



# 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](http://www.clayton.k12.ga.us)

**Luvenia Jackson**  
Superintendent of Schools

**Ken Thompson**  
Chief Financial Officer

DATE: **April 22, 2016**

TO: **All Bidders**

FROM: **Ken Thompson**  
**Chief Financial Officer**

RE: **Request for Proposals No. 007-16, General Office Supplies**

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

**A Pre-Qualification Conference will be held on Thursday, April 28, 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 **11:00 a.m. local time (as per the Purchasing Department time clock) on Wednesday, May 25, 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. 007-16, General Office Supplies**  
**Proposal Due Date: Wednesday, May 25, 2016 at 11:00 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 007-16, General Office Supplies** in the subject line to [purchasing@clayton.k12.ga.us](mailto:purchasing@clayton.k12.ga.us). **Only questions received prior to 4:30 p.m., Monday, May 16, 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](http://www.clayton.k12.ga.us/departments/purchasing/bidindex.asp)**

**SOLICITATION NO. 007-16**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**GENERAL OFFICE SUPPLIES**

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

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FOR  
REQUEST FOR PROPOSAL NO. 007-16  
GENERAL OFFICE SUPPLIES**

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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

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### 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 six copies (total of 7 proposals) 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 11:00 am on Wednesday, May 25, 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**

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### **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, hereinafter referred to as CCPS.

#### **4. PREPARATION OF PROPOSALS**

- a. All proposals shall be printed in ink or typewritten. Errors may 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 a solicitation 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 the 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

## **PROPOSAL CONDITIONS**

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### **SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS**

Continental United States, and shall be available for immediate shipment at the time a vendor submits a proposal.

- g. The Chief Financial Officer and the Owner Representative (Requesting Department) 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.

## PROPOSAL CONDITIONS

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### SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

#### 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.

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 pm on Monday, May 16, 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](http://www.clayton.k12.ga.us/departments/purchasing/bidindex.asp), for all who have obtained a set of submittals. 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.



## **PROPOSAL CONDITIONS**

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### **SECTION I – PREPARATION AND SUBMISSION OF 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 specifications 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 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 fee 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.

## PROPOSAL CONDITIONS

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### SECTION I – PREPARATION AND SUBMISSION OF PROPOSAL

#### 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

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### 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 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.

#### 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.

**PROPOSAL CONDITIONS**  
**SECTION II – CONTRACT AWARD**

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

**PROPOSAL CONDITIONS**

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**SECTION II – CONTRACT AWARD**

- 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.

**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.

## PROPOSAL CONDITIONS

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### SECTION II – CONTRACT AWARD

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 CCPS on a monthly basis. If payment is to be made by line item, when a single line item has been satisfactorily delivered 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. Payment will be made via electronic payment or check. The Clayton County Board of Education reserves the right to modify these terms should extenuating circumstances prevail.

#### **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, a 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.

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.

- b. 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.

## **PROPOSAL CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

#### **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.

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## PROPOSAL CONDITIONS

### SECTION III – OTHER

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#### 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."



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## PROPOSAL CONDITIONS

### SECTION IV – OTHER

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**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**

The vendor shall maintain an overall monthly average of 95% for on-time delivery of products purchased under the Master Agreement. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries filled by the order entry system, the shipments shall be received within the times specified when the order is placed at least 95% of the time. The vendor shall propose a remedy, such as an additional discount, if the quarterly average for on-time delivery falls below 95% for (3) consecutive months. In addition, failure to adhere to delivery schedules as specified or to promptly replace rejected General Office Supplies Office shall render contractor liable for all costs in excess of the contract price when alternate procurement is necessary either by replacing the General Office Supplies with next higher level available from contractor or from another banking institute. Excess costs shall include the administrative costs.

## **ADDITIONAL CONDITIONS**

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### **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 and price of the base year and proposed subsequent years.

### **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 General Office Supplies. References to quantities are estimates. There are no guarantees as to dollar amount or quantities of the General Office Supplies CCPS will utilize. More or less of the estimated quantity may be serviced.

#### **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.

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## ADDITIONAL CONDITIONS

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### 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](http://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/](http://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 that 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.

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## ADDITIONAL CONDITIONS

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### 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 B) 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, Department of Business Services, will perform supervision of the contract.

## REQUEST FOR PROPOSAL

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### **The CCPS district invites proposals for: General Office Supplies**

#### **1. PURPOSE**

Clayton County Public Schools is soliciting proposals for General Office Supplies. A contract will be awarded to one or more companies to provide these services for Clayton County Public Schools, which presently consists of 65 schools, including, 2 charter schools. Clayton County Public Schools is committed to providing the best educational program for its students. The vendor (s) will be expected to provide office supplies through its General Office Supplies program and any other service that would be advantageous to CCPS.

#### **2. BACKGROUND**

Clayton County Public Schools (CCPS) 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 over 53,000 students. In addition to the students we serve, 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**

Provide General Office Supplies to the District on an as needed basis. This contract may be awarded to one or to multiple vendors.

#### **4. PRODUCT DEMONSTRATIONS**

Selected vendor(s) may be required to demonstrate their online ordering processes.

## REQUEST FOR PORPOSAL

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**A. 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.

**B. 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 the Clayton County Public Schools. A final selection may be based upon the evaluation of both the written and oral responses of each offeror.

**C. Submission of Proposal:**

**Proposals shall be submitted in three sections: One binder shall contain (1) Technical Capabilities and 2) Business Stability. In a separate envelope, a third section titled Price shall be included. One original and six copies [(7) 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 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.

**D. 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.

**E. 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.

**F. 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.

## REQUEST FOR PORPOSAL

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### **G. Additional Terms/Contract/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 Term or Condition" 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 exception 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.

## REQUEST FOR PORPOSAL

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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 technical assistance support for website orders. Also, this section shall include the specifics for ordering and receiving delivery of items and any other information that will assist in the understanding of what the offeror proposes to do and to provide.

#### B. Capabilities:

- (1) Describe how you shall provide one individual as a central contract person responsible for the Clayton County Public Schools account.
- (2) Describe how you will provide CCPS listings of general office supplies in print and via the Internet.
- (3) Explain how you shall provide initial and ongoing training to CCPS personnel on ordering via the Internet.
- (4) Describe your customer service programs/Customer Relation Management (CRM).
- (5) Describe the functionality of your online ordering system/program in performing but not limited to the following integrated activities:
  - unique logon identification
  - password protected security
  - instant notification of invalid item/SKU number
  - immediate status of any item (discounted)
  - custom reports (type and description)
  - post orders for future delivery dates
  - security levels
  - user friendly screens
  - ability to check to the status of pending orders
  - security of website
  - ability to accept multiple ship-to addresses for the same order
  - listing retail price and contract price on-line
  - notification of user of password if forgotten
  - resetting of passwords
  - assistance to user(s) online and by telephone



## REQUEST FOR PORPOSAL

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### B. Capabilities continued

- allow designated CCPS personnel to manage user defined parameters as well as manage and monitor contract pricing
  - ability to block ordering on specific user accounts
  - ability of system/program to accept credit card payment or a purchase order number and invoice schools directly
- (6) Explain your Internet password procedures pertaining to setting, resetting, changing, and notifying user of password.
  - (7) Describe proposed workflow for online orders requiring multiple approvals.
  - (8) Describe procedures for correcting problems which may result from this contract, including but not limited to placing orders incorrectly, damaged merchandise, and customer service issues.
  - (9) Describe, in detail, your invoicing procedures for purchase orders, Internet orders, and in-store orders.
  - (10) Identify any incentives, rebates or benefits that will be granted to CCPS for doing business with your company.
  - (11) Describe your timeline for responding to complaints within 24 hours of receipt.
  - (12) Describe performance measures used to measure customer satisfaction, quality, improvements, and usage.
  - (13) Describe ordering procedures for online orders, catalog orders, and retail store purchases.
  - (14) Describe policies and procedures regarding discontinued items.
  - (15) Describe your delivery time frame and schedule and how you will ensure all shipments are made within the delivery time specified.
  - (16) Explain any minimum order requirements as they relate to Internet and catalog orders.
  - (17) Explain any distinctions made between what can be ordered via Internet versus what is available only via catalogs, product lists, or retail stores.

## REQUEST FOR PORPOSAL

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### B. Capabilities continued

- (18) Explain how contract prices will be extended to retail stores.
- (19) Explain how CCPS personnel will track the status of orders placed via Internet or catalog.
- (20) Explain how a website uniquely designed for CCPS customers will be developed. (Provide address to sample site.)
- (21) Describe how new users will be added to the contract and online ordering privileges established.
- (22) Explain what access the CCPS Purchasing department will have to setup and deactivate accounts for school and department users.
- (23) Describe policies and procedures regarding returns, exchanges, and damaged items for all orders including retail stores.
- (24) Describe the process for handling out-of-stock items including offering alternative suggestions at the contract price automatically.
- (25) Describe your order acknowledgement process.
- (26) Describe the process for blocking orders initiated from individual's accounts via telephone, or other methods not prescribed in this request for proposal.
- (27) Describe the process to restrict the shipping address to CCPS locations only.
- (28) Describe your ability to ensure orders will ship complete and without backorders.
- (29) Describe the ability to provide the following quarterly reports no later than 30 days after each quarter:
  - A. Delivery Report
    - Include number of on-time shipments and late shipments
  - B. Out-of-Stock Report
    - List of items that were out-of-stock
    - The number of days before requested items were back in stock
    - The number of times order were filled with an acceptable alternative
  - C. Returned Product Report
    - List of all products returned for credit including manufacturer/UPC number, vendor SKU number, product description, unit of measure, number of units returned, date product returned, total amount credited to the account

## REQUEST FOR PORPOSAL

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### B. Capabilities continued

#### D. Itemized Usage Report

- List of all items purchased during the quarter, including manufacturer/UPC number, vendor SKU number, product description, unit of measure, number of units sold, price each unit sold, totals extended, and whether the item is Contract or Non-Contract.

#### E. Contract Maintenance Report

- A list of any item that has been discontinued, repackaged, been given a new UPC/SKU#, or otherwise been activated from the original contract list, including whether a suitable replacement has been submitted and at what price and as of what date.

- (30) Explain how returned items will be credited to the account or the credit card within 14 days of receipt.
- (31) Describe any additional services your company proposes to help meet CCPS needs and that your firm thinks relevant in helping us identify the best provider of the requested services.

## REQUEST FOR PORPOSAL

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### 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:
  1. Two (2) years of financial statements
  2. Evidence of a credit facility in place that can fund facility and operating needs
  3. If your organization has ever declared bankruptcy or failed to satisfy an obligation to a creditor
  4. 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

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### SECTION II - BUSINESS STABILITY (cont'd.)

- 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

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### SECTION III – PRICE

***The price proposal shall be submitted in a separate sealed envelope, one original and six (6) copies, and clearly marked with the RFP No. 007-16, General Office Supplies, PRICE PROPOSAL.***

In this section, the offeror shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the CCPS requirements. The pricing mechanism expected for this solicitation is discounts taken off the catalog/retail prices. Appendix A includes randomly selected items from the 2015/2016 catalogs of various vendors. Pricing shall reflect the catalog price and the discounted price to CCPS (i.e., catalog list price of \$42.00 with a 50% discount, CCPS price is \$21.00 for the item). The list is not mutually exclusive, as other items may be purchased and the same discounts are expected to apply. Vendors shall address what the discount is based on. This method of ordering will be used as backup method to ordering on-line. Explain what type of pricing mechanism will be used via the Internet to ensure the correct discount is being taken. CCPS is searching for a contractor which will hold firm discounts for the duration of this contract. **Vendor shall submit current 2015/2016 catalog and active website address with proposals.**

**REQUEST FOR INFORMATION**

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**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

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**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:**

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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 “General Office Supplies” 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 six (6) copies - 7 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**

**RFP 011-16 GENERAL OFFICE SUPPLIES  
APPENDIX A - CORE LIST SUPPLIES**

PRODUCT DESCRIPTION	BRAND BIDDING	UM	ESTIMATED QUANTITY	LIST PRICE	DISCOUNTED PRICE
STAPLES,STANDARD,OD		BX	2,132		
BOARD,DRY-ERASE,9X12,UNLINED		EA	1,817		
SHARPENER,PENCIL,MODEL,KS		EA	1,810		
BINDER,OVERLAY,CLEAR,2",WHT		EA	1,483		
BINDER,OVERLAY,CLEAR,1.5",WHT		EA	1,305		
BOOK,COMP,WR,6.875X8.5,40S		EA	914		
FOLDER,LTR,1/3CUT,100BX,MANILA		BX	904		
MARKER,DRY ERASE,CHSELTIP,4COL		PK	870		
CRAYONS,8CT,CRAYOLA		BX	850		
CLIP,PAPER,SMTH,OD,JMB,100PK		BX	849		
CLIP,PAPER,#1,SMTH,OD,100BX		BX	829		
PEN,BALL PT,MEDIUM,STICK,BLK		DZ	828		
ERASER,DRY ERASE,EXPO		EA	812		
POST-IT,NOTE-PAD,3X3 YELLOW		EA	774		
LAPBOARD,UNLINED,18X12,WHITE		EA	767		
PENCIL,#2,OD,72/BX		BX	761		
BINDER,VIEW,WJ,LT,RR,2",WHITE		EA	760		
PEN,BALL PT,MEDIUM,STICK,BLUE		DZ	752		
PENCIL,#2,OD,12/PK		PK	739		
BOX,CORRUGATED,18X12X10		EA	725		
GLUE SCHOOL,ELMERS,4OZ		EA	702		
CALCULATOR,SCIENTIFIC,TI-30XA		EA	700		
PORTFOLIO,2POCKET,ASST COLORS		EA	700		
BINDER,3RG,VNL,11X8.5,1"BLK		EA	689		
CARD,INDEX,RLD,3X5,300PK,WHITE		PK	688		
TABLET,CHART,1.5"RLD,24X32		EA	681		
STAPLE,1/4",SF1,15-25SHT,5M/BX		BX	675		
POST-IT,NOTEPAD,3X5,YELLOW		EA	675		
CYBER ACOUSTICS CVL 1065B – MI		EA	664		

# **APPENDIX B**

**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 300-10-1-01 et 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 300-10-1-01 et 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 300-10-1-01 et 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).4/22/2016



# **APPENDIX C**

## 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**  
,  GA

**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: 95%;" type="text"/>	<input style="width: 95%;" 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.

<b>Sign Here</b>	<b>Authorized Signature</b> ► <input style="width: 95%;" type="text"/>	<b>Date</b> ►
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