clearly marked. Responses that do not substantially follow this format may be rejected.

Tab 1 – Executive Summary/Overview

1. Executive Summary
2. Provide an overview of the project with an Installation Plan showing a thorough understanding of the scope of work to be performed.

Tab 2 – Vendor Company Profile

1. Company Cover letter- Clearly state your Company's qualifications, number of full-time employees, number of technical and installation personnel, training, qualifications, certifications, etc.
2. Bond based on the overall price (not required at this time)
3. Proof of required insurance
4. Financial information – Include financial information about your company. This information will be used to determine your Company's overall financial strength and will be treated as confidential by SCCPSS.
5. Provide at least three (3) Georgia references for which your company has done similar work for in the past year.
6. Provide information on the qualifications of Project Staff, including, company certifications, such as ISO 9000.
7. Provide the name and qualifications of the Project Manager(s) your Company intends to assign to SCCPSS if you are the successful Vendor. Provide the names and titles of other personnel who would work on this project and their qualifications/training.
8. State whether your Company intends to use subcontractors. Include in this Tab all required information about any subcontractors that the Vendor plans to use.

Tab 3 – Main Body of Response

1. Insert a complete copy of this RFP and all addenda. Each section/item shall have a response such as "(Company) understands and will comply." Also, if exception is taken to any section/item, it must be noted in the response to that section/item and then listed in Tab 4 Exceptions with a detailed explanation. Incomplete responses may be grounds to eliminate the Vendor for consideration at the discretion of Savannah-Chatham

County Public School System.

2. List any tasks that SCCPSS must perform and/or be responsible for in order to accomplish the delivery and installation of the system.
3. Provide the vendor's service and support plan.

Tab 4 – Exceptions

Exceptions to any requirement or provision of the RFP and a detailed explanation for each must be entered in this Tab. Unless specifically noted in this Exceptions section, it will be assumed that all sections/items are acceptable to the Vendor. This will be true even if the written response on the RFP copy in Tab 3 notes the exception.

Tab 5 – Equipment and Materials Specifications

1. Include information on the Warranty Program available from the manufacturer that will be provided to SCCPSS. Also, include Vendor's qualifications to offer such warranty.
 2. Include manufacturer's brochures and full technical specifications (cut sheets) for all equipment and materials Vendor proposes to provide.
- Responses that fail to include the Warranty information and the Technical Specifications in Tab 5 may be disqualified.

Tab 6 -Cost Proposal

All reference to cost shall be submitted in a separate sealed envelope mark "Cost Proposal/Budget".

Incurred Costs

All costs associated with a Vendor's response to this RFP shall be borne by the Vendor. SCCPSS will not be liable for any costs incurred by the Vendor in responding to this RFP.

Evaluation

This RFP is not meant to favor any vendor. Instead, it is intended solely to meet the needs and requirements of SCCPSS. The District will evaluate each proposal based on its technical merit and cost. SCCPSS will also consider the Vendor's ability to provide the required services in the allotted time, any previous work done for SCCPSS, and references of similar projects. In addition, the Vendors' clear understanding of the RFP requirements and his willingness to enter into an agreement with SCCPSS to provide a quality solution will be weighed. The inability of the Vendor to meet these qualifying factors may be cause for rejection of his offer. SCCPSS will evaluate all RFP responses using the following criteria to determine which proposal provides the best value to the District:

Evaluation Criteria:

| EVALUATION CRITERIA | MAX POINTS |
|---|-------------------|
| Product Functionality: | |
| System features | 20 |
| Software reporting/data analysis capabilities | 20 |
| Vendor Profile: | |
| Implementation process/training | 10 |
| Vendor References | 5 |
| Warranty/Service: | |
| Meets technology requirements | 15 |
| Service and support | 5 |
| Cost: | 25 |
| TOTAL | 100 |

ATTACHMENT "A"

SPECIFICATIONS

RFP #12-56

Student Enrollment Registration Verification Online System (SERVOS)

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

1. 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 Student Enrollment Registration Verification Online System (SERVOS) software application. The web based system shall include the capabilities to allow parents to enroll their child, see their registration status, verify their information, and receive alerts online. The system needs to support self password reset in order to allow parents to self manage their account. Furthermore, the system will need to integrate with Pearson's PowerSchool Student Information System.

SCCPSS processes Enrollment/Registration/Verification on a yearly basis for 36,000 students, 50 schools, 22 programs, and 30 PreK centers using a paper based method. SCCPSS seeks a online paperless solution for handling enrollment, verification, and applying for specialty and PreK programs. It is our desire to provide a high level of service to new and returning parents by replacing our existing paper based process to online; thus, reducing all costs associated with the production, distribution, collection, and data entry of paper based forms.

The school system shall have the ability to customize any forms, add and remove forms at will. New parents entering the district will need to fill out a complete enrollment packet. Parents wanting to apply to a specialty program or PreK will have to fill out a pre-enrollment packet for review and selection. Due to limited seats for specialty and Prek programs, an online lottery and queuing process is required. Parents of attending students will need to verify key information yearly. Alerts will be required to inform parents of verification status.

Examples of forms include: Student Registration; Safe Schools Registration Questionnaire, Request and Authorization for Release of Student Records, Opt-Out Notification Form, Student residency Questionnaire, and Parent Survey. Example of

forms that parents bring in include: birth certificate, proof of address, immunization record, drivers license. These forms are required to be kept within the system. A scanning solution will be required.

The system must provide a secured, user friendly, web based tool for parents to enroll their children and /or update existing information. A method is needed for allowing certain fields to be updated and others to be flagged for follow up and approval. The proposed solution shall have comprehensive querying and reporting capabilities and be able to communicate both ways with Pearson PowerSchool. It shall be able to track trends and provide extensive analysis of the overall use of the system.

The SCCPSS expects the vendor response to include a complete turn-key solution from design, installation, integration, forms conversion, and training. This is a multi-year project with the online enrollment/verification being the priority followed by the Specialty and PreK program process. The vendor must demonstrate the capability of customizing forms and linking them as packages for new students and verification packets for existing students. Form creation costs are to be identified and listed as a separate line item in the included SCCPSS Budget spreadsheet. A complete training program (operators, technical, designers) is also required including samples of vendor training agendas and training manuals. Without limitation, all labor, services, and materials necessary for the completion of this project shall be included. Proposals shall include all costs of contracts, agreements, insurance, licensing fees, materials, labor, and any other costs necessary to complete this project.

2. Background

Located in Georgia's largest coastal city, the Savannah-Chatham County Public School System is a medium-sized school district with an enrollment of approximately 34,000 students in grades Pre-K through 12. There are 49 schools and 6 alternative programs. The district is the largest employer in the county and includes approximately 3,500 certified professionals and teachers, 1,700 administrator and support personnel and 1,000 substitute personnel.

3. Fiscal Funding

Notwithstanding any other provisions of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the 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 (hereafter to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

4. Schedule of Events

The following is the anticipated schedule of events for this project. The schedule may

change depending on the results of the Proposals. The final schedule will be established prior to contracting with the successful offeror.

| | |
|-----------------------------------|---------------------------|
| Release of Proposal | November 20, 2011 |
| Questions/Clarifications/Comments | December 1, 2011, 3:00pm |
| Addenda | December 6, 2011, 3:00pm |
| Response Due Date | December 15, 2011; 2:00pm |

5. Addenda

Addenda to the RFP must be authorized and issued in writing by the SCCPSS to be valid. Any addenda that modify the RFP document by adding, deleting, clarifying, or correcting its content will be issued prior to the proposal receipt deadline. All request for clarifications and questions shall be submitted by 3:00pm, November 30, 2011. An addenda will be issued to all interested vendors December 6, 2011. All request must be submitted in writing, no response will be issued to verbal request. SCCPSS will not be responsible for any information received outside of this process.

6. Acceptance Period

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

7. Basis for Award

In order to be awarded a contract, the proposed Service Provider must be able to demonstrate its ability to perform the work outlined in these specifications, meet all qualification requirements, meet all insurance requirements, provide all documentation required within the proposal document, and provide the best combination of technical proposal and fee. It must be understood that the firm providing the lowest fee may not necessarily be awarded a contract .The District reserves the right to award this contract as deemed to be in the best interest of the District. PLEASE NOTE: COPIES OF ALL TECHNICAL AND FEE PROPOSALS RECEIVED AND EVALUATION COMMITTEE SCORES WILL REMAIN CONFIDENTIAL AND WILL NOT BE PUBLICLY DISCLOSED UNTIL AFTER THE DISTRICT APPROVES THE AWARD OF A CONTRACT. THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.

8. RFP Communications

SCCPSS has assigned the following RFP identification number that must be referenced in all communications regarding this RFP: RFP 12-56.

Unauthorized contact about this RFP with employees or officials of SCCPSS except as detailed below may result in disqualification from consideration under this procurement process. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Manager: Vanessa M.Kaigler, Director of Purchasing, 208 Bull Street, Room 213, Savannah, Ga. 31401. (912) 201-7648 (fax). Only SCCPSS official, written responses and communications will be binding with regard to this RFP. SCCPSS will consider oral communications of any type to be unofficial and non-binding.

Proposers must assume the risk of the method of dispatching any communication or proposal to SCCPSS. SCCPSS assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital postmarking of a communication or proposal to SCCPSS by a specified deadline date will not substitute for SCCPSS' actual receipt of a communication or proposal.

SCCPSS reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by SCCPSS.

SCCPSS reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. SCCPSS official, written responses will constitute an amendment of this RFP.

9. Proposer Required Review & Waiver of Objections

Each potential proposer must carefully review this RFP, including but not limited to, attachments, worksheets, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

Any potential proposer having questions and comments concerning this RFP must provide such in writing to SCCPSS no later than the Written Questions/Clarifications/Comments Deadline detailed in the RFP, Schedule of Events. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of SCCPSS, in writing, by the Questions/Clarification/Written Comments Deadline.

10. Bidders Instructions

Bidder Instructions

Confidential/Proprietary Information

SCCPSS is a governmental entity subject to the Georgia Public Information Act. Unless

subject to a specific statutory exception, information in the District's possession is considered public information that is subject to release upon request. Any information in your Proposal that is of a confidential or proprietary nature must be clearly and specifically identified. Such identification shall not limit the District's right to use such information in the review of the Proposal.

11. Obligation of Owner

Issuance of this RFP does not create any obligation on the part of SCCPSS to enter into any contract or undertake any financial obligations with respect to the System referred to herein. There will be no discussions with Vendors except for the purpose of clarification of a Proposal until the evaluation of the Proposals has been completed. Any subsequent discussion shall be at the discretion of SCCPSS.

12. Negotiation of Contract

After evaluation of all Proposals received, SCCPSS reserves the right to enter into negotiations with the Vendor or Vendors that SCCPSS considers best qualified to meet its requirements. SCCPSS reserves the right to reject any and all proposals and to waive any nonconformity, whenever such actions are in its best interest, as determined solely by SCCPSS.

13. Owner's Rights Reserved

SCCPSS reserves the right to purchase or not purchase individual sections of the Vendor proposal and to purchase or not to purchase subsystems within a section.

14. Awarding of Contract

Contract, if any awarded, will be awarded to the responsible Vendor(s) submitting the best Proposal for the System package, plus any acceptable alternatives complying with the conditions and requirements of the contract that SCCPSS determines the vendor receiving the highest total technical and fee score. Relevant factors other than cost alone will be considered in determining the successful Vendor(s), including, but not limited to, outstanding references, prior relevant experience both in SCCPSS and in other K-12 environments.

15. Background Checks

All employees of the successful Vendor will be required to undergo a background check through SCCPSS, and where applicable, must comply with the requirements of SCCPSS prior to any work commencing on any SCCPSS campus. Any employee of the Vendor who does not clear the background check will not be allowed to participate in any activities on SCCPSS property.

16. Contract Startup Meeting

A contract start-up meeting will be held to provide all parties involved in the contract an opportunity to clarify issues and review contract procedures. Additionally, a statement of work document will be drafted to detail the scope of work, materials and other items to be provided under the contract. This statement of work document will be agreed to in writing by both the Vendor and SCCPSS before the commencement of any work.

17. Commencement of Work

Commencement of the Work shall be subject to the discretion of SCCPSS and the District reserves the right to make all decisions regarding such commencement.

18. Project Timelines

The actual sequence and duration of the work activities requested will be coordinated and directed by SCCPSS at its sole discretion.

Vendor acknowledges that SCCPSS will rely on Vendor's ability, expertise and knowledge of the System(s). Vendor shall be obligated to exercise the highest standard of care in performing its obligations. Vendor shall demonstrate to the District's satisfaction that it is of sound financial condition and otherwise capable of fully performing any contract entered into hereunder.

19. Availability of Prices

All Vendors, as part of the bid evaluation process, may be requested to supply individual prices for equipment, labor, supplies, etc. Such information must be supplied to SCCPSS's Director of Purchasing within three (3) working days of the request.

20. FCC Statement

The Vendor(s) are responsible to insure that all equipment proposed and installed as part of this RFP will meet or exceed all requirements of the Federal Communications Commission (FCC).

21. U.L. Listing/Approval

The Vendor(s) are responsible to insure that all equipment proposed and installed as part of this RFP will have appropriate Underwriters Laboratory (U.L.) Listing / Approval for all power components.

22. Additional Submission Requirements

In addition to the RFP submission requirements elsewhere detailed in this RFP, vendors must complete in full the attached four (4) part spreadsheet which includes 1) Functional Specifications, 2) Technology Requirements, Vendor Profile and 4) Budget. Section 4 – Budget shall be submitted in the separate sealed envelope with "Cost Proposal RFP 12-56" clearly written on the outside of the envelope. A sample project plan with timeline must be included.

23. Indemnity Hold Harmless

Vendor shall indemnify, save and hold SCCPSS, its Board, employees, agents, architects, consultants, contractors, attorneys, and guests, harmless from and against any and all claims, damages, liabilities, penalties, costs, charges, and expenses (including reasonable legal fees) which may be imposed upon or incurred or asserted against them in connection with the System(s), or any part thereof, and from the acts, errors or omissions of Vendor, its employees, and/or agents.

24. RFP Binding Period

Prices quoted in the Vendor's response for all labor and materials will remain in effect from the date of the contract to the agreed upon end date during which time Vendor must pass on all price decreases enacted or provided by the manufacturer. In no event shall pricing be allowed to rise above the stated contract prices.

25. Omissions

Omission in the Proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to complete and satisfactorily deliver, operate, and support any and all equipment or services.

26. Right to Terminate

SCCPSS, by written notice to the Vendor, may terminate the Contract, in whole or in part, for its convenience at any time prior to completion. Upon receipt of such notice, the Vendor shall take all necessary steps to avoid incurring any additional costs. In the event of such termination by SCCPSS, it is agreed that the termination charges shall be negotiated but shall not exceed 100% of the total costs, both direct and indirect, incurred by the Vendor in the performance of the Contract, including reasonable costs incurred with respect to termination and settlement with vendors and subcontractors as a result of termination, up to the date of termination. In the event of termination, Vendor shall provide all plans, engineering, other drawings, and all other materials within five (5) business days of termination in a form acceptable to SCCPSS.

The Vendor agrees to notify SCCPSS of all proposed settlements with vendors and subcontractors in the event of termination, not for cause, and the Vendor further agrees not to enter into any binding settlement until SCCPSS has approved the proposed settlement or thirty (30) days have elapsed from the date when such advice was furnished to SCCPSS, which approval shall not be unreasonably withheld.

Direct and indirect costs shall be determined in accordance with standard accounting practices and verified by an independent Certified Public Accountant. Final payment shall be in the amount of the total termination charges within sixty (60) days following submission of such total costs certified by the independent Certified Public Accountant.

In the event of termination not for cause, final payment shall be in the amount of the total termination charges up to the date of termination, less the following:
Amounts previously paid by SCCPSS to the Vendor.

SCCPSS may terminate Contract for cause immediately on notice to Vendor.

In the event of such termination for cause or not for cause, all materials generated under the contract, which will be issued upon award, shall become the property of SCCPSS.

27. Product Suitability

The Vendor warrants that the materials to be used under the contract, which will be issued upon award, will be new and as otherwise specified by this RFP and the sale or use of them will not infringe on any United States or foreign letters, patent, trademark, copyright or other proprietary right, and the Vendor agrees to defend, protect and save harmless SCCPSS its employees, agents, successors, assigns, customers, consultants, and users of such items, against all suits at law or in equity, and from all damages and expenses including attorney's fees resulting from claims and demands for actual or alleged infringements of any patent, trademark, copyright or any right by reason of the sale or use of the material covered hereby. SCCPSS reserves the right to participate in any such action brought against it at Vendor's expense.

28. Payment Terms and Retainage

SCCPSS will pay the Vendor for the software and hardware components within 30 days of completion of order, based on inspection and sign-off by SCCPSS or its authorized agent. Professional and Educational services will be paid based upon performance criteria. Performance criteria will be established by SCCPSS and the Vendor prior to the beginning of work.

29. Transfer of Contract

The contract, which will be issued upon award, shall not be assigned or transferred without the District's prior written consent.

30. Amendments and Modification

The contract, which will be issued upon award, shall be amended or modified only in writing signed by the parties. The modification, amendment, or waiver of part of this Contract shall not constitute a waiver of the whole.

31. Venue

The contract, which will be issued upon award, shall be construed under the laws of the

State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

32. Contract Approval and Contract Payments

This RFP and its contractor selection processes do not obligate SCCPSS and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. SCCPSS obligations pursuant to a contract award shall commence only after the contract is signed by the SCCPSS' Board President, Superintendent or Chief Financial Officer and the Contractor and after the Contract is approved by all other Board officials as required by applicable laws and regulations.

No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Georgia.

SCCPSS shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

33. Vendor's Standard of Care

All work shall be done in a thorough and conscientious manner according to the highest standards of care within the industry and shall be subject to inspection by SCCPSS its agents, architects, consultants and others and by the proper authorities. It is expressly understood and agreed that such observations and inspections by SCCPSS, its other contractors and consultants shall not relieve the Vendor from any responsibility for the proper supervision and execution of the Work described in the RFP, or agreed to at a later date.

34. Compliance with Electrical Codes

The latest version of the National Electric Code, along with the National Electric Safety Code, shall be followed. If local regulations or codes are more stringent, then those requirements shall govern and Vendor shall advise The Project Manager, Inc. and SCCPSS of the applicable code.

35. Disclosures

By signing its Proposal, a Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

By signing its Proposal, a Vendor affirms that, to the best of his/her knowledge, the Proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit

competition or give them an unfair advantage over other vendors in the award of this RFP.

36. Fairness of Pricing

SCCPSS shall pay the contract price contained in the winning Vendor's proposal and the successful Vendor warrants that such price is no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and method of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others and overpricing refunded to the District within 30 days or, in the alternative, SCCPSS may cancel the contract, which will be issued upon award, without liability to Vendor for breach or Vendor's actual expense.

37. Compliance with Applicable Laws and Regulations

The Vendor shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. Where such laws, ordinances, rules and orders are in conflict, the more stringent standards shall apply.

38. Timeliness of Contract Obligations

Time is of the essence for work referenced in the contract. If Vendor fails to perform the services at the time agreed upon, or to perform the work there under such a manner as will endanger its ability to complete the Work or render timely performance of services, SCCPSS reserves the right to cancel the Contract or purchase elsewhere the services called for hereunder and hold Vendor accountable for additional costs or damages incurred by SCCPSS including but not limited to rent and holdover rent penalties, additional fees, and expenses to its Consultant.

39. Authority of Owner

Notwithstanding any other provision of the Contract to the contrary, the Vendor, once its activities begin on the Site, shall comply with the site rules of SCCPSS. The Vendor shall direct its personnel and subcontractors to respect and abide by the authority of the SCCPSS and the Project Manager on all matters related to the Vendors operation at the Site, including but not limited to:

Use of Site resources such as elevators and loading docks.

Connection to and use of utilities.

Safety issues.

Trash removal and Site cleanliness.

Site Security

Prohibition of any alcohol, tobacco, and drugs

Damage Caused by Vendor

40. The Vendor shall be responsible for any and all damages to portions of the

building caused by it, its employees or subcontractors; including but not limited to:

Damage to any portion of the building caused by the movement of tools, materials, or equipment

Damage to any component, including ceiling tiles, of the construction of spaces in which the Vendor is working.

Damage to the electrical distribution system and/or other space “turned over” to the Vendor

Damage to the electrical, mechanical, and/or life safety or other systems caused by inappropriate operation or connections made by the Vendor or other actions of Vendor.

Other Damage to the materials, tools and/or equipment of SCCPSS, its consultants, subcontractors, Architect, other contractors, agents and leases.

41. Material Supplied Beyond Scope of Work

It shall be the responsibility of the Vendor to provide all materials, equipment, and software necessary to fulfill the Requirements described herein. Should materials, equipment, and

software in excess of the estimates provided prove to be necessary, they shall be provided at no additional cost to SCCPSS.

42. Quality Assurance Standards

The Vendor shall submit, with its Proposal, a copy of its company quality assurance manual and applicable procedures.

43. Contractor Performance

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by SCCPSS. SCCPSS will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

44. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

45. Evaluation Criteria

| EVALUATION CRITERIA | MAX POINTS |
|---|-------------------|
| Product Functionality: | |
| System features | 20 |
| Software reporting/data analysis capabilities | 20 |
| Vendor Profile: | |
| Implementation process/training | 10 |
| Vendor References | 5 |
| Warranty/Service: | |
| Meets technology requirements | 15 |
| Service and support | 5 |
| Cost: | 25 |
| TOTAL | 100 |

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

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

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

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

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

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

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

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

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

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

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

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

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

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

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

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

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

JOINT-VENTURE DISCLOSURE STATEMENT

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

| Joint venture firms | Level of work | Financial participation |
|---------------------|---------------|-------------------------|
| | | |
| | | |

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

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

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

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