



# 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: **June 2, 2016**

TO: **All Bidders**

FROM: **Kenneth Thompson**  
**Chief Financial Officer** 

RE: **Request for Proposal: No. 021-16 Cisco Products and Services**

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

**A Pre-Qualification Conference will be held on Thursday, June 16, 2016, 11:00 a.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 Tuesday, June 28, 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. 021-16, Cisco Products and Services**  
**Proposal Due Date: Tuesday, June 28, 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 021-16, Cisco Products and Services** 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, June 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](http://www.clayton.k12.ga.us/departments/purchasing/bidindex.asp)**

**SOLICITATION NO. 021-16**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**CISCO PRODUCTS AND SERVICES**

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

**TABLE OF CONTENTS  
FOR  
REQUEST FOR PROPOSAL NO. 021-16  
CISCO PRODUCTS AND SERVICES**

<b>TITLE</b>	<b>PAGE NO.</b>
<b>TABLE OF CONTENTS</b>	<b>3</b>
<b>CODE OF ETHICS</b>	<b>4</b>
<b>PROPOSAL CONDITIONS</b>	<b>5</b>
<b>ADDITIONAL CONDITIONS</b>	<b>19</b>
<b>REQUEST FOR PROPOSAL</b>	<b>22</b>
<b>Technical Capabilities</b>	<b>25</b>
<b>Business Stability</b>	<b>28</b>
<b>Price</b>	<b>30</b>
<b>REQUEST FOR INFORMATION</b>	<b>32</b>
<b>CONFLICT OF INTEREST DISCLOSURES</b>	<b>33</b>
<b>REQUEST FOR SEALED PROPOSAL</b>	<b>34</b>
<b>COMMITMENT TO PERFORM AS PROPOSED</b>	<b>35</b>
<b>BIDDERS CHECKLIST</b>	<b>36</b>
<b>APPENDIX A</b>	<b>37</b>
<b>APPENDIX B</b>	<b>40</b>
<b>W-9 Form</b>	<b>44</b>



## **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 four copies (total of 5 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 Tuesday, June 28, 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 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 specification 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

## **PROPOSAL CONDITIONS**

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

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 p.m. on Monday, June 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](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

#### 1. PURCHASE ORDER

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**

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**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.

**PROPOSAL CONDITIONS**

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**SECTION II – CONTRACT AWARD**

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:

- 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

## **PROPOSAL CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

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.

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.

## **PROPOSAL CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

- 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.

#### **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**

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### **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



## **PROPOSAL CONDITIONS**

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### **SECTION III – OTHER**

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.”

**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**

It is desired that all goods and services be delivered within ten working days after receipt of a purchase order. It is required that all goods and services be delivered within twenty days after receipt of a purchase order. Contractor agrees to notify CCPS within five working days after receipt of purchase order if they are unable to meet this requirement.

## **PROPOSAL CONDITIONS**

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### **SECTION III – OTHER**

Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected goods and services shall render contractor liable for all costs in excess of the contract price when alternate procurement is necessary either by replacing goods and services with next higher level available from contractor or from another vendor. Excess costs shall include the administrative costs.

#### **13. NO CONTACT**

During the entire period of solicitation, proposal and evaluation, all contact/inquiries should be made with the Chief Financial Officer. No firm shall contact any Board member or employee of CCPS concerning this solicitation. Such action may result in the firm being removed from further consideration in this solicitation.

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**ADDITIONAL CONDITIONS**

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**1. CONTRACT TYPE**

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

**2. QUALIFICATION 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. REVIEW OF QUALIFICATIONS**

Based on responses to this solicitation, CCPS will select a vendor provide Cisco Products and Services to be used organization-wide. The selection will be based on the requirements of the District as detailed in this document. There are no guarantees as to dollar amount or quantities of any component of the Cisco Products and Services 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.

---

**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**

**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, Kevin Litzenberger, Network Support Supervisor, Technology, or his designee will perform supervision of the contract.

## **REQUEST FOR PROPOSAL**

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### **The CCPS district invites proposals for: Cisco Products and Services**

#### **1. PURPOSE**

Clayton County Public Schools (CCPS) invites qualified vendors to submit a proposal to provide Cisco Products and Services. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. Clayton County Public Schools, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by CCPS.

#### **2. BACKGROUND**

Clayton County Public Schools (CCPS) is committed to excellence and student achievement. The school district, located in the metropolitan Atlanta area, is a K-12 system with 38 elementary schools, 16 middle schools, 10 comprehensive high schools, an alternative school, Open Campus, and two psycho-education facilities. CCPS is the 90th largest school district in the United States and the fifth largest in Georgia. Student enrollment is approximately 54,000 from diverse backgrounds. In addition to the students we serve, the school district is the largest employer in Clayton County with approximately 7,300 active employees. The Technology Department has developed a robust network infrastructure at these 74 locations with the goal of supporting our students and our staff. Each of these locations have a full wireless and switched network infrastructure along with a fully meshed WAN.

#### **3. SCOPE**

Clayton County Public Schools is looking for a value added reseller, who is currently a Gold Certified Cisco Partner.

The District seeks to establish a viable working relationship with the awarded vendor. The Gold Certified Cisco Partner will be able to provide, not only Cisco products but be able to perform engineering services in the areas of Switching, Routing, Wireless and Security.

## REQUEST FOR PROPOSAL

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### 4. PRODUCT DEMONSTRATIONS

Selected vendor(s) may be required to perform on-site demonstrations of the capabilities of proposed product(s).

#### 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 four copies [(5) 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.

## REQUEST FOR PROPOSAL

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**F. Executive Summary:**

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

**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.

**5. MINIMUM REQUIREMENTS**

- a. Gold Certified Cisco Partner certification
- b. Must maintain an office within 50 miles of the Clayton County Public School's Data Center located at 1380 Arnold Street, Jonesboro, GA. 30236. The office should be staffed with a minimum of three Voice CCIE, three Route/Switch CCIE, and one Data Center CCIE level engineer.



## REQUEST FOR PROPOSAL

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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 engineering services in the areas of Switching, Routing, Wireless and Security. The Offeror should demonstrate that the company has the experience, knowledge, personnel and equipment needed to successfully complete services offered. This section shall include the specifics for ordering and receiving delivery of related commodities and services and provide information clearly verifying the identity of the firm as a Gold Certified Cisco Partner. Additional information needed for evaluators to understand other related services or products the offeror proposes to provide should also be detailed in this section.

#### B. Capabilities

- (1) Provide sufficient documentation to validate your status as a Gold Certified Cisco Partner.
- (2) Provide the names, certifications, and years of experience of the three Voice CCIE, three Route/Switch CCIE, and one Data Center CCIE level engineer who will serve on the CCPS support team.
- (3) Provide information to verify that you **DO NOT** use a subcontractor's relationship with Cisco.
- (4) Describe your certifications and specializations in the area of Advanced Routing & Switching.
- (5) Describe your certifications and specializations in the area of Advanced Security.
- (6) Describe your certifications and specializations in the area of Advanced Wireless LAN, including Meraki.
- (7) Describe your certifications and specializations in the area of Advanced Unified Communications.
- (8) Describe your certifications and specializations in the area of Advanced Data Center Networking Infrastructure.
- (9) Describe your certifications and specializations in the area of Advanced Data Center Storage Networking.

## REQUEST FOR PROPOSAL

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### SECTION I - TECHNICAL CAPABILITIES (cont'd.)

- (10) Describe your certifications and specializations in the area of Advanced Data Center Architecture.
- (11) Describe your certifications and specializations in the area of Master Security Specialization, Master UC Specialization, Small Business Specialization, and Master Cloud Builder Specialization.
- (12) Describe any additional awards, authorizations or certifications.
- (13) Describe your ability to warehouse, stage, and configure equipment for Clayton County Public Schools.
- (14) Identify vendor response time for emergency/critical engineering requests.
- (15) Identify vendor response time for non-critical engineering requests.
- (16) List vendor technical service hours. Specify “Normal Business Hours” and “After Hours” service hours.
- (17) Give examples of the project management that you have demonstrated while performing services for other K-12 clients.
- (18) Describe your performance guarantees for products and services.
- (19) Provide a history of the firm or organization and include information on contracts with other school districts of similar size that have taken place within the last five years. Demonstrate how your experience makes you qualified to provide engineering services in the specified areas.
- (20) Provide a sample implementation plan with a timeline from award through user training with clearly identified roles and responsibilities for provider and client.
- (21) Describe your ability to support a Cisco implementation at Clayton County Public Schools.
- (22) Describe your ability to provide managed services for critical data systems.
- (23) Provide a sample of pre and post implementation documentation for managed services.

## **REQUEST FOR PROPOSAL**

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### **SECTION I - TECHNICAL CAPABILITIES (cont'd.)**

- (24) Provide a sample SLA for Managed Services offerings.
- (25) Describe how support and troubleshooting are handled for managed services.
- (26) Specify how much of the service work will be coordinated by your firm for all managed services.
- (27) Describe your firm's experience troubleshooting across multiple platforms to provide an end-to-end troubleshooting solution.
- (28) Describe your ability to provide and support Meraki solutions.
- (29) Describe your ability to provide wireless surveys. Provide samples.
- (30) Describe your ability to provide and support an OpenDNS solution.

## 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:
  - A. Two (2) years of financial statements
  - B. Evidence of a credit facility in place that can fund facility and operating needs
  - C. If your organization has ever declared bankruptcy or failed to satisfy an obligation to a creditor
  - D. 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 five (5) references from current or previous clients. At least three references must be from K-12 school districts for whom you have provided this service.
  
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 four (4) copies, and marked clearly with the RFP No. 021-16 Cisco Products and Services, PRICE PROPOSAL.***

Vendor shall provide products (all hardware will be new OEM Cisco Equipment) and services manufactured and furnished by Cisco Systems using a minimum percentage discount from the current Cisco “MSRP” (Manufactures’ Suggested Retail Price). This percentage discount shall apply to all items within the commodity group and be for new Cisco OEM equipment. Percentage discount will be the minimum discount level but shall allow for higher discount levels when available. All discounts shall allow for F. O. B. destination, our location, and shall include all charges (shipping, handling, processing, etc). Hourly rate (“Normal Business Hours” and “After Hours”) for vendor provided CCIE engineering services shall also be included.

## PRICING DETAIL

<p>Cisco LAN, WAN, Security, and Collaboration Equipment</p> <p>(For Example: Catalyst Switches, ISR Routers, Nexus Switches, ASA Firewalls, Phones, Licensing, Meraki switches, Wireless, Meraki Licensing)</p>	<p>_____ % Off Global Price List</p>
<p>Cisco UCS</p> <p>(Unified Computing System - Including : C &amp; B Series Servers, Interconnects, Hyperflex, and Chassis)</p>	<p>_____ % Off Global Price List</p>
<p>Cisco Cloud Services</p> <p>(WebEx, ScanSafe, OpenDNS etc.)</p>	<p>_____ % Off Global Price List</p>
<p>Cisco Services</p> <p>(Including: Cisco Base Maintenance, Cisco Advanced Replacement Uplift, and Cisco Smartnet based on 12 month term)</p>	<p>_____ % Off Global Price List</p>
<p>IoT (Internet of Things)</p> <p>(Including: Physical Security, Video Surveillance, Hardened Appliances)</p>	<p>_____ % Off Global Price List</p>
<p>CCIE Consulting Engineering Service</p>	<p>_____ Hourly Rate (After Hours)</p> <p>_____ Hourly Rate (Normal Business Hours)</p>

## 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:**

---

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 “Cisco Products and Services” 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 four (4) copies - 5 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).5/27/2016

# **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:

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Signature:

---

Date: \_\_\_\_\_

Name of Company:

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# 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:

1. The number shown on this form is my correct taxpayer identification number, and
2. 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
3. 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

**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 type="text"/>	Date ►
-----------	---	--------