



CLAYTON COUNTY PUBLIC SCHOOLS

Business Services – Purchasing Department

218 Stockbridge Road • Jonesboro, GA 30236 • (678) 479-4505 • FAX (678) 479-4506 • www.clayton.k12.ga.us

Luvenia Jackson
Superintendent of Schools

Ken Thompson
Chief Financial Officer

DATE: **July 11, 2016**

TO: **All Bidders**

FROM: **Kenneth Thompson**
Chief Financial Officer

RE: **Request for Proposals No. 001-17, Digital Duplicators**

The Clayton County Public Schools invites you to submit a proposal for furnishing any and all labor and materials to provide Digital Duplicators for Clayton County Public Schools, per attached Request for Proposal.

A Pre-Proposal Conference will be held on Monday, July 18, 2016, 2:00 p.m., at the Purchasing Department, 218 Stockbridge Road, Jonesboro, GA 30236.

Sealed Proposals will be received subject to the attached terms specified in "Instructions & Conditions". The proposals shall be hand delivered or mailed and must be received no later than **10:00 a.m. local time (as per the Purchasing Department time clock) on Friday, August 5, 2016.** Proposals received after this date and time shall not be considered.

Proposals must be in a sealed envelope clearly addressed as follows:
Clayton County Public Schools
Attention: Shon Demby, Procurement Specialist
RFP No. 001-17, Digital Duplicators
Proposal Due Date: Friday, August 5, 2016 at 10:00 a.m.
218 Stockbridge Road
Jonesboro, Georgia 30236

The Clayton County Board of Education will not be responsible for proposals that are opened or misplaced due to improper marking. For identification purposes, the vendor's name and complete address must be clearly printed or typed on the outside of the envelope. **FAXED RESPONSES WILL NOT BE ACCEPTED.**

All questions should be directed in writing with **RFP 001-17, Digital Duplicators** in the subject line to purchasing@clayton.k12.ga.us. **Only questions received prior to 4:30 p.m., Wednesday, July 20, 2016** (as per the Purchasing Department time clock) will be considered. Answers to all vendor inquiries will be made via an addendum on our website.

We appreciate your time in the preparation of your proposal and for your interest in doing business with the Clayton County Board of Education.

VISIT US AT OUR WEBSITE www.clayton.k12.ga.us/departments/purchasing/bidindex.asp

SOLICITATION NO. 001-17

REQUEST FOR PROPOSAL (RFP)

FOR

THE PURCHASE AND MAINTENANCE OF DIGITAL DUPLICATORS

**CLAYTON COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
218 STOCKBRIDGE ROAD
JONESBORO, GEORGIA 30236**

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FOR
REQUEST FOR PROPOSAL NO. 001-17
DIGITAL DUPLICATORS**

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PURCHASING DEPARTMENT

CODE OF ETHICS

- Give first consideration to Clayton County Public Schools' mission and policies.
- Strive to obtain maximum value for each dollar spent.
- Decline personal favors, gifts, and gratuities. Grant all competitive suppliers fair and equal consideration.
- Conduct business with potential and current supplier in an atmosphere of good faith.
- Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.
- Receive consent from the originator of the use of proprietary ideals and designs.
- Make a reasonable effort to obtain equitable settlement of any controversy with a supplier.
- Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions.
- Create an environment of fair, ethical, and legal business practices.
- Protect the District's interest by ensuring that suppliers honor all terms of their contracts.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSAL

1. INTRODUCTION

- a. To be entitled for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed proposals, one original and five copies (total of 6 copies) shall be mailed to the office of the Chief Financial Officer, 218 Stockbridge Road, Jonesboro, GA 30236. In addition, one electronic .pdf or “Read Only” copy should be provided on a flash drive.
- c. **Proposals received after 10:00 a.m. on Friday, August 5, 2016 (as per the Purchasing Department time clock), will not be considered.**
- d. The Board of Education reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of Clayton County Public Schools on such matters shall be final.

2. REQUEST FOR PROPOSAL PROCESS

This solicitation is a Request for Proposal (RFP). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The offeror provided proposal(s) will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Often however, it will be necessary to hold discussions with offeror(s) about their proposal. This will be done after the initial evaluation. The results of the evaluation will be reviewed and a “competitive range” will be selected for discussions. Essentially, if a contractor’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the contractor and Clayton County Public Schools.

Offerors in the “competitive range” may be notified of the weaknesses in their proposals and given an opportunity, in discussions, to assure they understand the weaknesses. At the end of discussions with all offerors, best and final offers (BAFO) will be accepted from the offerors in the competitive range.

The BAFO’s will be evaluated and the results reported to a selection official who will select the proposal that presents the best value to Clayton County Public Schools. This selection will then be presented to the Clayton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) are settled, a contract will be awarded.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

3. GOVERNMENT ENTITY

The government entity, the owner for whom work will be executed is:

Clayton County Public Schools, Georgia, hereinafter referred to as “CCPS” or “District”.

4. PREPARATION OF PROPOSALS

- a. All proposals shall be printed in ink or typewritten. No erasures permitted. Errors shall be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in blue/black ink.
- b. Specifications used are intended to be open and non-restrictive. Potential offerors are invited to inform the CCPS Chief Financial Officer whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five days prior to the scheduled receipt of proposals will not be acted upon unless the CCPS Chief Financial Officer rules it is in the best interest of CCPS to consider.
- c. Brand names and numbers when provided in solicitations are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is stated). Proposals on equal items will be considered, provided the proposal clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- d. By submitting a proposal, the vendor warrants that any goods supplied to CCPS meet or exceed specifications set forth in this solicitation, except as may be otherwise noted in vendor’s exceptions.
- e. If proposing on other than the make, model, brand, or number as requested in the solicitation and offered as an equal, complete technical information, specifications, manufacturer’s name and catalog reference shall be clearly stated in the proposal. Any deviation between brand offered and brand specified shall also be clearly indicated. A complete list of deviations and a descriptive catalog cut shall be attached to the proposal.
- f. To be considered for award, goods of foreign manufacture shall meet all specifications contained in the solicitation, shall be in stock in the Continental United States, and shall be available for immediate shipment at the time a vendor submits a proposal.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

- g. The Chief Financial Officer and the Owner Representative, Latori Clay, will be the sole judge in determining the quality.
- h. All supplies, materials, and equipment provided to CCPS shall be new and in first class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A vendor delivering any such equipment to CCPS will be deemed to have breached the contract, and appropriate action will be taken by the CCPS Chief Financial Officer.
- i. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the offeror cannot meet the required delivery date, a proposal should not be submitted. Offerors may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in "calendar" days. Failure to deliver in accordance with the contract awarded could result in the contractor being declared in default.
- j. An authorized officer of the company shall sign proposals.

5. FAILURE TO RESPOND TO THE SOLICITATION

If a proposal is not submitted, return RFP and mark as "no bid".

6. TAXES

CCPS is exempt from all state sales tax and Federal Excise Tax.

7. CHARGES AND EXTRAS

Proposals shall define all pricing. When stating equipment pricing, at minimum, the stated price shall be F.O.B. destination and include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. Any additional work, such as installation shall be clearly stated in the proposal.

8. ADDENDA

Offerors are notified that they must thoroughly examine proposal documents, in their entirety, including, Cover Sheet, Table of Contents, Proposal Conditions, Specifications, Request for Sealed Proposal and Bidder's Checklist, together with Addenda thereto issued prior to the receipt of proposal.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated in the subsequent contract.

If any offeror or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Purchasing Department for interpretation. This must be submitted in writing **not later than 4:30 p.m. on Wednesday, July 20, 2016, and addressed to the Chief Financial Officer.**

Interpretations of proposal documents will be made by Addenda only. Copies of all addenda will be posted on the Purchasing Department Web Site, www.clayton.k12.ga.us/departments/purchasing/bidindex.asp, for all who have obtained a set of proposals. Clayton County Public Schools will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to offerors as to the meaning of proposal documents. Requests for such interpretations shall be made in writing to the Chief Financial Officer. Failure on the part of the firm to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by the Clayton County Public Schools. All interpretations made to the offerors shall be made in the form of addenda to the proposal documents and posted to the website. Offerors are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc., of the site will influence the proposal for contract performance.

9. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to CCPS, unless offerors make a request in writing to the Chief Financial Officer prior to the time set for receiving the proposal, or unless the Chief Financial Officer fails to accept or reject the proposal within one hundred twenty days (120) after the date fixed for receiving said proposals.

10. COMPLIANCE WITH LAWS

All property or services furnished in a contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes and regulations.

11. PROTEST

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to proposal due date. Other protests shall be filed not later than three (3) working days after proposal due date, or if the protest is based on subsequent actions of CCPS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts giving rise to the protest. All Protests should specify exactly what is being protested. Protests are considered filed

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

when received by the Chief Financial Officer. Protests which are not filed in a timely manner, set forth above, will not be considered. Contractor agrees to pay for the School District's reasonable attorney's fees and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

12. PURCHASING POLICY

The CCPS Purchasing Policy, Purchasing Procedures, and Purchasing Regulations are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation a bidder, potential bidder, or contractor/firm agrees to be bound by the CCPS Purchasing Policy, Purchasing Procedures, and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

13. RISK AND LIABILITY

A. INDEMNIFICATION-PATENT AND COPYRIGHT

The Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

14. SUSPENSION & DEBARMENT

CCPS may suspend or debar vendors from bidding on, or performing as a subcontractor on all District contracts for a minimum period of one (1) year up to a maximum of three (3) years. However, if a vendor under suspension fails to correct or cure the deficiency in which they have been suspended during the suspension period, the District may convert the suspension into a debarment. Prior to formally suspending or debarring any vendor, the Chief Financial Officer shall review and investigate all reasons and evidence supporting such a decision and shall inform the suspended or debarred vendor in writing of such decision.

The suspended or debarred vendor may, at the conclusion of the suspension or debarment period, submit a formal request to be removed from such status. Upon receipt of this request the Chief Financial Officer will be required to investigate current and past performance by the debarred or suspended contractor to determine responsibility.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

PURCHASE ORDER

1. The purchase order prepared and mailed by Clayton County Public Schools, or otherwise furnished, to the selected offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall consist of this Request for Proposal and any addenda thereto, the offeror's proposal (as amended by a best and final offer if called for) and the contract notification letter and/or establishing purchase order. **If an agreement is established, one negotiated by both parties and accepted and approved by the Superintendent and the District's counsel, this will also become an official part of the contract.** Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the CCPS Chief Financial Officer all terms and conditions of the CCPS contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

2. CONTRACT AWARD

A contract will be awarded to the responsive and responsible offeror whose proposal is determined to be the most advantageous and is of best value to the Clayton County Public Schools. Proposals will be evaluated on a combination of factors.

3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, CCPS terms and conditions shall govern.

4. HOLD HARMLESS AGREEMENT

The Contractor shall Hold Harmless the Clayton County Public Schools, its' directors, employees and assigns, from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

5. ASSIGNMENT

By the submission of this proposal, the offeror agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the CCPS Chief Financial Officer.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

6. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the vendor.

7. INSURANCE

When the selected Contractor has been identified, he will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within 15 days of the date of written notification to the Contractor.

A. The following general requirements apply to any and all work under this contract by all Contractors and Sub-Contractors of any tier.

1. Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of Clayton County Public Schools. Any and all insurance must be on an occurrence basis.

No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements have been received demonstrating such compliance in each and every contract with each and every subcontractor of any tier.

2. The Clayton County Public Schools shall be covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies.
3. The Clayton County Public Schools shall be given no less than thirty (30) days' notice of cancellation. Clayton County Public Schools shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this contract.
4. Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
5. Any and all companies providing insurance required by a contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- a. Best’s Rating not less than A, and
 - b. Best’s Financial Size Category not less than Class VII
6. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, CCPS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or shall have the right to cancel the contract.

B. Worker’s Compensation and Employer’s Liability Insurance

The Contractor shall procure and maintain Worker’s Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker’s Compensation	Statutory
Employer’s Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance.

- 1. Comprehensive Form
- 2. Contractual Insurance
- 3. Personal Injury
- 4. Broad Form Property Damage
- 5. Premises – Operations
- 6. Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage must be on an occurrence basis.

PROPOSAL CONDITIONS
SECTION II – CONTRACT AWARD

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

1. Comprehensive Form
2. Owned, Hired, Leased and non-owned vehicles to be covered. If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

8. PAYMENT

The Contractor shall invoice Clayton County Public Schools on a monthly basis or, if payment is to be made by line item, when a single line item has been satisfactorily delivered. Contractor shall collect meter reads remotely and provide one monthly invoice for maintenance and a separate monthly invoice for lease. The maintenance invoice should detail how it is calculated with a minimum of 30 days to remit payment. All invoices should include the duplicator service tag number, physical service location, and the corresponding CCPS purchase order number. Contractor is required to allow a process to dispute charges due to calculation or reporting errors. Contractor is required to provide a process to terminate a lease agreement due to lack of school funding or financial hardship. All Contractor billing must be commensurate with the school calendar year and use of equipment.

Complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance. Payment will be made via electronic payment or check.

9. TERMINATION FOR DEFAULT:

- a. In the event any property or service to be furnished by the Contractor under a contract or purchase order should, for any reason, not conform to the specifications contained herein or to the sample submitted by the firm with their submittal, CCPS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, the Contractor will be given the opportunity to respond to a "cure notice" and/or a "show cause notice". In either case, the Contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within (5) five days of receipt of either notice. Failure to do so will be cause for termination.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

- b. In such event with specific instructions by the Chief Financial Officer, the contractor shall immediately remove the property without expense to CCPS and replace all rejected property with such property or services conforming to the specifications or samples.

If the contract is terminated for default, CCPS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the contractor, or that may thereafter become due to the contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted.

- c. Failure by a contractor to perform on delivery of goods or services as specified may also result in the removal of the contractor from doing business with CCPS for a period of up to one year.

10. TERMINATION FOR CONVENIENCE

CCPS reserves the right to terminate for convenience this contract in whole or in part.

11. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS

The contractor shall, at his 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. The contractor shall maintain the licenses required in a current status after award and throughout the course of the contract.

The contractor shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

12. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by Clayton County Public Schools solely from appropriations received by Clayton County Public Schools. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of CCPS, no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CCPS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Chief Financial Officer for CCPS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

13. PROGRESS REPORTS

When requested by the Owner, the contractor shall furnish such reports as required.

PROPOSAL CONDITIONS

SECTION III – OTHER

1. NONDISCRIMINATION

The contractor, by the submission of a proposal or the acceptance of an order or contract, does agree to provide the goods and services covered under the proposal or contract not to discriminate in any way against any person or refuse employment of any person or persons on account of color, religion, national origin, or sex.

2. CCPS NONDISCRIMINATION

Clayton County Public Schools does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of CCPS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in CCPS Purchasing requirements. All successful vendors are encouraged to use MFBE vendors whenever possible in the execution of any contract.

4. LOCAL BUSINESS ENTERPRISES

It is the intent of CCPS to assure that Local Business Enterprises (LBE) have an equal opportunity to participate in CCPS Purchasing requirements. All successful vendors are requested to use local vendors whenever possible in the execution of any contract.

5. DRUG-FREE WORKPLACE

By submission of a proposal, the offeror certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug-free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such offeror.

6. CERTIFICATION OF NON COLLUSION

By submitting a proposal the offeror certifies: "that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards."

PROPOSAL CONDITIONS

SECTION IV – OTHER

7. AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the offeror.

8. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of CCPS for any costs incurred by offerors or potential offerors in relation to the solicitation.

9. RIGHTS AND REMEDIES

The rights and remedies of CCPS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

10. PROPRIETARY INFORMATION

Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting the RFP after contract award. CCPS cannot protect proprietary data submitted in a proposal.

11. GEORGIA LAW

The laws of the State of Georgia shall govern the contract between Clayton County Public Schools and the vendor. In the event of litigation, the exclusive venue and place of jurisdiction shall be Clayton County, Georgia. Each vendor is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and Clayton County Public Schools regulations or policies pertaining to CCPS requirements.

12. DELIVERY

Services shall be provided only as authorized by Purchase Orders issued by Clayton County Public Schools. Failure of the vendor to provide commodities as specified or to promptly replace damaged or defective products shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary to replace purchased Duplicator components either by replacing components with the next higher level product available from contractor or with a comparable product from another provider. Excess costs shall include the cost of shipping and handling.

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

The contract type contemplated for this requirement is a Requirements Contract.

2. CONTRACT TIMEFRAME

Contract period shall be for one year subject to Paragraph 3, Options below.

3. OPTIONS

In addition to the base period of one (1) year, there are four (4) renewal options of one-year length to be exercised at the sole discretion of CCPS at the same terms and conditions of the base year, with allowances made for pricing in subsequent years, to be mutually agreed upon with the provider, to compensate for increases in the cost of living based on the Consumer Price Index (CPI).

4. CATEGORIES OF AWARD

CCPS reserves the right to award to a single vendor, multiple vendors, or to no vendors if it is deemed to be in the best interest of CCPS.

5. OTHER PROCEDURES

A. REQUIREMENTS CONTRACT

This is a Requirements Contract for Digital Duplicators. There are no guarantees as to dollar amount or quantities CCPS will purchase over the contract period, and therefore there is no liability for non-purchase. More or less of the estimated quantity may be purchased.

Delivery or performance shall be made only as authorized by Purchase Orders issued by CCPS Purchasing Department. The awarded vendor shall furnish to CCPS all services specified in the schedule of the order issued by CCPS.

B. PROFESSIONAL LIABILITY INSURANCE

Contractor will maintain at its expense: Professional Liability Insurance, with a minimum AM Best Rating of A, VII, in the amount of \$5,000,000.00 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. Proof of insurance shall be provided within fifteen (15) days of the date of written notification to the contractor.

CCPS shall be covered as an Additional Insured under any and all insurance required by the contract documents. Confirmation of this requirement shall appear on all Certificates of Insurance and on any and all applicable policies.

ADDITIONAL CONDITIONS

6. RECEIPT OF ADDENDUM CLAUSE

Addenda issued to solicitations will be available at the CCPS Purchasing Department or on the department web site, at www.clayton.k12.ga.us/departments/purchasing/bid. The CCPS Purchasing Department shall not bear responsibility for receipt of addenda by mail. It is the responsibility of the vendor to obtain copies of the addenda. If vendors do not acknowledge receipt of all addenda the bid may be determined non-responsive.

7. DEBARMENT STATUS

By submitting a bid, all vendors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency in the State of Georgia or the federal government. (Please complete Debarment Certification form).

Any offeror on a contract exceeding \$25,000 will be checked for debarment and suspension action in compliance with 7CFR 3017. The website www.sam.gov/ will be the official record of debarment and suspension activities.

8. CONTRACT AWARD

The vendor with the best value will be notified by award letter. The award letter **does not** serve as notice to proceed or authorize delivery of the services/commodities. The purpose of the award letter is to advise the vendor that the contract has been awarded to their company. The award letter **is not** a guarantee that services/commodities will be ordered. A purchase order will be issued to authorize the purchase of the services/commodities. Delivery/release of services/commodities is not authorized until the issuance of a purchase order.

9. SUBMITTALS

Bidders/Offerors are responsible for submitting bids/offers/submittals so as to reach the CCPS Purchasing office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the bidder/offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring the required address information appears on the outer wrapper or envelope used by such service.

Clayton County Public Schools shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

ADDITIONAL CONDITIONS

10. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

All vendors/contractors providing services/commodities and/or making deliveries to any CCPS facility shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to complete, sign, notarize and return the Immigration and Security Form (Appendix A) with your bid/proposal shall result in your bid being declared non-responsive.

11. MANDATORY FORMS

The following forms must be completed and submitted with your proposal:

- Request for Sealed Proposal
- Commitment to Perform as Proposed
- Bidder's Checklist
- Immigration & Security Form
- Contractor Affidavit & Agreement
- Sub-Contractor Affidavit & Agreement
- Debarment Certification
- Required Forms Checklist
- Anti-Collusion Certification
- W9 Form

Failure to submit these forms may result in your proposal being deemed ineligible for award.

12. OWNER REPRESENTATIVE

The owner's representative, Latori Clay, Audit Manager, will perform supervision of the contract.

REQUEST FOR PROPOSAL

The CCPS invites proposals for: **Digital Duplicators Digital Duplicators**

1. PURPOSE

Clayton County Public Schools is soliciting sealed proposals from qualified sources to establish contract pricing through competitive negotiations for the acquisition and lease of Digital Duplicators and the parts/supplies and services required to maintain them on an “as needed” basis.

2. BACKGROUND

Clayton County Public Schools is committed to excellence and improving student achievement. CCPS is the 90th largest school district in the United States and the fifth largest in Georgia. The district has approximately 81 facilities including schools, centers, stadiums and administrative offices which support 53,000+ students. In addition to serving the community’s students, the school district is the largest employer in Clayton County with approximately 7,300 active employees. As an educational leader in the metro area, Clayton County Public Schools delivers quality service and support to our students.

3. SCOPE

This RFP addresses the lease of Digital Duplicators. Lease is defined as temporary equipment and/or service(s) provided for use by CCPS at a fixed rate and length of time. Lease plans shall allow flexibility for upgrading and downgrading equipment with the same provider.

CCPS reserves the right, at its sole discretion, to issue competitive solicitations (RFP’s or IFB’s) for similar equipment and other services as the need is determined. If more than one contract is awarded under this solicitation, CCPS further reserves the right, at its sole discretion, to issue order(s) to the contractor CCPS determines best meets its specific needs. CCPS shall not be required to provide any justification why a particular contractor is selected for a particular project.

EQUIPMENT: All equipment proposed shall meet or exceed the minimum performance requirements set forth below. In addition:

- The successful Offeror(s) shall furnish all equipment, labor, materials, training, and transportation required. Offeror(s) shall provide equipment sales, presale consulting, maintenance, service and warranty support, installation and connection to the customer’s network upon request. In addition, the successful Offeror(s) shall provide training to adequately instruct personnel in the use of equipment throughout the term of the agreement. Training shall also include orientation with the staff

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assisting with network setup at no charge. A manual or manuals containing operating and service instructions for the equipment shall be delivered with each unit. Necessary warnings and safety precautions should be included.

- The equipment shall provide printed products (copies, etc.) of acceptable quality on the various types of papers normally used for duplicating purposes in an office environment. All units shall produce both letter and legal size documents, shall be equipped with both letter and legal size paper trays, and shall be capable of duplicating both letter and legal size documents without removing or replacing trays.
- Vendors are cautioned that compliance with the proposed minimum number of copies per minute (normal straight running speed) and proposed monthly volume production capability means the duplicator is capable of reliably producing the specified quantity within the time frame specified without excessive malfunctions, breakdowns, or service calls. A high incidence of such problems with any duplicator model supplied may indicate probable noncompliance with the monthly volume capability offered and may result in (i) requests for replacement of all units of this model with other models that can produce the offered volume of copies in a more reliable manner at no additional cost to CCPS, or (ii) termination for default.

MAINTENANCE/SERVICE:

During the term of the contract the Contractor shall provide both remedial and preventative service for all units, the cost for such being included in the quoted monthly Maintenance Plan prices. Current duplicators owned by CCPS must also be serviced under the terms of this contract.

The Contractor shall provide on-call remedial and preventative service based upon the manufacturer's recommended schedule, including lubrication, necessary equipment adjustments and replacement of all unserviceable parts.

Service response for service repair calls shall be same day, and should be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday - Friday. Fully trained and qualified technicians shall perform all maintenance service and shall be on site prepared to accomplish repairs within the required response time.

Consumable supplies: The Maintenance Plan shall be a supply-inclusive contract, in that it must include all ink, parts, labor, and preventative maintenance calls. Contractor is required to include the cost of supplies including staples and other consumable supplies (e.g. ink) in the quoted monthly price. Paper shall be supplied by CCPS and is not to be included in the Maintenance Plan contract. Contractor shall provide shipping and handling of all included consumables at no charge.

REQUEST FOR PROPOSAL

To be considered vendor(s) shall meet the requirements described below at the time of proposal submission. Products in development at the time of proposal submission shall not be considered. This section identifies the minimum requirements of the solicitation. Offerors are encouraged to exceed these requirements in their proposals for incorporation in the contract awarded. Vendors shall include a section in their proposal titled “REQUIREMENTS”. In this section the vendor shall describe how their company meets the requirements listed below:

4. MINIMUM REQUIREMENTS

- All equipment shall be “New” as defined below:
 - Equipment is the latest model of regular stock product and in production at the time of award.
 - Equipment shall perform in accordance with the manufacturer's specification sheets.
 - If additional equipment is needed prior to the expiration of the contract, it will be provided at the existing contract price for the awarded category. All acquisitions will be made in accordance with CCPS purchasing procedures.
 - Equipment which all components and entire make up has never been used past initial testing by the original manufacturer, final assembly has not been used previously and is being actively marketed.
 - Remanufactured, Reconditioned, or Refurbished, or equipment used for demonstrations, or as showroom models, or used otherwise shall not be accepted by CCPS.
- Equipment shall be high and business grade (not consumer grade).
- All equipment technology should be digital.
- Equipment shall be UL approved, energy star compliant.
- Units shall have a low noise level in accordance with OSHA requirements.
- Clear and concise operating manuals shall be delivered with the equipment (one per machine, per site).
- All equipment shall be clearly labeled with a unique identification number. Such labels shall be affixed where they can be seen easily, and shall be made of tamperproof materials. All written and verbal correspondence affecting equipment obtained under this resulting contract shall be identified by this identification number.
- Upon delivery and installation of all equipment, the contractor shall conduct a demonstration of the equipment in front of the CCPS representative to verify that all the equipment is fully operational and is in compliance with the contract specifications. Any and all deficiencies shall be promptly and permanently corrected prior to the final acceptance of the equipment.
- All machines shall use 120 volt electrical current/20 amps and standard residential type 3-prong plug.

REQUEST FOR PROPOSAL

- Duplicators shall perform satisfactorily at any relative humidity between 15 and 85 percent.
- Duplicators shall perform satisfactorily at any temperature between 50 and 90 degrees Fahrenheit.
- Duplicators shall not contain either asbestos or polychlorinated biphenyls (PCB's).
- Responses to request for service shall be made no more than eight (8) business hours after notification by CCPS. Maintenance shall be performed during normal business hours, 8:00 a.m. – 4:00 p.m., Monday through Friday, excluding Holidays.
- Contractor shall maintain an adequate supply of spare components to ensure at least 97% uptime and minimize equipment downtime.
- Contractor shall provide a toll free or local telephone number for technical assistance.
- Contractor shall schedule preventative maintenance (PM) service calls thirty (30) days in advance throughout the lease period for all rented equipment.
- Equipment requiring chemically or other specifically treated paper are unacceptable.
- Master shall be affixed automatically to the drum. When printing is completed, the master shall be removed automatically from the drum.
- Equipment shall include an indicator to show when paper supply is empty and must stop automatically when the paper supply is emptied.
- Equipment must include an automatic cut-off when the copy does not exit the normal paper path.

5. Offeror's Responsibility:

It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal will be evaluated in its entirety.

6. Oral Interview:

Clayton County Public Schools may require qualified offerors to participate in a detailed oral interview to fully discuss their proposal and qualifications for this project and to answer questions posed by Clayton County Public Schools. A final selection may be based upon the evaluation of both the written and oral responses of each offeror.

7. Submission of Proposal:

Proposals shall be submitted in three sections: One binder shall contain (1) Requirements and Technical Capabilities and 2) Business Stability. In a separate envelope, a third section titled Price shall be included. One original and five copies [(6) total] of the proposal shall be provided in a loose-leaf, three-ring binder. In addition, one electronic .pdf or "Read Only" copy should be provided on a flash

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drive. No prohibition shall be placed by this solicitation as to the concept of service the offeror may choose to propose; however, the concept shall be placed within the framework of the three sections

8. **Basis of Award:**

Proposals will be evaluated on a combination of factors. In no particular order of importance the evaluation factors are: (1) Technical Capabilities, (2) Business Stability, and (3) Price.

9. **Preparing the Proposal:**

Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped "proprietary". It is not acceptable to label the entire proposal as confidential and proprietary.

10. **Executive Summary:**

An Executive Summary of not more than two pages stating the offeror's overview of the project shall precede the specific required sections.

11. **Additional Terms/Contracts/Objections to CCPS Terms and Conditions**

CCPS shall not be bound by any terms, conditions or contracts included in any offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the CCPS purchase order related to this solicitation, or contract. **If the offeror objects to any term or condition that shall relate to a contract resulting from this solicitation or the offeror is proposing an additional contract, the objection and/or contract shall be clearly stated on a separate page entitled "Objection to Terms or Conditions" and placed in the proposal immediately after the Executive Summary.**

If the objection is accepted by CCPS it will be communicated in writing to the vendor. If not accepted in writing, the terms and conditions shall remain as written in the solicitation.

No exceptions or proposed modifications will be considered after the proposal due date unless such modification is specially requested by CCPS. Offerors are cautioned to limit exceptions and proposed contract modifications as they may be determined to be so material as to cause rejection of the Proposal as non-responsive. All exceptions and proposed modifications shall be evaluated in accordance with the appropriate evaluation criteria established by CCPS and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract modifications. Exceptions and modifications which grant the Offeror an impermissible competitive advantage as determined by CCPS in its sole discretion will be rejected.

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SECTION I - TECHNICAL CAPABILITIES

A. Methodologies:

In this section, the offeror shall describe in detail the methodology and procedures that are to be used to accomplish the CCPS requirements for this RFP. This should include planning, training, coordination, problem solving, and any related technical support. Also, this section shall include the specifics for ordering and receiving delivery of items ordered for existing CCPS facilities and future facilities in addition to and any other information that will assist in the understanding of what the offeror proposes to do and to provide.

B. Capabilities:

The items under the General Information heading must be answered by all vendors submitting proposals.

MINIMUM REQUIRMENTS - DIGITAL DUPLICATORS

CAPABILITIES – DIGITAL DUPLICATORS

1. Describe each model being proposed and any other information which clearly shows the features available, operating procedures, options, etc. (Manufacturer's specification sheet/pamphlet is acceptable).
2. Describe the network readiness of the proposed model.
3. Describe the duplicator's print speed (normal straight running speed) and capability for a monthly volume production. Responses should be based solely upon the contractor's engineering knowledge of and in-service experience with the proposed duplicator(s).
4. Describe all notifications of the proposed duplicator's self-diagnostic system (e.g. indicates needs ink, service calls, paper misfeed/jam, etc.).
5. Describe any automatic cut-off features that are activated in the event a copy does not exit the normal path.
6. Describe each model being proposed and any other information which clearly shows the features available, operating procedures, options, etc. (Manufacturer's specification sheet/pamphlet is acceptable).

REQUEST FOR PROPOSAL

B. Capabilities continued

7. Describe the networking capabilities and readiness of the proposed model.
8. Describe the ability of the proposed model's ability to receive documents from computers.
9. Describe the ability of proposed machine to make color copies.
10. Describe any monitoring features available with the proposed model.
11. Describe how your firm will ensure all warranty or maintenance services to be performed on contract products, as well as on any associated hardware or software, will be performed by manufacturer authorized technicians.
12. Describe your ability to provide proof of manufacturer's authorization to service and maintain leased equipment to CCPS upon request.
13. Describe your ability to ensure repairs to equipment shall be completed not more than twenty-four (24) hours after initial arrival of service technician to the site.
14. Describe your processes and procedures for providing loaner machines of equivalent or greater capacity at no additional charge to the District in the event existing equipment is anticipated to be out of service for longer than three (3) business days.
15. Describe the services included in Preventative Maintenance (PM) and how often PM services are provided.
16. Describe the types of Service logs used to record maintenance activities and how they will provide equipment identifiers and additional information that will allow CCPS to keep track of service downtime and other pertinent information.
17. Describe your processes and procedures for providing loaner machines of equivalent or greater capacity at no additional charge to the District in the event existing equipment is anticipated to be out of service for longer than three (3) business days.
18. Describe the services included in Preventative Maintenance (PM) and how often PM services are provided.
19. Describe the types of Service logs used to record maintenance activities and how they will provide equipment identifiers and additional information that will allow CCPS to keep track of service downtime and other pertinent information.

REQUEST FOR PORPOSAL

B. Capabilities continued

20. Describe the company's procedures for assisting customers with wiping and removing sensitive and proprietary information from all equipment hard drives and memory upon equipment removal and return to the contractor.
21. Describe awards won during the last five years related to product superiority, innovation, quality, and/or customer service. Provide documentation.
22. Describe your ability to provide a dedicated Account Representative for this contract.
23. Describe any performance guarantee in relations to the performance of your proposed duplicator.
24. Provide any other auxiliary services which would be relevant to CCPS determination of the best provider of these services.
25. Describe your company's processes and procedures for notifying customers of item changes during the contract period.
26. Describe the ability of your company to acknowledge receipt of all complaints within 24 hours or one business day.
27. Describe your ability to invoice schools over a ten (10) month timeframe (School year is closed for the months of June and July).
28. Describe your company's ability to provide:
 - a. itemized monthly invoices;
 - b. accept Visa card as payment; and
 - c. protect any cardholder data the company may gain access to.
29. Describe your company's ability to provide credit card transaction data reports that include regular line item data such as transaction date, description and amount for each item purchased, in addition to irregular line item data (such as discounts and miscellaneous charges).
30. Describe the company's ability to provide no-hassle, no-cost, full-credit returns for the products proposed and applicable policies and procedures.
31. Describe the company's ability to issue credits within three (3) business days of receiving returned items.

REQUEST FOR PORPOSAL

B. Capabilities continued

32. Describe the company's ability to ensure consumable supplies (e.g. ink) are available at each site prior to the need to deter duplicators from operating at less than full capacity due to lack of supplies on hand.
33. Describe available reports on total dollars spent with the company and/or the quantity of items purchased, how often these reports are available, and how you can provide available reports to CCPS.
34. Describe contingencies for emergency printing in the event a machine is down for an extended period of time for repair.
35. Describe any additional services or solutions the company proposes to help meet CCPS needs and that might be relevant in helping us identify the best provider of the requested services.

REQUEST FOR PORPOSAL

SECTION II - BUSINESS STABILITY

1. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with CCPS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. The Firm should also provide proof that it is a duly organized business entity and has authority to transact business in the State of Georgia.

2. **Financial Status** - Provide evidence of the company's financial stability to include:
 - A. Two (2) years of financial statements
 - B. If your organization has ever declared bankruptcy or failed to satisfy an obligation to a creditor
 - C. Name(s) of company(s) that the Officers or Directors of your current organizations were associated with at the time a bankruptcy was declared or obligations to creditors were not met

3. **References** - List as references (names, address, contact persons, phone number) and minimum of three clients of similar size and nature to CCPS for which a project was completed within the last three years. A brief description of the services provided shall accompany each reference. Include a minimum of four (4) references from current or previous clients. At least one reference must be from a school district in the State of Georgia.

4. **Previous Default** - Indicate if you have ever been defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances.

REQUEST FOR PORPOSAL

- 5. Litigation or Regulatory Rulings Involving School Districts** - List and explain any litigation or regulatory ruling that involved your company, to include:
- A. Lawsuits or litigation filed by your company against school districts
 - B. Regulatory rulings that resulted in a school closing
 - C. Lawsuits filed by a school district against your company
 - D. Any claim or demand by any school district alleging breach of any agreement between the school district and your company
 - E. Any claim or demand by any individual alleging that any student was injured while in your company's care or by any employee or agent of your company

Failure to provide a response to the requested information may render the bid non-responsive and ineligible for award.

REQUEST FOR PORPOSAL

SECTION III – PRICE

The price proposal shall be submitted in a separate sealed envelope, one original and five (6) copies, and clearly marked with the RFP No. 001-17, Digital Duplicators, PRICE PROPOSAL.

In this section, the offeror shall outline a pricing schedule that itemizes all pricing elements discussed in the proposal to accomplish the Clayton County Public Schools' requirements. Pricing identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task. Answer the questions for each model proposed on a separate sheet. Pricing shall include, at minimum, the following:

1. Model of the machine being offered;
2. All consumable supplies (except paper) furnished as part of the package (e.g. developer, etc.,) and delivery of supplies to duplicator sites;
3. Optimal life of the proposed model;
4. Purchase price of the proposed model;
5. Leasing price of the proposed model;
6. All necessary maintenance to keep duplicators (owned and leased) in good operating condition (this element includes preventative maintenance, consumables, repairs, replacement, and adjustments);
7. Training for key operators, at the time of machine installation, as well as additional training as required to maintain trained personnel;
8. Delivery, expedited delivery, setup, and removal charges;
9. Technical support for all machine components and related software;
10. Any additional costs which might be required during the term of the agreement; and
11. Any and all miscellaneous costs.

This section should also include a brief explanation of the process and methods that will be used to minimize costs, if applicable. The pricing mechanism expected for this solicitation shall include any discounts for specific categories of services and equipment. If there are miscellaneous charges, these should also be specifically addressed. Also, include lists of any optional or extended warranties proposed.

REQUEST FOR PORPOSAL

1. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal process shall be directed in writing to the Chief Financial Officer.

During the entire period of solicitation, proposal and evaluation, no offeror shall contact any member or employee of CCPS concerning the solicitation. Such action could result in the offeror being removed from further consideration in this solicitation.

CONFLICTS OF INTEREST DISCLOSURES

Instructions: Firms desiring to enter into a contract(s) with Clayton County Board of Education must disclose the financial and potential conflict of interest information that is specified below:

List all immediate relatives of Principal(s) of Respondent who are CCPS employees or elected officials of CCPS. For purpose of the above “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandchild, and in-laws by reason of relation.

REQUEST FOR SEALED PROPOSAL

DATE: _____

TIME: _____

PROPOSAL NO.: _____

NAME OF COMPANY:

The Clayton County Board of Education
Purchasing Department
218 Stockbridge Rd
Jonesboro, Ga. 30236

Ladies and/or Gentlemen:

Having carefully examined the Proposal Conditions and Specifications entitled “Digital Duplicators” for the performance of subject work all dated _____, and the Addendum(s) _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Bidder’s Checklist has been complied with, is completed, and is enclosed with this bid.

COMMITMENT TO PERFORM AS PROPOSED

Respectfully submitted,

Name of Company

Address of Company

E-Mail Address

Business Telephone Number

Fax Number

Printed Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing proposals as principals are as follows:

The legal name of the proposer is:

BIDDER'S CHECKLIST

PROJECT: _____

PROPOSAL NO.: _____

- We have acknowledged receipt of addendum(s) received.
- One original and five (5) copies - 6 copies of all information requested have been provided.
- The proposal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

(COMPANY FEDERAL ID NUMBER)

(COMPANY E-MAIL ADDRESS)

(COMPANY NAME)

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL
RETURN WITH PROPOSAL

APPENDIX A

CLAYTON COUNTY PUBLIC SCHOOLS

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01et seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008 Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by Georgia Department of Labor set forth at Rule 300-10-1-01et seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009 Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new Employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01et seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under the Contract.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with Clayton County Board of Education has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Clayton County Board of Education, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Board of Education at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE**

____ DAY OF _____, 201____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

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 _____, which is under contract with the Clayton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 200_____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

APPENDIX B

DEBARMENT CERTIFICATION

The undersigned Service Provider / Contractor provides this assurance and certification that they are not currently debarred from submitting bids or proposals on contracts by any agency in the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

This the _____ day of _____

Service Provider

Service Provider Authorized Signature

REQUIRED FORMS CHECKLIST

PROJECT: _____

PROPOSAL NO.: _____

- Request for Sealed Proposal
- Commitment to Perform As Proposed
- Immigration and Security Form
- Contractor Affidavit and Agreement
- Sub Contractor Affidavit and Agreement
- Debarment Certification
- Anti Collusion Certification
- W9 Certificate

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

(COMPANY FEDERAL ID NUMBER)

(COMPANY E-MAIL ADDRESS)

(COMPANY NAME)

ANTI-COLLSUSION CERTIFICATION

The offeror certified that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all aspects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign will make the proposal non-responsive and ineligible for award.

Printed Name and Title of Official Officer Authorized to sign on the company’s behalf:

Signature:

Date: _____

Name of Company:



Clayton County Public Schools Substitute W-9 Form

Request for Taxpayer Identification Number and Certification

Vendor Number if previously assigned:

* **Name** (List legal name, if joint names, list first the name of the person whose TIN you enter in Part I)

Business Name, if different from above. Example: Doing Business As "J. Doe Construction"

Check appropriate box: Individual Sole Proprietor Corporation Partnership Other

Please check the type of services rendered by the vendor.
 Materials Only Services Only Materials and Services

Legal Address: number, street, and apt. or suite no.

City, state and ZIP code
,
Phone # () **Fax #** ()
Email Address

Remittance Address: if different from legal address.

Remittance City, state and ZIP code
,
Remittance Phone # () **Remittance Fax #** ()
Contact Person

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security Number - - OR Tax Payer Identification Number -

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number, and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
- I am a U.S. citizen (including a U.S. resident alien).

Certification instructions. Please check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, this does not apply.

Part III Potential Conflict Disclosure

Please disclose any relationships with current or former Clayton County Public Schools employees to include employees with vested interest in your organization.

Employee Name	Relationship
<input style="width: 300px;" type="text"/>	<input style="width: 300px;" type="text"/>

Certification instructions. I certify that the above statement is true and I have disclosed any and all relationships with county employees. Additionally, I am aware that CCPS has the right to terminate this relationship if it is determined that this information is false.

Sign Here	Authorized Signature ▶ <input style="width: 300px;" type="text"/>	Date ▶
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