



**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 **Vehicle Rental - District Wide (Annual Contract)**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **11:00:00 AM, December 12, 2013** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

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 **Joan Carter, CPPB** 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 #14-35

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 **Vehicle Rental - District Wide (Annual Contract)** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

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

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

B. Pricing

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

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

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

C. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

All invoices should be mailed to:

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

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

D. General Specifications/Scope of Work

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

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

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

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

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

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

E. Discontinuation of Equipment

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

F Submittal of Objections

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

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

G. RFP Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn.: Joan Carter, CPPB
Buyer
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **05:00:00 PM on December 3, 2013**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on December 5, 2013**.

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

H. Failure to Respond

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

I. Receipt & Registration of Proposals

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

J. Errors in Proposals

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

K. Standards of Acceptance of Proposal for Contract Award

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

L. Compliance With Laws

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

M. Indemnity Provisions

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

N. Cancellation/Default of Contract

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

O. Certification of Independent Price Determination

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

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

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

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

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

Q. "Responsive" Offeror Criteria

* Availability of Products/ Services

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

R. Qualification of Offeror

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

S. Proposal Discussion with Individual Offerors

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

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

T. Compliance with Specification/Terms and Conditions

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

U. Award of Contract

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

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 **Vehicle Rental - District Wide (Annual Contract)**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

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

W. Signed Proposal Considered Offer

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

X. Public Information

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

II. Proposal Submittal Instructions

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

A. Completion of Certification Form & LMWBE Program Information Form

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

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

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

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

only.

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

B. Completion of Proposal Submittal Form

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

C. Proposal Preparation and Submittal

All proposals shall be:

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

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

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

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

* Proposals submitted by facsimile transmission will not be accepted.

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

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

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

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **14-35** 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 #14-35

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 or 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 #14-35

Any specifications listed herein shall supersede all specifications previously stated in general terms and conditions.

Proposers must submit a complete response to this RFP; one (1) unbound original and three (3) copies of each proposal shall be submitted. Proposers must also submit one (1) 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. Proposal shall be arranged in the following manner with tabs for each section requested. Proposals not properly arranged and adequately labeled may result in your proposal receiving a lower rating.

Proposal shall be submitted in a sealed envelope with RFP 14-35 Vehicle Rental - District Wide (Annual Contract) and the closing date and time clearly stated on the outside of the envelope. Your proposal should also be clearly identified on the outside of the package/envelope with your firm's name and address. It is the Proposer's responsibility to ensure that their proposal is delivered to the Purchasing Office and date and time stamped prior to the stated closing date for this solicitation. Late proposals will not be accepted or considered for award.

Section 1. Vehicles Offered/Locations for Pickup **20 TOTAL POINTS**

- a. Provide the make and model of each vehicle offered as well as their passenger and luggage capacities. Provide a listing of vehicles by category, ex: compact, mid-size, full-size, vans, etc. Proposer is to certify that no vehicle older than two (2) years at the time of rental will be rented to district employees nor will vehicles with more than 60,000 miles on the odometer be rented to district employees. **5 POINTS**
- b. Provide a list of pick-up locations located in Chatham County to include hours of operation. **5 POINTS**
- c. Please describe your procedures when a customer may desire to pickup a vehicle on a day where you do not have business hours established at any of your available locations. Example: A site requires pickup of a vehicle on Sunday for an early Monday morning departure but none of your facilities are open on Sunday. **5 POINTS**
- d. Please describe your procedures for returning a vehicle after normal business hours. Example: A site picks up a vehicle on Monday morning and will be returning on Saturday after 10:00 pm. **5 POINTS**

Section 2. Firm's Qualifications **20 POINTS**

- a. Describe the agency's background in vehicle rental delivery, highlighting services similar to those required in these specifications that you have provided for at least three years.
4 POINTS
- b. List and provide copies of all certifications/licenses and insurance required to meet the specifications of this solicitation.
4 POINTS

c. Provide evidence of solvency and financial ability to complete the services as specified in Firm's Qualification.

4 POINTS

d. Identify if your firm is part of a national chain or franchised.

4 POINTS

e. List the number of years in business. (Minimum of three years required).

4 POINTS

Section 3. Risk Management Procedures

15 POINTS

a. Describe your firms' procedure for notifying the District that damage has occurred to a vehicle rented by District employee. Your response must include a timeline for notification. **5 POINTS**

b. Describe your firms' procedure for determining the amount to be billed to the District for the cost associated with the repair of the vehicle. Your response must detail the information which will be provided to the district to document the amount billed to the district for the repair. **5 POINTS**

c. Provide details of any indirect costs which will be billed to the district as a result of damage to a rented vehicle. **5 POINTS**

Section 4. References

5 POINTS

a. List at a minimum three (3) corporate/government entity references for whom the agency provides service on a regular basis. Give company name, contact, phone number and fax number.

Section 5. Value Added Services

5 POINTS

Provide a list of any additional services provided by your organization in regards to vehicle rental.

Section 6. Cost

35 POINTS

The Cost Submittal Form shall be completed and submitted in a separate **sealed envelope** clearly marked "Cost Proposal".

ATTACHMENT "A"

SPECIFICATIONS

RFP #14-35

Vehicle Rental - District Wide (Annual Contract)

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

Any specifications listed herein shall supersede all specifications previously stated in general terms and conditions.

1.0 GENERAL INTENT

The intent of this specification is to solicit proposals from vehicle rental agencies that can provide vehicle rental services for the District's departments and school sites as needed. The vehicles will be utilized to transport students, teachers, administrators, and staff to educational/academic related functions. All rentals will be initiated within Chatham County, although travel in these vehicles may occur outside of the county or state. This solicitation **will not** be used for employees who fly to other localities on Board business.

Any deviations from these specifications must be clearly noted by the proposer. Adequate information to allow the Board to evaluate those exceptions must be submitted with the RFP.

2.0 CONE OF SILENCE

From the issue date of this Request for Proposal until completion of the entire solicitation process and announcement of award notification, all communication must be authorized by the Purchasing Department including, but not limited to, communications with school system employees and/or contracted agents related to this Request for Proposal. Violation of this provision may result in the rejection of the proposer's response.

3.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

4.0 PERFORMANCE PERIOD

This solicitation will establish a contract to remain open for a one-year period beginning March 24, 2014, with an option to renew for two (2) additional one-year periods at the same terms and conditions if agreed to by both parties. Pricing submitted for this solicitation shall be firm for a period of one year beginning with contract award. The Savannah-Chatham County Public School district will not honor or consider any price increase, fuel surcharge or add-on cost during the established performance period.

5.0 SELECTION CRITERIA

Each proposal received will be evaluated based on the following categories. These categories are detailed in the Proposer Submittal Form section. An award will be made to the proposer(s) that receive the highest score(s). The Board reserves the right to award a contract to a primary, secondary, and

tertiary contractor. The Board further reserves the right to award contracts equally for up to three (3) separate contractors. The Board reserves the right to make the award deemed to be in its own best interest.

Vehicles Offered/Locations for Pickup - Maximum of 20 Points

Firm's Qualifications - Maximum of 20 Points

Risk Management Procedures - Maximum of 15 Points

References - Maximum of 5 Points

Value Added Services - Maximum of 5 Points

Cost - Maximum of 35 Points

6.0 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 proposer 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 proposer, 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.

7.0 RFP ACCEPTANCE PERIOD

A one hundred twenty (120) day 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 one hundred twenty day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed canceled.

8.0 ELECTRONIC CAPABILITIES

The Board desires to move toward a more automated environment from a procurement/payment standpoint. To that end, proposers are requested to describe all electronic reservation capabilities available for Board utilization. This may include internet accessibility for reserving vehicles. To facilitate this process, all proposers are requested to provide email and/or WEB page addresses if available.

9.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other errors 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 addenda and shall be given by written notice to all parties who have received or requested this solicitation from the Savannah-Chatham Public School System's Purchasing Department.

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting a 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).

10.0 REQUEST FOR INTERPRETATION

Interested proposers may contact the District to obtain clarification of the proposal. All questions shall be directed to Sabrina L. Scales, Interim Purchasing Director, in writing, to The Savannah-Chatham County Board of Public Education, Purchasing Department, Room 213, 208 Bull St., Savannah, GA, 31401, or by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the solicitation or to give information as to the requirements of the solicitation in addition to that contained in the written document. Interpretations of the solicitation or additional information as to its requirements, where necessary, shall be communicated to offerors by written addendum to all parties who requested or received the RFP. **No questions will be answered by email or telephone.**

11.0 INSURANCE REQUIREMENTS

All proposers shall provide documentation of insurance as specified in Attachment "B" of this document, along with their proposal response. Successful proposers will be given seven (7) days to provide Certificates of Insurance with the District named as certificate holder and additional insured.

12.0 CONTRACT CHANGES

By written notice to the proposer, SCCPSS may make changes, within the general scope of the contract.

13.0 COMPLIANCE WITH LAWS

Proposer shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations.

Proposer shall agree that in the performance of the contract, they will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah Chatham County Public School System in particular.

14.0 ASSIGNMENT OF CONTRACT

The contract shall not be assignable by the Proposer in whole or in part without the written consent of the Savannah Chatham County Public School System.

15.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

16.0 CONTROLLING LAW AND VENUE

The contract, which will 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.

17.0 LITIGATION HISTORY

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

18.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Propers are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services or for a public works contract with a county must be registered with and use the E-Verify program. Private employers with more than 10 employees must register by 1 January 2013.

19.0 O.C.G.A. 50-36-1(e)(2) AFFIDAVIT

Proposers are required to complete the O.C.G.A. 50-36-1(e)(2) Affidavit verifying his/her lawful presence in the United States that is accompanied by a copy of at least one "secure and verifiable document."

20.0 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.

21.0 TERMINATION FOR CAUSE/DEFAULT

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

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

22.0 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 proposer 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.

23.0 DETAILED SCOPE OF SERVICES

23.1 Objective

SCCPSS desires to reduce its costs for rental vehicles by consolidating its vehicle rental requirements with two (2), but no more than three (3) vehicle rental agencies. The desired scenario will provide vehicles available on a scheduled use with special needs made available with forty-eight (48) hours or less notification. It is understood that emergency needs of vehicles may not coincide with availability, however SCCPSS will make extra effort to advise the selected rental agency of all potential needs within a one (1) week timeframe.

Reservations for rental vehicles will be made by authorized Purchasing Department employees. Payment methods may vary. Trips for most employees and student travel will be reserved by issuance of an official purchase order. Some trips may be paid for by the individual schools Student Activity Fund (SAF) and a school check will be issued in payment of the rental.

23.2 Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of proposer interested in providing the services specified to be considered for award. Specific responses to each must be provided in the accompanying response to the RFP. It is expected that the successful proposer(s) will exceed these qualifications.

Proposers for the supply of Passenger vehicles:

23.2.1 Be certified/licensed for the types of services specified and proposed and provide copies of all applicable certifications and licenses;

23.2.2 Provide a bank reference statement and/or copy of the most recent, audited, financial statement indicating solvency and the financial capability of completing the services identified

herein;

23.2.3 Have the capacity to acquire any/all required permits; and

23.2.4 Have provided services similar to those specified herein for a minimum of three (3) years.

23.3 Mandatory Requirements

SCCPSS desires the most thoroughly developed and acceptable services available. The following specifications outline the minimum requirements of the proposed services. They are provided to assist proposers in understanding the objectives of SCCPSS and submitting a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. Proposers may submit methodologies which meet the "spirit" of the listed requirements, but should note that the proposed service which meets all, or most closely meets, the requirements will be recommended for award within the listed selection criteria.

The successful proposer shall provide the minimum for general passenger vehicle (car and van) rentals.

23.3.1 Deliver, or ensure, vehicles provided for rental have a full tank of fuel. If the vehicle is returned with less than a full tank, a per-gallon refueling charge may be added to the final billing for the established price.

23.3.2 Take all actions necessary to ensure that all vehicles are clean and fully serviced to ensure proper operation.

23.3.3 Ensure that all safety equipment is fully functional.

23.3.4 Provide a twenty-four (24) hour emergency contact number which shall be used by SCCPSS personnel to notify the successful proposer of accidents, vehicle failure or special needs which only the proposer can resolve (e.g. vehicle replacement, towing, etc.). In addition, proposer shall provide written instructions concerning procedures for requesting emergency assistance.

23.3.5 Provide a pricing structure for a daily rate which includes rental cost and any applicable taxes. SCCPSS is exempt from retail sales tax and may be exempt from any excise taxes. Insurance costs and any applicable fees must be identified before rental and clearly delineated on the final invoices.

23.3.6 Ensure that no additional fees are charged for early pick up or late return. Delivery or pick-up shall allow a minimum two-hour contingency window. Example: Occasionally, the rental vehicle will need to be retrieved the night before an early morning departure. Further, vehicles may not be able to be returned until the morning after it has returned to the home school.

23.3.7 Ensure that no penalties will be charged for unrequested upgrades or cancelled trips (with at least 12 hours prior notice).

23.3.8 Provide unlimited daily miles for passenger cars.

23.4 Availability

Vehicles in each category shall be available within one (1) week after notification by a Board employee. Emergency requirements may be required within forty-eight (48) hour notification. If no vehicles are available within the specified period, the Board will seek availability from the secondary vendor.

23.5 Roadside Assistance

In the event of mechanical problems, inadequate workmanship, or other unforeseen inconveniences, successful proposer shall bear all responsibility associated with repair or replacement of rental vehicle while in the possession of an employee of the Board. Successful proposer shall provide an emergency contact and telephone number. Emergency contact shall be available twenty-four (24) hours daily and respond to all emergency service calls within one (1) hour after notification.

23.6 Delivery/Pick-Up

Proposer shall state all location(s) available for pick-up of vehicles within Chatham County. A list of branch locations to include address, telephone number and contact shall be provided.

Proposer delivery of vehicle(s) to a specified location can be submitted as an optional service by

stating the cost for delivery, if any.

23.7 Vehicle Specifications

The following specifications have been developed to designate an acceptable minimum level of requirements for each class of rental vehicle. SCCPSS reserves the right to make periodic adjustments to the requirements listed without notice. No rental vehicle shall be older than two (2) years nor have more than 60,000 miles.

23.7.1 Compact

Four doors with hatch-back or trunk. Seats 3 to 4 adults with all standard safety equipment (including dual airbags, spare tire and full dashboard gauges) standard from the manufacturer. Automatic transmission, air conditioning, AM/FM radio, four cylinder engine and all-season tires sized by the manufacturer's recommendation. Similar to Ford Escort or Dodge Neon.

23.7.2 Intermediate/Mid-size

Four doors with trunk. Seats 4 to 5 adults with all standard safety equipment (including dual airbags, spare tire and full dashboard gauges) standard from the manufacturer. Automatic transmission, air conditioning, AM/FM radio, cruise control, power windows/doors, six cylinder engine and all-season tires sized by the manufacturer's recommendation. Similar to Dodge Stratus, Pontiac Grand Am, or Chevrolet Malibu.

23.7.3 Full-size

Four doors with trunk. Seats 5 adults with all standard safety equipment (including dual airbags, spare tire and full dashboard gauges) standard from the manufacturer. Automatic transmission, air conditioning, AM/FM radio, cruise control, power windows/doors, six cylinder engine and all-season tires sized by the manufacturer's recommendation. Similar to Dodge Charger, Chevrolet Impala, Buick Lasabre

23.7.4 7-Passenger Van

Four doors with fifth door to access rear storage area. Seats 6 to 7 adults with all standard safety equipment (including dual airbags, spare tire and full dashboard gauges) standard from the manufacturer. Automatic transmission, front wheel drive, air conditioning, AM/FM radio, cruise control, power windows/doors, six cylinder engine and all-season tires sized by the manufacturer's recommendation. Similar to Dodge Caravan, Dodge Grand Caravan, or Ford Windstar.

23.7.5 12-Passenger Van

Three to four doors with additional door(s) to access rear storage area. Seats 12 adults with all standard safety equipment (including dual airbags, spare tire, and full dashboard gauges) standard from the manufacturer. Automatic transmission, air conditioning, rear heat and A/C, AM/FM radio, cruise control, power windows/doors, six or eight cylinder engine and all-season tires sized by the manufacturer's recommendation. Similar to Chevrolet Express

23.7.6 15-Passenger Van

Three to four doors with additional door(s) to access rear storage area. Seats 12 adults with all standard safety equipment (including dual airbags, spare tire, and full dashboard gauges) standard from the manufacturer. Automatic transmission, air conditioning, rear heat and A/C, AM/FM radio, cruise control, power windows/doors, six or eight cylinder engine and all-season tires sized by the manufacturer's recommendation. Similar to Ford E 350XL or Chevrolet 3500XT

Proposer shall state the make and model of vehicles offered for each of the above categories.

23.8 Rental Rates

Rates shall be provided for each category listed by the length of rental as follows:

- A. Daily
- B. Weekly
- C. Weekend

Rates quoted shall be inclusive of all fees involved in rental of the vehicle. Rates must be quoted on the basis of **unlimited mileage**. Rates should also allow for multiple drivers. Any minimum age requirements for drivers should be stated in the RFP. **Any restrictions on the transport of children in any of the vehicles requested must be clearly outlined.**

Gasoline supply will be the responsibility of the Board. All other maintenance and repair costs shall be borne by the proposer. Rental charges will only be paid for the period of time authorized by the Purchasing Department.

23.9 Rental Agency Provided Insurance Coverage

The Savannah-Chatham Public School System's insurance covers rental vehicles if they remain in the State of Georgia. The district will not pay for any additional insurance agreed to by the employee for a rental within the State of Georgia. If the vehicle is to leave the State of Georgia, the District will require the purchase of the rental agency's LDW insurance and our policy will become secondary. Rates for this insurance should be quoted on the Cost Submittal Form.

The District will not be responsible for, nor will any payments be made for administrative or loss of use fees due to a vehicle being repaired.

23.10 Cleaning Fee

Proposer shall state cleaning fee to be charged for vehicles returned requiring additional cleaning.

23.11 Refueling Charge

Proposer shall state the method used to calculate the amount charged for refueling vehicles returned with incorrect fuel level.

23.12 Optional Delivery/Pickup Fee

The optional delivery/pickup fee shall include delivery of the vehicle to a specified location and return pickup.

23.13 Specialty Vehicle Pricing

If your firm has specialty vehicle pricing, please include the pricing as an option in the cost proposal.

23.14 Value Added Services

Provide a list of any additional services provided by your organization in regards to vehicle rental. In this section state if your firm is willing to extended pricing quoted to the District to Board Employees for personal rental requirements. It is understood that the cost of personal rental requirements will be the responsibility of the individual employee and will not be billed to the District. Proposer should require payment directly from the employee for these rental agreements.

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.