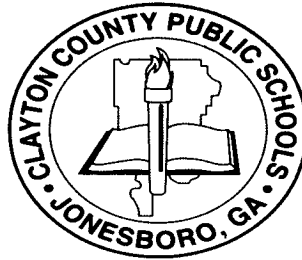


REQUEST FOR PROPOSALS

RFP NO. 003-17

ELECTRONICS AND OTHER E-WASTE RECYCLING



CLAYTON COUNTY PUBLIC SCHOOLS

LUVENIA JACKSON
Superintendent of Schools

KEN THOMPSON
Chief Financial Officer



Debra B. Brewer, Esq., CPPO
Director

Department of Purchasing
218 Stockbridge Road, Jonesboro, Georgia, 30236

Proposal Submission Deadline:
January 5, 2017
3:00 p.m. Eastern Standard Time (EST)

PROPOSAL SCHEDULE

EVENT	DATE OR DEADLINE Eastern Standard Time (EST)
Release of RFP	December 5, 2016
Non-Mandatory Pre-Proposal Conference	December 12, 2016, 10:00 A.M. Clayton County Public Schools 218 Stockbridge Road Jonesboro, GA 30236
Deadline For Submission of Questions	December 14, 2016, 3:00 p.m. Submit questions to: purchasing@clayton.k12.ga.us
Answers Posted to Website by Addendum	December 16, 2016, 3:00 p.m.
Proposal Submission Deadline	January 5, 2017, 3:00 p.m.
Interviews and Demonstrations, if required.	Week of January 30 - February 3, 2017

PROPOSAL SUBMISSION FORM

This form must be completed in its entirety and signed by the authorized representative or official submitting the proposal. This form must be returned with each proposal. Failure to do so will render a proposal non-responsive.

Company Name:	
Mailing Address: (Street, City, State, Zip Code)	
Email Address:	
Phone Number:	
Fax Number:	
Social Security or Tax ID#:	
Name of Authorized Representative: (printed or typed only)	
Title of Authorized Representative:	
Signature of Authorized Representative:	
Date of Signature:	

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RFP 003-17

ELECTRONICS AND OTHER E-WASTE RECYCLING

A. INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **Services Required:** This Request for Proposals ("RFP") from qualified Proponents is for Electronics and Other E-Waste Recycling for Clayton County Public Schools ("CCPS"). A detailed Scope of Services ("SOS") is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of CCPS Purchasing Policies and Procedures. By submitting a proposal in reference to this solicitation, a Proponent acknowledges that it is familiar with CCPS Purchasing Policy and Procedures and all laws applicable to this solicitation, which policies, procedures and laws are incorporated into this RFP by reference.
3. **Criminal Background Check:** By submitting a proposal in reference to this solicitation, Proponent acknowledges that a satisfactory criminal background check and history may be required for anyone coming into direct or indirect contact with CCPS students at no cost to CCPS.
4. **Certificate of Authority to Transact Business in Georgia:** Each Proponent must submit with its proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid county or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **Professional License:** Proponent must attach a copy of any professional license required by this RFP with its response. All required licenses must be maintained for the duration of any contract award period.
7. **Tax Exemption Status:** CCPS is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by CCPS. Exemption certificates are available upon request.
8. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility

of the successful proponent. All services, labor, materials and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which must apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

9. **No Offer by CCPS and Firm Offer by Proponent:** This solicitation does not constitute an offer by CCPS to enter into an agreement and cannot be accepted by any Proponent to form an Agreement. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind CCPS. A Proponent's offer is a firm offer and may not be withdrawn except as provided in this RFP, CCPS Purchasing Policies and Procedures and other applicable law.
10. **Negotiations, Best and Final Offers:** CCPS reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. CCPS may require the submission of Best and Final Offers. CCPS may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by CCPS as contractually binding upon Proponent. CCPS may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to timely respond may be cause for rejection of Proponent's proposal.
11. **Purchase Order:** A properly signed and executed Purchase Order provided to the successful proponent by CCPS results in a binding contract without further action by either party. The contract documents shall consist of this Request for Proposals and any addenda thereto, the offeror's proposal (as amended by any negotiations and best and final offers accepted by CCPS), Notice of Award and Notice to Proceed letters and establishing Purchase Order. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.
12. **Multiple Awards:** CCPS reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Proponents.
13. **Georgia Open Records Act:** Information provided to CCPS is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]".
14. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as

the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent shall provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Proposal at the time of submission. Under State Law, CCPS cannot consider any Proposal which does not include the completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with CCPS are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on CCPS solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

- 15. Responsibility:** The determination of the Proponent's responsibility will be made by the County based on whether the Proponent meets the following minimum standard requirements:

- 15.1** Has the appropriate and adequate technical experience required;
- 15.2** Has adequate personnel and equipment to perform the work expeditiously;
- 15.3** Ability to comply with the required or proposed delivery and installation schedule;
- 15.4** Has a satisfactory record of performance;
- 15.5** Proponent must have the ability to provide future services;
- 15.6** Has adequate financial means to meet obligations incidental to the work; and
- 15.7** Such other factors as the County determines to be pertinent to either the bid or the contract.

- 16. Responsiveness:** The determination of the Proponent's responsiveness will be made by the County based on a consideration of whether the Proponent has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternative bids for any item unless specifically requested in the solicitation.

17. **Sub-contractors and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Sub-contractor or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed Sub-contractor. County reserves the right to disapprove any proposed Sub-contractor whose technical or financial ability, or resources, or experience are deemed inadequate.
18. **Minority, Female Business and Local Enterprises:** It is the intent of CCPS that Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and Local and Small Business Enterprises (L/SBE) have an equal opportunity to participate in CCPS procurement opportunities. Proponents are encouraged to use said vendors whenever possible in the execution of any contract.
19. **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFP contained in Appendix B, General Terms and Conditions, and Required Form Submittals.
 - 19.1 CCPS reserves the right to issue solicitations for specific projects that are independent of this RFP. Except as stated in this RFP, successful Proponents under this RFP are not precluded from responding to such solicitations.
 - 19.2 All interests of CCPS employees, officers or elected officials in Proponent's firm should be listed and disclosed with Proponent's response to this RFP.

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B. SUBMISSION OF PROPOSALS

1. **Ownership of Proposals:** Each Proposal submitted to CCPS shall become the property of CCPS, without compensation to a Proponent, for use by CCPS, in its discretion. CCPS shall not be liable for any proposal preparation costs incurred by Proponents, or for any subsequent work on the proposal or additional documentation required by CCPS.
2. **Proposal Duration:** Proposals submitted in response to this RFP shall be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and shall be marked as such.
3. **Proposal Submission Deadline:** Responses to this RFP will be received by Clayton County Public Schools (CCPS), Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia, 30236 until 3:00 P.M., Eastern Standard Time (EST) on January 5, 2017.
 - 3.1 Responses shall be clearly labeled with the name of the project (RFP No. 003-17, ELECTRONICS AND OTHER E-WASTE RECYCLING), and the name and address of the Proponent.
 - 3.2 Responses should be addressed to: Director of Purchasing, Clayton County Public Schools, Purchasing Department, 218 Stockbridge Road, Jonesboro, GA 30236.
 - 3.3 Each Proponent is required to submit one (1) stamped "Original" and nine (9) Duplicate Copies of its technical proposal, along with one copy in Adobe Portable Document format ("pdf") on a USB flash drive. CCPS assumes no liability for the differences in the information contained in the Proponent's printed proposal and that contained on the flash drive or device. In the event of any discrepancy, CCPS will rely upon the information in the printed proposal. Along with its technical proposal, Proponent must submit, in a separate and sealed envelope, one (1) stamped "Original" and nine (9) duplicate copies of its Cost Proposal.
4. **Late Proposals.** Late Proposals received will not be considered. Time will be determined using the Purchasing Department clock. Proposals delivered to other locations within CCPS will not be considered. CCPS is not responsible for misdirected mail or items delivered late by carriers.
5. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for December 12, 2016, at 10:00 A.M., EST at CCPS, Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30236. Attendance at the Pre-Proposal Conference is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any

questions raised by potential Proponents will be discussed. Verbal answers to questions during the Pre-Proposal Conference will not be authoritative. Each Proponent shall be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the required services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

6. **Solicitation Questions:** Any questions regarding this RFP should be submitted on or before December 14, 2016 at 3:00 P.M., EST. All questions must be submitted in writing to Debra B. Brewer, Director, CCPS, Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30236, or by email with the RFP name and number in the subject line to purchasing@clayton.k12.ga.us. Questions received after the designated period may not be considered. Verbal responses are not authoritative. Answers to questions will be made by addendum posted to the CCPS website not later than 3:00 p.m. EST on December 16, 2016. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this solicitation by monitoring the CCPS website at <http://www.clayton.k12.ga.us/cms/One.aspx?portalId=54515&pageId=95198>.
7. **Prohibited Contacts:** All Proponents and representatives of Proponents are strictly prohibited from contacting CCPS employees, CCPS Officials, Elected Officials or any third party representatives of CCPS on any matter having to do with this RFP. All communications by any Proponent concerning this RFP shall be made in writing to the CCPS Purchasing Department.
8. **Oral Presentations/Interviews:** Responsive Proponents may be required to make an oral presentation of their proposed solution to a CCPS Evaluation Committee. Representatives of the Key Personnel as identified in the Proponent's proposal, and those with decision making ability and authority speak on behalf of and to bind the Proponent, must be active participants in the oral presentation. If required, oral presentations will be held during the week of January 30 – February 3, 2017. CCPS will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
9. **Examination of Proposal Documents:**
 - 9.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

- 9.2** Each Proponent shall promptly notify CCPS in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be posted to the CCPS website.
- 9.3** CCPS may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.
- 9.4** Each Proponent must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- 9.5** CCPS may waive any technicalities and formalities. CCPS reserves the right to cancel the RFP in its entirety.
- 10. Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B, General Terms and Conditions. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.
- 11. Protests:** Protests dealing with specifications or the solicitation must be filed not later than three (3) working days prior to the proposal due date. Other protests must be filed not later than three (3) working days after the 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 given rise to the protest. All Protests should specify exactly what is being protested. Protests are considered filed when received by the Director of Purchasing. Protests which are not filed in a timely manner, as set forth above, will not be considered. Proponent agrees to pay for CCPS reasonable attorney's fees and expenses of litigation for any protest arising out of this solicitation in which CCPS is a prevailing party. Only those who participated in the solicitation are eligible to protest.

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RFP 003-17

ELECTRONICS AND OTHER E-WASTE RECYCLING

Clayton County Public Schools (CCPS) is seeking proposals from experienced, qualified firms to provide Electronics and Other E-waste Recycling for CCPS. All services are to be provided in compliance with all appropriate and applicable laws and regulations, and in a manner that is beneficial to the communities and environments where the materials are dismantled and recycled.

1. INTRODUCTION

1.1. BACKGROUND

CCPS is committed to excellence and student achievement. CCPS is fully accredited through AdvanceED-Southern Association of Colleges and Schools Council on Accreditation and School Improvement. CCPS is a diverse K-12 system located in metropolitan Atlanta, Georgia, with 38 elementary schools, 16 middle schools, 10 comprehensive high schools, an alternative school, Open Campus, and 2 psycho-education facilities. CCPS is the fifth largest school system in the State of Georgia and is ranked amongst the 100 largest school districts in the United States. Student enrollment is approximately 55,000.

1.2 OBJECTIVE

Clayton County Public Schools generates electronic and computer equipment waste with the deployment of new technology and as electronic equipment reaches its end of life or a state of disrepair. The objective is to enter into a contract with a qualified proponent for the removal and disposal of this equipment in an environmentally responsible manner.

A major goal in this process is to minimize the environmental impact on area landfill sites.

The performance of the successful proponent shall be in accordance with the terms of the specifications and at the quality standards of service set forth herein.

1.3 INTENT TO AWARD

CCPS intends to make one (1) award; however, CCPS reserves the right to make multiple awards or no award for RFP No: 003-17 Electronics and Other E-Waste Recycling.

1.4 TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt of written Notice to Proceed (NTP).

The initial term of the Agreement and any renewal terms are collectively referred to as the "Term". The initial term of this Agreement shall be for one (1) year, and may be automatically renewed for two (2) successive one (1) year terms upon the same terms and conditions. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of CCPS on December 31st of the year in which it was executed and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this agreement.

This contract shall not be deemed to create a debt of CCPS for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. MINIMUM QUALIFICATIONS

- 2.1.** Current certification with the State of Georgia as an approved E-Waste processing facility.
- 2.2.** Proponents must have a minimum of three (3) years of experience successfully implementing and providing similar Electronics and Other E-waste Recycling.
- 2.3.** ISO 9001:2015 Certification
- 2.4.** Proponent must meet the EPA guidelines for the management of "end-of-life" electronics.
- 2.5.** Proponent must ensure that the recycling and treatment facility has all permits and certifications required for such facilities operating in the state in which the facility is licensed and that it meets or exceeds all local, state, and federal laws, regulations, and guidelines pertaining to the disassembly and recycling of electronic equipment.
- 2.6.** Proponent must possess and include with its proposal proof of, at least, one of the following certifications:
 - a. Responsible Recycling (R2) Certification; or
 - b. e-Stewards Certification

3. MINIMUM REQUIREMENTS

- 3.1.** Destruction Software must comply with U.S. Department of Defense (DoD) 5220.22-M software standards. Use the following link to obtain specific details regarding these standards:

- 3.2.** Disk wiping software must comply with the NIAP's (National Information Assurance Partnership) EAL 4+ Standard.
- 3.3.** In the event hard drives cannot be wiped, then vendor must shred each hard drive using a 3-stage destruction process, ensuring that all data is permanently removed and unrecoverable.
- 3.4.** Proponent must provide powerful and flexible reporting tools for creating, generating and editing documents over a unified platform.

4. EVALUATION PROCESS

CCPS desires to select the Proponent whose proposal is determined to be the most advantageous considering the technical and price evaluation criteria listed below. All Proposals will be evaluated in accordance with CCPS Policies and Procedures, and the criteria specified in this RFP. An Evaluation Committee will evaluate the Proposals using the following:

Relative Weight	ITEM FOR EVALUATION	Maximum Points
5%	Executive Summary	5
30%	Description of Electronic Recycling and Disposal Services	30
30%	Organization's Experience, Qualifications, and Performance on Similar Projects	30
10%	Organizational and Financial Capability	10
25%	Cost Proposal	25
100%	TOTAL SCORE	100

Optional Oral Presentations and Product Demonstrations Oral presentations/interviews and demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and demonstrations will be added to the proponent's total score.	Scoring Value Maximum Points 10
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5. PROPOSAL PREPARATION AND GUIDELINES

5.1. PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

5.1.1. Technical Proposal. The technical proposal must include responses to all of the information requested in the RFP and must be tabbed to identify the specific components. Proponent should include all strategies, solutions and services proposed in response to the requirements of the RFP. All forms required by CCPS or provided by Proponent should be included. Please **do not include any cost of any kind in this section.**

5.1.2. Proposal Cost. The Cost Proposal Form affixed hereto as Exhibit 2, must be completed in its entirety and returned in a **Separate and Sealed Envelope** with Proponent's proposal. The Cost Proposal Form will become a part of any contract resulting from this RFP. CCPS may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award.

Proponents must provide the total cost associated with the proposed service model. All costs, direct and indirect, including those for materials, pickup, delivery, fuel and travel expenses are to be incorporated within the total project cost and will not be paid in addition to or separately from the total project cost.

Please do not include exceptions to the RFP in the sealed Cost Proposal.

5.2. CONTENTS OF TECHNICAL PROPOSAL

The Proposal must include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. CCPS prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal must be tabbed and organized as follows, with a suggested total page limit of One-Hundred (100) pages (excluding the Required Form Submittals).

5.2.1. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by CCPS concerning this solicitation. The letter should include a narrative statement of the Proponent's approach to providing the Services solicited in this RFP.

5.2.2. Reports. Include samples of all available reports with proposal.

5.2.3. Executive Summary. The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

5.2.3.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

5.2.3.2. The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to CCPS;

5.2.3.3. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with CCPS or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years; and

5.2.3.4. A declarative statement as to whether;

5.2.3.4.1. Proponent or any member of the Proponent team has an open dispute with CCPS or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

5.2.3.4.2. Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or

insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

5.2.3.4.3. Proponent has failed to complete work or a contract awarded to proponent. If so, please provide an explanation; and

5.2.3.4.4. Proponent or any of the Proponent's employees, agents, independent Proponents or sub-contractors have been convicted of, or pled guilty or nolo contender to any felony. If so, please provide an explanation and details.

5.2.3.5. Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

5.2.4. Description of Electronic Recycling and Disposal Services.

5.2.4.1. Proponents must submit samples of the Certificate of Data Destruction and the Certificate of Recycling with proposal.

5.2.4.2. Proponent should describe the procedures and methods that will produce the required outcomes for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to:

5.2.4.2.1. Description of your process to ensure CCPS is supplied with the proper support staff throughout the project;

5.2.4.2.2. Description of how your company can support expedient pick-up of disposal equipment in CCPS;

5.2.4.2.3. Description of any value recovery services that you may provide;

5.2.4.2.4. Description of your downstream process used for any secondary disposal operations that might come in contact with CCPS product and what assurances you have around any secondary operations aligning with EPA guidelines;

5.2.4.2.5. There are up to seventy-four (74) individual locations that will need disposal services on an as needed basis and product deemed for disposal is rarely palletized. Describe your process to remove products from each location with the understanding CCPS will not provide resources to assist with pickups;

5.2.4.2.6. Specify the minimum number of recyclable items that must be at a site to warrant a pick up.

5.2.4.2.7. Description of how any amounts, if applicable, will be paid to CCPS for collected items. The actual amount or percentages to be paid should only be included on the Cost Proposal Form in Exhibit 2.

5.2.4.3. Data Protection. Proponent must provide the following:

5.2.4.3.1. Description of your process for ensuring all drives are properly purged prior to disposal;

5.2.4.3.2. Description of assurances provided to CCPS that all E-Waste is properly handled and how will you limit any exposure to CCPS;

5.2.4.3.3. Explanation your process for removing CCPS stop tags, asset tags, etching or any CCPS branding/labeling on equipment being disposed;

5.2.4.3.4. Systems may not include hard drives. However, in the event hard drives are present, please explain the security measures used by your organization for hard drive storage prior to destruction of data.

5.2.4.4. End Markets. Proof of end market agreements must be provided with the proposal. Documentation must be in the form of letters of agreements/contracts, or copies of agreements/contracts and indicating scope of agreement, dates and signatures. The following must be provided:

5.2.4.4.1. Names, addresses, telephone numbers, and fax number or e-mail addresses of companies and/or individuals participating in the contract, including companies and/or individuals involved in the following:

- a. Hauling or transporting of the recyclable materials
- b. Collecting, sorting, and/or separating the recyclable materials
- c. Processing the recyclable materials into raw materials or components that can be recycled
- d. Final Materials Disposition; examples:
CRT's are sent to; Electronic Components are sent to; Electronic Circuit Boards are sent to; Plastics; Metals; etc.

5.2.4.5. Organization's Experience, Qualifications, and Performance on Similar Projects. Proponent must provide the following:

5.2.4.5.1. Description of experience and industry knowledge in providing services as widely described in the Scope of Services. Include outcomes and experiences of Proponent's organization in providing the services specified in this RFP to other K-12 school districts.

5.2.4.5.2. The geographical location and a description of the facility through which CCPS products will flow. Submit photographs of the facility with the proposal.

5.2.5. Organizational and Financial Capabilities. To facilitate the efforts CCPS to evaluate, verify, and understand the Proponent's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to CCPS as requested below. By definition, a "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP. Proponent may present additional evidence of financial ability or financial surety it deems appropriate, but must first comply with the following:

5.2.5.1. Instructions. If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit

copies of all financial disclosures with its proposal.

5.2.5.2. Financial Information: The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests below with the Proposal.

5.2.5.2.1. Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows.

5.2.5.2.2. Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.

5.2.5.2.3. Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

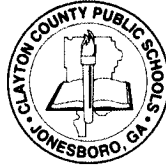
6. REQUIRED FORM SUBMITTALS

The forms and documents contained in Appendix D, Required Forms, are mandatory forms required to be submitted with each proposal. Failure to provide the information or documentation required may cause a proposal to be declared non-responsive and rejected. Failure to have an authorized representative sign all documents at the signature line, or failure to have all documents properly notarized as requested, may cause a proposal to be declared non-responsive and rejected.

7. CCPS STANDARD AGREEMENT

The Draft Agreement included as Exhibit 4 is a standard CCPS document which should be thoroughly reviewed by all Proponents prior to submitting a proposal. Refer to Information and Instructions to Proponents, Award and Execution of Agreement in this RFP. Modifications or additions to the CCPS Standard Contract will not be entertained after contract award.

APPENDIX A



PURCHASING DEPARTMENT

CODE OF ETHICS

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

APPENDIX B

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Request for Proposals (RFP) apply to all solicitations. Where there are specific or special conditions contained herein that conflict with the General Information and Instructions, the more specific or special conditions will prevail.

- I. **Contract Renewal.** Upon executing its option to renew, CCPS will notify the Provider of such renewal, at which time the Provider shall be bound to provide Services during such renewal term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by the Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal term.
- II. **Payment.** 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.

The Proponent must 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 must show contract number, work performed and period of work. Payment will be made via electronic payment or check. CCPS reserves the right to modify these terms should extenuating circumstances prevail.

- III. **Non-Appropriation.** Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Proponent by CCPS solely from appropriations received by CCPS. 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 Proponent the occurrence thereof, and such certification shall be inclusive.
- IV. **Scope of Services.** Consultant shall provide Services as requested by CCPS on an as needed basis in accordance with the RFP and Scope of Services.
- V. **Compliance With Laws, Licenses, Permits.** Consultant must comply with all local, state, and federal laws and regulations applicable to its responsibilities under this Agreement. During the term of this Agreement the Consultant must maintain all licensing and permits required to provide Services. Failure to maintain such licensing shall be cause for termination of this Agreement. Consultant must obtain and maintain all permits, licenses, certifications and approvals as required by all regulatory agencies with jurisdiction over the assigned Services, including any

regulatory agencies of CCPS.

VI. Insurance.

Proof of insurance must be provided within 15 days of the date of written notification.

- a. The following general requirements apply to any and all work under this contract by all Proponents and Sub-contractors, where applicable, 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 shall be on an occurrence basis.

No Proponent or SubProponent 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 subProponent of any tier.

2. Clayton County Public Schools must be covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this must appear on all certificates of insurance and on any and all applicable policies.
3. Clayton County Public Schools must be given no less than thirty (30) days' notice of cancellation. Clayton County Public Schools must 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:

- 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 Proponent 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 Proponent or shall have the right to cancel the contract.

- a. Worker's Compensation and Employer's Liability Insurance

The Proponent must 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

- b. Comprehensive General Liability Insurance

The Proponent must 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 must 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 must 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 Proponent must 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 must 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 Proponent does not own any vehicles in the corporate name, non-owned vehicles coverage must apply and must be endorsed on either the Proponent's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

- VII. **Conflict of Interest Notice to Proponents.** All firms, Sub-Consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the financing, construction, operation and management of CCPS projects must be made to CCPS in the technical response of the firm's proposal, and in advancement of assignment so that real or potential conflicts of interest can be avoided.

In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with CCPS and a dispute, claim or conflict of interest arises between CCPS and such provider under this agreement or another contract, CCPS may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Provider under this agreement unless and until such dispute, claim or conflict of interest is resolved to the satisfaction of CCPS. Should CCPS take such action, Provider shall not be entitled to any additional costs of any kind resulting from such action except that Provider may be paid for any authorized Services provided to CCPS under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to CCPS under this Agreement, any other contract or as may be available under applicable law.

- VIII. **Consultant as Independent Proponent.** In conducting its business hereunder, the Consultant shall act as an independent Proponent and not as an employee or agent of CCPS. The selection, retention, assignment, direction and payment of the Consultant's employee shall be the sole responsibility of the Consultant. Nothing in this agreement shall be deemed to constitute Consultant and CCPS as

partners, joint ventures, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither party has authority to represent or bind or create any legal obligations for or on behalf of the other party.

- IX. **Consultant's Personnel.** The Consultant shall assign sufficient qualified personnel to provide the Services required by CCPS. Consultant shall assign personnel that possess the necessary skill sets to ensure proper installation and operation of the Services. The Consultant will assume all costs associated with the replacement of any Consultant personnel whose continued assignment is not in the best interest of CCPS. Without cost to CCPS, the Consultant agrees to remove any personnel who has engaged in a willful misconduct or had committed a material breach of this agreement.
- X. **Consultant's Authority, Representations and Warranties.** The Consultant represents that the Consultant, its employees, and its sub-consultants are possessed of the knowledge, training, skills, experience, and financial strength required to provide the services outlined in this Agreement. Consultant further warrants that its integrity, reputation, skills and performance of the Services requested shall be of the highest caliber. Consultant warrants that it will perform its services in a prompt and timely manner, which shall not impose delays in official operation of CCPS; and that services will be performed in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing similar services. The Consultant warrants that as of the date above written that:
- a. It is duly organized and validly existing in good standing under the laws of the state in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Agreement and the documents to which it is signatory; and
 - b. The execution, delivery and performance by Consultant and its undersigned representative(s) of this Agreement and other documents to which Consultant is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Consultant is a party or by which it is bound; and
 - c. The execution, delivery and performance by Consultant of this Agreement and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Consultant, and is enforceable against Consultant in accordance with its terms; and
 - d. No action, suit or proceeding to which Consultant is a party is pending or threatened that may restrain or question this Agreement, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein.

XI. Confidential Information.

- a. **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by CCPS, Consultant will return any trade secrets to CCPS. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

The Proponent 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 Proponent of any claim for which it may be liable under this paragraph.

- b. **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it shall: seek a protective order preventing such disclosure; or intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

- XII. **Work Product.** Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its Proponents

exclusively for CCPS under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of CCPS. Any of Provider's or its Proponents' works of authorship comprised within the Work Product (whether created alone or in concert with CCPS or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to CCPS. Provider and its Proponents grant CCPS a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for CCPS under this Agreement

- a. If any of the Work Product is determined not to be a "work made for hire", Consultant assigns to CCPS, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Consultant has any rights to the Work Product that cannot be assigned to CCPS, Consultant unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to CCPS during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- b. CCPS shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- c. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Consultant Personnel may not originally vest in CCPS by operation of Applicable Law, Consultant shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to CCPS all rights, title and interest in the Work Product.
- d. Without any additional cost to CCPS, Consultant Personnel shall promptly give CCPS all reasonable assistance and execute all documents CCPS may reasonably request to enable CCPS to perfect, preserve, enforce, register and record its rights in all Work Product. Consultant irrevocably designates CCPS as Consultant's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Consultant's name, with the same force and effect as if performed by Consultant.

XIII. Audit Inspection Rights.

- a. **General.** Consultant will provide to CCPS, and any Person designated

by CCPS, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: verify the accuracy of Charges and invoices; examine Consultant's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by CCPS. Consultant must provide full cooperation to CCPS and its designated Persons in connection with audit functions and examinations by regulatory authorities.

- b. All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). Consultant must promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report. If any audit or inspection of Charges or Services reveals that CCPS has overpaid any amounts to Consultant, Consultant must promptly refund such overpayment and Consultant must also pay to CCPS interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to CCPS by Consultant.

XIV. **Open Records.** The Consultant acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Consultant must cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Consultant must notify CCPS immediately of any request made under the Open Records Act and must furnish CCPS with a copy of the request and the response to such request.

XV. **Consultant Affidavit and Compliance.**

- a. Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, CCPS cannot enter a contract for the physical performance of services unless the Provider and its Sub Providers register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- b. The Provider certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- c. The Provider agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached hereto as Appendix D, Required Form Submittals, and incorporated herein by reference.
- d. The Provider agrees that in the event that it employs or contracts with

any Sub-Provider(s) in connection with this Contract, the Provider will secure from each Sub-Provider an affidavit that indicates the employee-number category applicable to that Sub Provider and certifies the Sub-Provider's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Sub Provider affidavit(s) obtained in connection with this Contract shall be attached hereto as Appendix D, Required Form Submittals.

XVI. Performance of Agreement.

- a. CCPS reserves the right to enforce the Consultant's performance in any manner prescribed by law or deemed to be in the best interest of CCPS in the event of breach or default of the Agreement.
- b. The Consultant shall execute the entire work described in the Agreement Documents, except to the extent specifically indicated in the Agreement documents to be the responsibility of others.
- c. The Consultant accepts the relationship of trust and confidence established by the award of this Agreement. The Consultant covenants with CCPS to utilize the Consultant's best skill, efforts and judgment in furthering the interest of CCPS; to furnish efficient business administration and supervision; to make its best efforts to furnish at all times an adequate supply of workers and materials; and to complete the Services in the best way and most expeditious and economical manner consistent with the interest of CCPS.
- d. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners.

- XVII. Indemnification.** Proponent shall agree to indemnify, defend, save and otherwise hold harmless CCPS, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement, except to the extent that such loss results from the negligence of CCPS. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Agreement and continue for a period of two years after termination thereof. The successful Proponent shall protect CCPS from claims involving infringements of patents, copyrights or other intellectual property rights. The unauthorized use of patented articles is done at the risk of the Proponent. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

Proponent shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Proponent shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of CCPS, its departments, all elected and appointed officials, to include, but not limited to, its directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

XVIII. **Controlling Law, Venue.** The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

a. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the State Courts of Clayton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non convenience to the conduct of any such action or proceeding in such court.

b. **Equitable Remedies.** The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "Confidential Information", which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

XIX. **Assignment.** Except as other provided herein, this Agreement shall not be sold, assigned or transferred by Consultant by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Consultant, or with a business entity which is merged or consolidated with Consultant or which purchases a majority or controlling interest in the ownership or assets of Consultant without the prior written consent of CCPS.

Consultant may subcontract to an Affiliate or a third party work to be performed under this Agreement or otherwise assign the rights and obligations hereunder to such Affiliate, but will remain financially responsible for the performance of such obligations.

XX. **Non-Discrimination.** Notwithstanding any other provision of this Agreement, during the performance of this Agreement Consultant, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, that:

a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

- b. In the furnishing of products and the provider of services herein or hereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

XXI. Default and Termination.

- a. **Termination by CCPS.** This Agreement shall be subject to termination by CCPS at any time if, in its opinion, the Consultant fails to carry out the Agreement provisions of any one or more of the following events:
 - i. The default by the Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Consultant to remedy, or undertake to remedy with sufficient forces and to CCPS's reasonable satisfaction. CCPS shall provide the Consultant with notice of any conditions which violate or endanger the performance of the Agreement. If, after such notice, the Consultant fails to remedy such conditions within ten (10) days, or such other term set forth in such notice, to the satisfaction of CCPS, CCPS may exercise its option in writing to terminate the Agreement without further notice to the Consultant and order the Consultant to stop work immediately with no additional expense to CCPS.
 - ii. Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Consultant and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
 - iii. Consultants' failure to conduct services according to the approved specifications.
 - iv. Consultant's failure to keep, perform, or observe any other term or condition of the Agreement.
 - v. Consultant's performance of the Agreement is unreasonably delayed.
 - vi. Should the Consultant fail to provide the or services when ordered, and in accordance with the Specifications and any other requirements contained herein, CCPS reserves the right to purchase services covered by this Agreement elsewhere if available from an alternate source.
- b. **Termination for Convenience.** CCPS may, at its sole option, terminate the Agreement with or without cause at any time upon ten (10) days'

written notice by certified mail to the Consultant without prejudice to any other right or remedy it may have. CCPS reserves the right to terminate the Agreement if funding is unavailable for the Services or if any applicable grant funding is terminated or expires.

XXII. **Miscellaneous Provisions**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and as of its Effective Date supersedes all prior or independent Agreements between the parties covering the subject matter hereof for the services to be provided, and all representations, warranties, inducements, promises or Agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

CCPS hereby engages the Consultant and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following documents:

- i. Any amendments as mutually agreed and signed by both parties;
 - ii. Any subsequent Change Orders as mutually agreed to and approved by CCPS;
 - iii. Consultant's insurance certificates;
 - iv. Consultant's licenses and permits;
 - v. Consultant's Proposal costs;
 - vi. Consultant's Affidavit of Compliance; and
 - vii. Appendices A, B, C, and D and Exhibits 1, 2, 3, and 4.
- b. **Change Orders.** CCPS and the Consultant hereby agree that no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to CCPS's policies and procedures governing change orders, and is signed by CCPS's and the Consultant's duly authorized representatives.
- c. **Severability.** If a provision or term hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- d. **Headings.** The headings used in these General Terms and Conditions are intended for convenience and reference only and do not define or limit the scope or meaning of any provision.
- e. **Force Majeure.** Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after

occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

- f. **Waiver.** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.
- g. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to CCPS (c) overnight courier service, or (d) delivered in person to the Consultant or its authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Consultant to CCPS or by CCPS to the Consultant's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed to CCPS as follows: Director, Clayton County Public Schools (CCPS) Purchasing Department, 218 Stockbridge Road, Jonesboro, GA 30236.

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APPENDIX C
CCPS SCHOOL CALENDAR

Clayton County Public Schools

2016-17 School Calendar



2016 (87)

2017 (93)

July 2016	Monday	Tuesday	Wednesday	Thursday	Friday	
						1
	4	5	6	7	8	
	11	12	13	14	15	
August 2016	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
September 2016	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
October 2016	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
November 2016	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
December 2016	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
January 2017	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
February 2017	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
March 2017	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
April 2017	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
May 2017	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
June 2017	Monday	Tuesday	Wednesday	Thursday	Friday	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	

APPENDIX D
REQUIRED FORMS

PROPONENT AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Proponent

RFP 003-17 ELECTRONICS AND OTHER E-WASTE RECYCLING

Name of Project

Clayton County Board of Education

Name of Public Employer

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

Executed on _____, 20__ in _____ (city),
_____, (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

SUBPROPONENT AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Proponent

RFP 003-17 ELECTRONICS AND OTHER E-WASTE RECYCLING

Name of Project

Clayton County Board of Education

Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____,
20__.

NOTARY PUBLIC

My Commission Expires:



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 ►****Date ►**

RFP 003-17**ELECTRONICS AND OTHER E-WASTE RECYCLING
PROPONENT REPRESENTATIONS AND DECLARATIONS**

This Acknowledgement of Representations and Declarations and Agreement shall be properly signed and notarized, and returned with Proponents response to this RFP.

- 1. Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subProponent(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.
- 2. Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents must identify a person having authority to sign for the Respondent who must certify, in writing, as follows:

"I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

- 3. Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:
 - a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

(Page 1 of 3)

- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
 - c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subProponent under a contract to the prime Proponent or higher tier subProponent or any person associated therewith as an inducement for the award of a subcontract or order.
4. **Debarment.** The undersigned Service Provider / Proponent 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.
5. **Covenant of Non-Discrimination.** The undersigned understands that it is the policy of CCPS to promote full and equal business opportunity for all persons doing business with CCPS. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.
6. **Certify Satisfaction of all Underlying Obligations. (If Applicable).** If a Contract is awarded through this solicitation, then such Proponent should know that before final payment is made to a Proponent by CCPS, the Proponent must certify to CCPS in writing, in a form satisfactory to CCPS, that all sub-contractor, materialmen suppliers and similar firms or persons involved in the CCPS contract have been paid in full at the time of final payment to the Proponent by CCPS or will be paid in full utilizing the monies constituting final payment to the Proponent.
7. **Proponent Declarations:**
- a. I, the undersigned, have carefully examined and fully understand CCPS General Terms and Conditions and this solicitation in its entirety, including all required forms and Proponent Representations, and agree to conform with every requirement. I certify that I am authorized to sign this quote for the Proponent. Signing this form affirms that the Original Request for Proposal Document has not been altered in any way.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

Subscribed and sworn to or affirmed by _____ **(name) this** ____
day of _____, **20**__.

Notary Public of _____(state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, **20**__

Subscribed and sworn to or affirmed by _____

(name), as the _____ **(title) of** _____

(entity or partnership name) this ____ **day of** _____, **20**__.

Notary Public of _____(state)

My commission expires: _____

(Page 3 of 3)

REFERENCE AND RELEASE FORM

Please provide the requested reference information and contact person who will verify Proponent's experience and ability to perform the services listed in the RFP. Submission of this form grants CCPS the authority to contact each reference listed.

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Authorized Signature: _____ Date: _____

RFP 003-17**ELECTRONICS AND OTHER E-WASTE RECYCLING
SOLICITATION CHECKLIST**

This checklist is intended to aid in preparation and submission of Proponent's response. It may not be all-inclusive. Responsibility rests upon the Proponent to ensure all information requested within the solicitation is provided. Please return this form with your proposal.

- ☐ Acknowledgement of all addendum.
- ☐ One original and six (6) duplicate copies - 7 copies of all information is included with response.
- ☐ One duplicate copy of all proposal documents saved in portable document format (pdf) on a flash drive is included with response.
- ☐ The proposal has been signed by an authorized principal or authorized official of Proponent.
- ☐ No conditions, restrictions or qualifications have been placed by Proponent on this proposal that would have the proposal declared non-responsive.
- ☐ Proponent acknowledges and is prepared to provide the insurance required in this solicitation.

COMPANY NAME

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

EXHIBIT 1

RFP 003-17

ELECTRONICS AND OTHER E-WASTE RECYCLING

SCOPE OF SERVICES AND SPECIFICATIONS

1. SCOPE OF SERVICES

GENERAL REQUIREMENTS

All services provided must comply with all applicable federal, state, and local regulations and laws. Proponent must provide all services as requested in this RFP including, but not limited to, the following key services:

- 1.1** The electronics and/or items listed as acceptable for pickup and recycling will be stored at individual school sites and at a central warehouse location. Once the awarded contractor has been notified that a pickup is needed, the items must be picked up within three (3) business days.
- 1.2** The actual items to be recycled may differ from month to month and from site to site. Generally, there is a higher volume of items to be recycled during mid-May, June and July when school is not in session.
- 1.3** Collection areas differ from site to site. Some locations have docks; others do not. Refer to Clayton County Public Schools, Exhibit 3, Addresses of CCPS Schools and Facilities, attached hereto and incorporated herein by reference, for site locations.

2. TECHNICAL SPECIFICATIONS

- 2.1.** Proponents will be responsible for meeting all specifications as outlined herein and on the Cost Proposal Form. Failure to comply with these requirements may be cause for Proposal rejection.
- 2.2. Electronics Equipment Pick-up:** Typical electronic waste products shall include, but not be limited to, desktop computers, computer towers, all-in-one computers, computer monitors, printers, servers, battery backups, projectors, typewriters, cameras, VHS players, telephones, and miscellaneous electronic waste.
 - 2.2.1.** The successful proponent must provide for the loading, transportation, unloading, and audit trail documentation of the end-of-life electronic equipment as specified and described in the attached Cost Proposal Form, on an as needed basis.

- 2.2.2. The successful proponent must supply packing materials such as pallets, Gaylord boxes, boxes, shrink-wrap, etc.
- 2.2.3. CCPS will provide labor to shrinkwrap pallets for shipment if available and when requested. Requests must be made through a designated staff member at least 2 days prior to the scheduled pick-up.
- 2.2.4. All services must be provided between the hours of 7:30 A.M. and 2:00 p.m., except on Thursdays and CCPS observed holidays when no services will be scheduled. Afternoon pickups will only be authorized if service will be completed prior to 2:00 p.m.

3. DOCUMENTATION OF SERVICE: On transfer of materials from CCPS to the Proponent, a copy of the Bill of Lading must be given to a representative of CCPS. After all materials have been recycled, Proponent must mail the original copy of the Bill of Lading containing all original signatures, the completed and signed Certificate of Recycling, and the final invoice to the designated CCPS location. Documentation of the recycling/disposal actions for each category as listed in the Cost Proposal Form must be reported within ten (10) business days of receipt of service request.

3.1. Electronics Equipment Disposition: All items that are recycled or disposed of must have an audit trail identifying the equipment's final destination. CCPS requires a Certificate of Data Destruction, Certificate of Recycling, a description of the recycled items, quantity and rate. The successful proponent must ensure that all recovered end-of-life electronic equipment/material units are recycled or properly disposed of (as a last result), and documented.

3.2. Equipment and Data Security: The successful proponent should assume that all electronic memory components (e.g. hard drives, memory chips in facsimiles and scanners) contain confidential and sensitive business information and must ensure that all data is not inadvertently compromised.

3.2.1. When property is on the successful Proponent's facility, the successful proponent must provide adequate security to prevent theft or loss of the electronic property.

3.2.2. The successful proponent must have the ability to document custody and control of the items provided for de-manufacture and must ensure item accountability until the items provided are either de-manufactured and sold or otherwise disposed of properly.

3.2.3. Immediately upon discovery of theft, the successful proponent must notify the designated CCPS employee.

3.3. Performance under this contact does not authorize the successful proponent to handle confidential or sensitive business information. Should successful

proponent employees come into actual or suspected possession of confidential or sensitive business information, the successful proponent must immediately secure such information or property from both physical loss and compromise. The successful proponent must immediately notify the designated CCPS employee regarding the source of the confidential, proprietary or sensitive business information. The successful proponent must assure that sensitive information stored in the electronics is properly sanitized and that an audit trail is created to track and report on the equipment's final destination.

4 CCPS RESPONSIBILITIES

- 4.1** CCPS will endeavor to sort, palletize or box like equipment and store equipment at the CCPS Warehouse; however, CCPS is not responsible for preparing equipment for pickup. There are up to seventy-four (74) other locations that will require disposal services on an as needed basis where items are not likely to be palletized.
- 4.2** CCPS reserves the right to determine the best means to dispose of surplus materials, and may use other service providers as deemed in the best interest of CCPS.
- 4.3** CCPS may use other service providers in the event the successful Proponent cannot perform a specific service in the timeline as required, or for other pick-up services of an emergency or urgent nature.

5 PROPONENT RESPONSIBILITIES

- 5.1** Proponent must secure documentation demonstrating that the transfer of equipment load from CCPS to the final processing facility has remained intact and there has been no break in the chain of custody for the equipment, including a Bill of Lading, is completed and signed by the driver and a CCPS representative, prior to each shipment being removed.
- 5.2** Proponent must remove all etching, engraving, asset tags, labels, stickers, decals, and any other identifying marks or information which identifies the equipment as belonging, or formerly belonging to CCPS.
- 5.3** Proponent must transport the equipment to a State of Georgia approved recycling and treatment facility and any hazardous or residual waste materials to appropriate facility for proper treatment and disposal in compliance with applicable State and Federal laws.
- 5.4** Proponent must ensure that the recycling and treatment facility disassembles and destroys the equipment, processes it into commodities grade fractions materials, and recycles such commoditized materials.

- 5.5** Proponent must only use recycling and treatment facilities that comply with, or exceed, applicable laws and regulations concerning worker health and safety and insurance requirements.
- 5.6** Proponent must only use recycling and treatment facilities that process materials within North America and must not ship such materials for processing to countries outside of the United States that may have differing views on worker health and safety.
- 5.7** Proponent must only use recycling and treatment facilities that obtain the maximum amount of reusable materials possible, given the current state of technology in such processing.
- 5.8** Proponent must only use recycling and treatment facilities that will guarantee the complete removal and destruction by shredding of digitized personal information stored on any of the equipment (particularly hard drives, flash drives, or any other digitized storage media).
- 5.9** Proponent must maintain detailed records of all equipment picked-up under this agreement for recycling, and provide such detailed records to CCPS on a monthly basis upon submission of the monthly invoice. Such detailed records must include the following information, at a minimum:
- a. Make and model number of equipment picked-up;
 - b. Serial number;
 - c. Quantity of each item picked-up;
 - d. How many total pieces picked-up; by date; load; pallets;
 - e. Total weight of equipment picked-up per load/date;
 - f. Driver name;
 - g. Designated CCPS staff member who authorized the release of the equipment for pick-up;
 - h. Verifiable detailed records of where the equipment ultimately was processed or shipped to for processing, the processor name, address and telephone number; and
 - i. The current certification as an approved e-Waste processing facility in the state in which the items are disposed.
- 5.10** Proponent must secure each load of equipment picked-up from the CCPS Warehouse and other sites with heavy-duty padlocks, sealed with serialized inventory/security strips, to demonstrate that the transfer of equipment load from CCPS to the final processing facility has remained intact and there has been no break in the chain of custody for the equipment.
- 5.11** Proponent must provide an auditable and verifiable trail from the equipment pick up at the CCPS Warehouse or other location, to receipt at the recycling and treatment facilities, to destruction and recycling of the equipment, on a monthly basis.

5.12 Proponent must only access and handle equipment specifically identified by CCPS for recycling or destruction. The Proponent may not handle any other equipment, which may be stored at the Warehouse, or any other CCPS facility.

EXHIBIT 2

COST PROPOSAL FORM

RFP 003-17

ELECTRONICS AND OTHER E-WASTE RECYCLING

Proponent will furnish all labor, travel, resources, materials, tools, equipment and services required to complete satisfactorily the Services requested in this RFP for the Total Cost as stated in the completed Cost Proposal Form below. All costs provided in the form are inclusive. CCPS will not be responsible for charges that are not included on this Cost Proposal Form. Where there is an amount or percentage to be paid to CCPS for an item, the amount or percentage is to be included where indicated below.

Proponent/Firm Name: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

(Insert/Affix Cost)

RFP 003-17
ELECTRONICS AND OTHER E-WASTE RECYCLING

Items for Disposal	Cost for Disposal	Amount to be Paid to CCPS
Desktop Computer with Hard Drive		
Desktop Computer without Hard Drive		
Laptop Computer with Hard Drive		
Laptop Computer without Hard Drive		
All-in-One Computer with Hard Drive		
All-in-One Computer without Hard Drive		
LCD Monitor		
LED Monitor		
CRT Monitor		
Keyboard		
Mice		
Port Replicator		
Docking Stand		
Cables/Connectors		
Batteries (l.e. laptop, cell phone)		
Speakers		
Server with Hard Drives		
Server without Hard Drives		
Spindle Hard Drives		
Solid-State Drives		
Scanner		
Toner Cartridge		
UPS (Uninterruptable Power Supply)		
UPS Battery(Uninterruptable Power Supply)		
Copier		
Fax Machine		
Wireless Access Point		
CRT Television		
LCD/LED Television		
Cell Phone		
Analog Phone		

Items for Disposal	Cost for Disposal	Amount to be Paid to CCPS
VOIP Phone		
Overhead Projector		
Palm Pilot		
Smart Board		
E-Pad		
Camera		
Cassette Recorder/Player		
Other: Please describe		

Identify any other rebates or amounts to be paid to CCPS:

EXHIBIT 3

ADDRESSES OF CCPS SCHOOLS AND FACILITIES

EXHIBIT 3
CLAYTON COUNTY PUBLIC SCHOOLS – SCHOOLS AND FACILITIES

Anderson Elementary (101) 4199 Old Rockcut Road Conley, GA 30288 404-362-3820 404-362-4089 - Fax	Hawthorne Elementary (131) 10750 English Road Hampton, GA 30228 770-472-7669 770-472-7663 - Fax	Lake Ridge Elementary (130) 1300 Lake Ridge Circle Riverdale , GA 30296 770-907-5170 770-907-5185 – Fax
Arnold Elementary (102) 216 Stockbridge Road Jonesboro, GA 30236 770-473-2800 770-473-5057 – Fax	Haynie Elementary (108) 1169 Morrow Road Morrow, GA 30260 770-968-2905 770-968-2904 – Fax	Lee Street Elementary (114) 178 Lee Street Jonesboro, GA 30236 770-473-2815 770-603-5771 – Fax
Brown Elementary (104) 9771 Poston Road Jonesboro, GA 30238 770-473-2785 770-603-5799 – Fax	Huie Elementary (110) 1260 Rockcut Road Forest Park, GA 30297 404-362-3825 404-608-7589 – Fax	Marshall Elementary (137) 5885 Maddox Road Morrow, GA 30260 770-675-8019 404-675-8047 – Fax
Callaway Elementary (133) 120 Oriole Drive Jonesboro, GA 30238 678-479-2600 678-479-2613 – Fax	Jackson Elementary (136) 7711 Mt. Zion Blvd. Jonesboro, GA 30326 678-610-4401	McGarrah Elementary (113) 2201 Lake Harbin Road Morrow, GA 30260 770-968-2910 770-698-2920 – Fax
Church Street Elementary (105) 7013 Church Street Riverdale , GA 30274 770-994-4000 770-994-4469 – Fax	Kemp Elementary (127) 10990 Folsom Road Hampton, GA 30228 770-473-2870 770-473-5058 – Fax	Morrow Elementary (115) 6115 Reynolds Road Morrow, GA 30260 770-968-2900 770-968-2903 – Fax
East Clayton Elementary (106) 2750 Forest Parkway Ellenwood, GA 30294 404-362-3885 404-362-8895 – Fax	Kemp Primary (138) 1090 McDonough Road Hampton, GA 30228 678-610-4300 404-675-8047 – Fax	Mt. Zion Elementary (116) 2984 Mt. Zion Road Jonesboro, GA 30236 770-968-2935 770-968-2939 – Fax
Edmonds Elementary (107) 4495 Simpson Road Forest Park, GA 30297 404-362-3830 404-608-7573 – Fax	Kilpatrick Elementary (111) 7534 Tara Road Jonesboro, GA 30236 770-473-2790	Mt. Zion Primary (139) 2920 Mt. Zion Road Jonesboro, GA 30236 770-472-2828 770-472-2832 – Fax
Fountain Elementary (103) 5215 West Street Forest Park, GA 30297 404-362-3875 404-362-4083 – Fax	King Elementary (135) 5745 West Lee's Mill Road College Park, GA 30349 770-991-4651 770-991-4679 – Fax	Northcutt (119) 5451 West Fayetteville Road College Park, GA 30349 770-994-4020 770-994-4479 – Fax
Harper Elementary (134) 93 Valley Hill Road Riverdale, GA 30274 678-479-2654 678-479-2673 – Fax	Lake City Elementary (112) 5354 Phillips Drive Lake City, GA 30260 404-362-3855 404-362-8897 - Fax	Oliver Elementary (120) 1725 Cheryl Leigh Drive Riverdale, GA 30296 770-994-4010 770-994-4014 – Fax

CLAYTON COUNTY PUBLIC SCHOOLS – SCHOOLS AND FACILITIES

<p>Pointe South Elementary (126) 631 Flint River Road Jonesboro, GA 30236 770-473-2900 770-603-5774 – Fax</p>	<p>Smith Elementary (132) 6340 Highway 42 South Rex, GA 30273 770-960-5750 770-960-5764 – Fax</p>	<p>Tara Elementary (124) 937 Mt. Zion Road Morrow, GA 30260 770-968-2915 770-968-2919 – Fax</p>
<p>Riverdale Elementary (121) 6630 Camp Street Riverdale, GA 30274 770-994-4015 770-994-4018 – Fax</p>	<p>Suder Elementary (122) 1400 Jodeco Road Jonesboro, GA 30236 770-473-2820 770-603-5197 – Fax</p>	<p>Unidos Dual Language (198) 4475 Hendrix Drive Forest Park, GA 30297 404-361-3494 404-362-2498 – Fax</p>
<p>River's Edge Elementary (132) 205 Northbridge Road Fayetteville, GA 30215 770-460-2340 770-460-2343 - Fax</p>	<p>Swint Elementary (123) 500 Highway 138 Jonesboro, GA 30238 770-473-2780 770-603-5778 – Fax</p>	<p>West Clayton Elementary (125) 5580 Riverdale Road College Park, GA 30349 770-994-4005 770-994-4009 – Fax</p>
<p>Adamson Middle (019) 3187 Rex Road Rex, GA 30273 770-968-2925 770-968-2949 – Fax</p>	<p>Lovejoy Middle (021) 1588 Lovejoy Road Lovejoy, GA 30228 770-473-2933 770-603-5777 – Fax</p>	<p>Rex Mill Middle (029) 6380 Evans Drive Rex, GA 30273 770-474-0702 770-474-5812 – Fax</p>
<p>Babb Middle (011) 5500 Reynolds Road Forest Park, GA 30297 404-362-3880 404-362-4087 – Fax</p>	<p>Morrow Middle (015) 5934 Trammel Road Morrow, GA 30260 770-210-4001 770-210-4002 – Fax</p>	<p>Riverdale Middle (029) 400 Roberts Drive Riverdale, GA 30274 770-994-4045 770-994-4467 – Fax</p>
<p>Forest Park Middle (012) 930 Finley Drive Forest Park, GA 30297 404-362-3840 404-362-8899 – Fax</p>	<p>Mundy's Mill Middle (016) 1251 Mundy's Mill Road Jonesboro, GA 30238 770-473-2880 770-603-5779 – Fax</p>	<p>Roberts Middle (025) 1905 Walt Stephens Road Jonesboro, GA 30236 678-479-0100 678-479-0114 – Fax</p>
<p>Jonesboro Middle (014) 1308 Arnold Street Jonesboro, GA 30236 678-610-4340 678-610-4347 – Fax</p>	<p>North Clayton Middle (017) 5517 West Fayetteville Road College Park, GA 30349 770-994-4025 770-994-4028 – Fax</p>	<p>Sequoyah Middle (028) 95 Valley Hill Road Riverdale, GA 30274 770-515-7524 770-515-7540 – Fax</p>
<p>Kendrick Middle (024) 7971 Kendrick Road Jonesboro, GA 30238 770-472-8400 770-472-8413 - Fax</p>	<p>Pointe South Middle (020) 8495 Thomas Drive Jonesboro, GA 30238 770-473-2890 770-477-4603 - Fax</p>	<p>White Academy (140) 11801 Panhandle Road Hampton, GA 30228 770-472-2850</p>
<p>Drew High (315) 6237 Garden Walk Blvd. Riverdale, GA 30274 770-472-2820 770-472-2825 – Fax</p>	<p>Mt. Zion High (007) 2535 Mt. Zion Parkway Jonesboro, GA 30236 770-473-2940 770-473-2784 – Fax</p>	<p>Fine Arts Magnet (741)) 2535 Mt. Zion Parkway Jonesboro, GA 30236 770-473-2875 770-473-2877 – Fax</p>

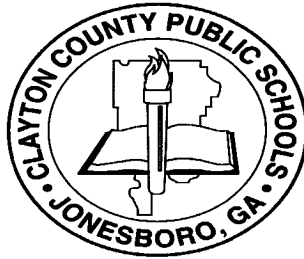
CLAYTON COUNTY PUBLIC SCHOOLS – SCHOOLS AND FACILITIES

Forest Park High (001) 5452 Phillips Drive Forest Park, GA 30297 404-362-3890 404-608-7563 – Fax	Mundy's Mill High (311) 9652 Fayetteville Road Jonesboro, GA 30238 678-817-3000 678-817-3007 – Fax	Flint River School (940) 9540 Tara Blvd. Jonesboro, GA 30236 770-472-8473 770-472-8476 – Fax
Jonesboro High (002) 7728 Mt. Zion Blvd. Jonesboro, GA 30236 770-473-2855 770-603-5177 – Fax	Riverdale High (005) 160 Roberts Drive Riverdale, GA 30274 770-473-2905 770-473-2913 – Fax	Open Campus (312) 137 Spring Street Jonesboro, GA 30236
Lovejoy High (006) 1587 McDonough Road Hampton, GA 30238 770-473-2920 770-473-2928 – Fax	Stilwell School of the Arts (316) 2535 Mt. Zion Parkway Jonesboro, GA 30236 770-473-5079	North Clayton High (004) 1525 Norman Drive College Park, GA 30349 770-994-4035 770-994-4038 Fax
Morrow High (003) 2299 Old Rex Road Morrow, GA 30260 404-362-3865 404-362-2044 - Fax	Elite Scholars Academy (099) 7 Spring Street Jonesboro, GA 30236 770-515-7384 770-477-8502 - Fax	Alternative School (008) 1098 Fifth Avenue Jonesboro, GA 30236 770-473-2865 770-603-5772 – Fax
South Metro/ Ash Street (920) 5277 Ash Street Forest Park, Ga 30297 404-362-2000 404-362-2021 – Fax	Perry Learning Center (313) 137 Spring Street Jonesboro, GA 30236 770-515-7601 770-515-7689 – Fax 770-515-7610 Adult Education	Tara Stadium (710) 155 Battlecreek Road Jonesboro, GA 30236 770-473-2845 770-473-6175 – Fax
Maintenance (760) 218 Stockbridge Road Jonesboro, GA 30236 770/473-2825 770-473-2848 – Fax	Professional Learning Center (731) 1087 Battlecreek Road Jonesboro, GA 30236 770-473-2795 770-472-8470 – Fax	Technology (720) 1380 Arnold Street Jonesboro, GA 30236 770-473-2772 770-473-6175 – Fax
Nutrition Services (743) 218 Stockbridge Road Jonesboro, GA 30236 678-479-0171 678-479-0181 – Fax	Purchasing & Warehouse (765) 218 Stockbridge Road Jonesboro, GA 30236 678-479-4505 678-479-4506 – Fax	Transportation (770) 7860 North McDonough Street Jonesboro, GA 30236 770-473-2835 770-473-2833 – Fax
Performing Arts Center (750) 2530 Mt. Zion Parkway Jonesboro, GA 30236 770-473-2875 770-473-2877 - Fax	Student Services (742) 1058 Fifth Avenue Jonesboro, GA 30236 770-473-2700 678-817-3098	Central Office (700) 1058 Fifth Avenue Jonesboro, GA 30236 770-473-2700

EXHIBIT 4

RFP NO. 005-17

ELECTRONICS AND OTHER E-WASTE RECYCLING



DRAFT AGREEMENT

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DRAFT AGREEMENT

RFP # _____ FOR CLAYTON COUNTY PUBLIC SCHOOLS

THIS AGREEMENT for _____
for Clayton County Public Schools is made as of this _____ day of
_____, 201_, and entered into by and between
Clayton County Public Schools, (hereinafter referred to as the "CCPS") and _____
_____, (hereinafter referred to as "Consultant" or
"Contractor") an _____ authorized to conduct business in the State of
Georgia, whose principal place of business located at _____.

WITNESSETH:

WHEREAS, CCPS is in need of a qualified Consultant to provide _____ for
Clayton County Public Schools; and

WHEREAS, CCPS issued Request for Proposal (RFP) # _____ for Clayton
County Public Schools requesting proposals from qualified Consultants to provide such
services; and

WHEREAS, the Consultant responded to the RFP and represents that it is qualified,
possesses the necessary expertise, knowledge, training and skills necessary to
conduct perform all requirements set forth in the Specifications, including providing all
materials, labor, transportation, supervision and supplies as required to perform the
requested services for Clayton County Public Schools; and

WHEREAS, CCPS desires to enter into an Agreement with the Consultant to provide the
required services; and

WHEREAS, the Consultant has agreed to provide and perform such services as required
at the compensation and terms provided herein; and

NOW THEREFORE, CCPS and Consultant in consideration of the promises and the
mutual covenants contained in this Agreement, the sufficiency and receipt of which is
hereby acknowledged, the parties agree as follows:

ARTICLE 1

TERM

- 1.1. The Agreement shall commence within ten (10) calendar days after receipt of
written Notice to Proceed.
- 1.2. The initial term of the Agreement and any renewal terms are collectively referred
to as the "Term." The initial term of this Agreement shall be for one (1) year,
and may be automatically renewed for up to two (2) additional one (1) year terms
upon the same terms and conditions. The services to be performed under

under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of CCPS on December 31st of the year in which it was executed and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this agreement.

This agreement shall not be deemed to create a debt of CCPS for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

ARTICLE 2

SCOPE OF SERVICES

The Consultant shall perform the Services associated with providing _____ in accordance with the RFP and Exhibit 1, Scope of Services and Specifications, attached hereto and incorporated herein by reference.

ARTICLE 3

COMPENSATION/INVOICING

The Consultant shall be compensated as set forth in Exhibit 3, Cost Proposal Form, attached hereto and incorporated herein by reference.

- 3.1** All costs for Services will be calculated in accordance with the Scope of Services. CCPS will not be obligated to pay Consultant any amount in addition to the costs for the Consultant's provision of the Services. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the CCPS, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the CCPS, however characterized, including, without limitation, all remedies at law or equity.
- 3.2** Invoices must be based upon actual services rendered, actual work performed and/or or products delivered. CCPS will promptly pay undisputed invoices properly rendered and delivered to CCPS. CCPS and Consultant agree to use all reasonable efforts to resolve any disputed amount on any invoice within thirty (30) days of the date CCPS notifies Consultant of the disputed amount.

3.3 Original Invoices must be mailed directly to:

Clayton County Public Schools
Finance Department
1058 Fifth Avenue
Jonesboro, GA 30236
Attn: Accounts Payable

3.4 Each Invoice must provide such detail and be in such format as CCPS may reasonably require, however, the following information must appear on all invoices submitted:

3.4.1 Name and address of Consultant;

3.4.2 Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and

3.4.3 CCPS Purchase Order number and the RFP or IFB number.

ARTICLE 4

INSURANCE REQUIREMENTS

The Consultant shall comply with all insurance requirements set forth in Appendix B, General Terms and Conditions, Insurance, attached hereto and incorporated herein by reference.

ARTICLE 5

COMPLIANCE WITH LAWS, LICENSES AND PERMITS

Consultant shall comply with all local, state, and federal laws and regulations applicable to its responsibilities under this Agreement. During the term of this Agreement the Consultant shall maintain all licensing and permits required to provide Services. Failure to maintain such licensing shall be cause for termination of this Agreement. Consultant shall obtain and maintain all permits, licenses, certifications and approvals as required by all regulatory agencies with jurisdiction over the assigned Services, including any regulatory agencies of CCPS.

ARTICLE 6

CONSULTANT'S PERSONNEL

6.1 The Consultant shall assign sufficient qualified personnel to provide the Services required by CCPS.

- 6.2 The Consultant shall provide adequate equipment deemed necessary for the successful delivery of Services.
- 6.3 The Consultant shall assign personnel that possess the necessary skill sets to ensure proper installation and operation of the Services.
- 6.4 The Consultant will assume all costs associated with the replacement of any Consultant personnel whose continued assignment is not in the best interest of CCPS. Without cost to CCPS, the Consultant agrees to remove any personnel who has engaged in a willful misconduct or has committed a material breach of this agreement.

ARTICLE 7

CONSULTANT'S REPRESENTATIONS AND WARRANTIES

The Consultant warrants that as of the date above written that:

- 7.1 **Authority.** Consultant is duly organized and validly existing in good standing under the laws of the State in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Agreement and the documents to which it is signatory.
 - 7.1.1. The execution, delivery and performance by Consultant and its undersigned representative(s) of this Agreement and other documents to which Consultant is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Consultant is a party or by which it is bound;
 - 7.1.2. The execution, delivery and performance by Consultant of this Agreement and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Consultant, and is enforceable against Consultant in accordance with its terms; and
 - 7.1.3. No action, suit or proceeding to which Consultant is a party is pending or threatened that may restrain or question this Agreement, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein.
 - 7.1.4. The Consultant represents that the Consultant, its employees, and its sub-consultants and sub-contractors are possessed of the knowledge, training, skills, experience, and financial strength required to provide the services outlined in this Agreement.

7.1.5. The officials of the Consultant executing this Agreement and Certificate of Corporate Authority warrant that they are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Consultant; that it is within the purposes, powers, and authority of the Consultant; has been done in full compliance with applicable law; and has been approved by the governing body of the Consultant, and is legal and will not conflict with or constitute on the part of the Consultant a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Consultant is a party or by which the Consultant is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Consultant; and that this Agreement is a valid, legal, binding and enforceable obligation of the Consultant.

7.2 Standards. The Consultant warrants that the quality of Services provided shall conform to the highest standards of practice for the industry and Services provided by other qualified providers in the industry. Consultant warrants that the Services provided shall be installed and managed with the utmost regard to quality, cost, and service. Consultant further warrants that its integrity, reputation, skills and performance of the Services requested shall be of the highest caliber. The Consultant warrants that it will perform its services in a prompt and timely manner, which shall not impose delays in Official Operations of CCPS.

ARTICLE 8

INTELLECTUAL PROPERTY

- 8.1** None of the Services or Software utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, including any Work Product, shall infringe any third Party's Intellectual Property Rights or privacy, publicity or other rights.
- 8.2** Consultant shall indemnify and hold CCPS Indemnities harmless from and against any losses arising from third party claims, liabilities, damages, demands, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from actions or claims that any of the processes, procedures, Work Product, materials and methodologies used by Consultant (or any Consultant agent, contractor, subcontractor or representative), or CCPS use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or

Services provided by Consultant hereunder are held to constitute, or in Consultant's reasonable judgment is likely to constitute, an infringement or misappropriation, Consultant will in addition to its indemnity obligations, at its expense and option, and after consultation with CCPS regarding CCPS's preference in such event, either:

- 8.2.1** Procure the right for CCPS Indemnities to continue using such processes, procedures, Work Product, materials, methodologies or Services;
- 8.2.2** Replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services;
- 8.2.3** Modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or
- 8.2.4** Create a feasible workaround that would not have any adverse impact on CCPS.

ARTICLE 9

CONFIDENTIAL INFORMATION

- 9.1** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by CCPS, Consultant will return any trade secrets to CCPS. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.
- 9.2.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: a subpoena; judicial or administrative order; or any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure,

to the extent allowed pursuant to Applicable Law, each Party shall provide the other with prior notice by of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must seek a protective order preventing such disclosure; or intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

ARTICLE 10

WORK PRODUCT

Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the CCPS under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the CCPS. Any of Consultant's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with CCPS or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to CCPS. Consultant and its contractors grant the CCPS a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for CCPS under this Agreement.

- 10.1** If any of the Work Product is determined not to be a "work made for hire", Consultant assigns to CCPS, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Consultant has any rights to the Work Product that cannot be assigned to CCPS, Consultant unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to CCPS during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 10.2** CCPS shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 10.3** To the extent exclusive title or complete and exclusive ownership rights in any Work

Product created by Consultant Personnel may not originally vest in CCPS by operation of Applicable Law, Consultant shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to CCPS all rights, title and interest in the Work Product.

- 10.4** Without any additional cost to CCPS, Consultant Personnel shall promptly give CCPS all reasonable assistance and execute all documents CCPS may reasonably request to enable CCPS to perfect, preserve, enforce, register and record its rights in all Work Product. Consultant irrevocably designates CCPS as Consultant's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Consultant's name, with the same force and effect as if performed by Consultant.

ARTICLE 11

RECORDS MAINTENANCE/USE OF DOCUMENTS

- 11.1 Audit and Inspection Rights.** Consultant will provide to CCPS, and any Person designated by CCPS, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Agreement.

11.1.1 Such audits, inspections and access may be conducted to verify the accuracy of Charges and invoices; examine Consultant's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by CCPS.

11.1.2 Consultant shall provide full cooperation to CCPS and its designated Persons in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). Consultant shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report. If any audit or inspection of Charges or Services reveals that CCPS has overpaid any amounts to Consultant, Consultant shall promptly refund such overpayment and Consultant shall also pay to CCPS interest on the overpayment amount at the maximum rate permissible by Applicable Law from the date the overpayment was made until the date the overpayment is refunded to CCPS by Consultant.

11.1.3 Subject to Consultant's reasonable security requirements and not more than once every twelve (12) months, CCPS may, at its own expense, review Consultant's relevant billing records pertaining to amounts billed to CCPS under the definitive agreement between the parties relating to

these services for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of Consultant's invoices to CCPS. Consultant's obligation for retaining such records shall be for a term of three years from the end of the applicable agreement. Such reviews shall take place at a time and place agreed upon by the parties.

11.1.4 Consultant shall cooperate in any CCPS billing review, providing Consultant billing records as reasonably necessary to verify the accuracy of Consultant's invoices. Consultant may redact from the billing records provided to CCPS any information that reveals the identity or confidential information of other Consultant customers that is not relevant to the purposes of this review.

11.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet CCPS's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than CCPS's policy, Consultant will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable CCPS to enforce its audit rights under this Agreement.

11.3 Open Records. The Consultant acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Consultant shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Consultant shall notify CCPS immediately of any request made under the Open Records Act and shall furnish CCPS with a copy of the request and the response to such request.

ARTICLE 12

INDEPENDENT CONSULTANT

In conducting its business hereunder, Consultant shall act as an independent Consultant and not as an employee or agent of CCPS. The selection, retention, assignment, direction and payment of the Consultant's employees and Sub-Contractors shall be the sole responsibility of Consultant. Nothing in this Agreement shall be deemed to constitute Consultant and CCPS as partners, joint ventures, or principle and agent or be construed as requiring or permitting the sharing of profits or losses. Neither party has authority to represent or bind or create any legal obligations for or on behalf of the other party.

ARTICLE 13

GENERAL INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless CCPS, its agencies and its and their respective officers, directors, employees, advisors and agents, successors and permitted assigns ("CCPS Indemnitees"), from any Losses arising from claims or actions based upon: Consultant's or Consultant Personnel's performance, non-performance or breach of this Agreement; compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with CCPS or arising in any other manner out of this Agreement or the provision of Services by such Consultant Personnel or subcontractor); any actual, alleged, threatened or potential violation of any Applicable Law to the extent such claim is based on the act or omission of Consultant or Consultant's Personnel, excluding acts or omissions by or at the direction of CCPS; death of or injury to any individual, caused in whole or in part by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and damage to, or loss or destruction of, any real, tangible, or intangible property caused in whole or in part by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant.

ARTICLE 14

CONTROLLING LAW, VENUE

The Agreement documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

14.1 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the State Courts of Clayton County, Georgia or the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

14.1 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Agreement, due to the unique nature of either Party's Confidential Information, Intellectual Property rights or other matters, there may not be an adequate remedy at law for a breach, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to

whatever remedies it might have at law.

ARTICLE 15

ASSIGNMENT

- 15.1** Except as otherwise provided herein, this Agreement shall not be sold, assigned or transferred by the Consultant by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Consultant, or with a business entity which is merged or consolidated with the Consultant or which purchases a majority or controlling interest in the ownership or assets of the Consultant without the prior written consent of CCPS.

ARTICLE 16

NON-DISCRIMINATION

Notwithstanding any other provision of this agreement, during its performance the Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this agreement does hereby covenant and agree that:

- 16.1** No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- 16.2** In the furnishing of services or materials no person shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

ARTICLE 17

PERFORMANCE OF AGREEMENT

- 17.1** CCPS reserves the right to enforce the Consultant's performance in any manner prescribed by law or deemed to be in the best interest of CCPS in the event of breach or default of the Agreement.
- 17.2** The Consultant shall execute the entire work described in the Agreement documents, except to the extent specifically indicated in the Agreement documents to be the responsibility of others.
- 17.3** The Consultant accepts the relationship of trust and confidence established by the award of this Agreement. The Consultant covenants with CCPS to utilize its

best skill, efforts and judgment in furthering the interest of CCPS; to furnish efficient business administration and supervision; to make its best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and most expeditious and economical manner consistent with the interest of CCPS.

- 17.4** The Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the authorization of the Clayton County Public Schools Board of Education.

ARTICLE 18

DEFAULT AND TERMINATION

- 18.1 Termination by CCPS.** This Agreement shall be subject to termination by CCPS at any time if, in its opinion, the Consultant fails to carry out the Agreement provisions or any one or more of the following events:

18.1.1 The default by the Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Consultant to remedy, or undertake to remedy with sufficient forces and to CCPS's reasonable satisfaction. CCPS shall provide the Consultant with notice of any conditions which violate or endanger the performance of the Agreement. If, after such notice, the Consultant fails to remedy such conditions within thirty (30) days or a shorter time period as set forth in any such notice, to the satisfaction of CCPS, CCPS may exercise its option in writing to terminate the Agreement without further notice to the Consultant and order the Consultant to stop work immediately, vacate the premises, and to cancel ordered products and/or services with no expense to CCPS;

18.1.2 The Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for the property or affairs of the Consultant and such receivership is not vacated within thirty (30) calendar days after the appointment of such receiver;

18.1.3 The Consultant's failure to conduct services according to the approved specifications; or the Consultant's performance of the Agreement is unreasonably delayed. Should the Consultant fail to provide the materials or services when ordered, and in accordance with the General Terms and Conditions, Specifications and any other requirements contained herein, CCPS reserves the right to purchase commodities or services covered

by this Agreement elsewhere if available from an alternate source.

18.1.4 Consultant engaging in behavior that is fraudulent, dishonest, or a conflict of interest with Consultants obligations pursuant to this Agreement;

18.1.5 The Consultant's failure to keep, perform, or observe any other term or condition of the Agreement shall default to Termination for Convenience;

18.1.6 If CCPS improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination for Convenience".

18.1.7 Re-procurement Costs. In addition to all other rights and remedies CCPS may have, if this Agreement is terminated by CCPS pursuant to the above subsections, Consultant will be liable for all costs reasonably and necessarily incurred by CCPS in the completion of the Services, including the cost of administration of any agreement awarded to others for completion.

18.2 Termination for Convenience. CCPS may, at its sole option, terminate the Agreement with or without cause at any time upon a thirty (30) day written notice by certified mail to the Consultant without prejudice to any other right or remedy CCPS may have.

18.2.1 Upon a termination for convenience, Consultant waives any claims for damages, including loss of anticipated profits. As Consultant's sole remedy and CCPS's sole liability, CCPS will pay for the Services properly performed or materials provided prior to the notice of termination, plus all reasonable costs for any Services performed after the termination as specified in such notice, and reasonable costs for materials ordered on behalf of and approved by CCPS. Consultant shall substantiate such costs with proof satisfactory to CCPS.

18.3 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Consultant shall immediately:

18.3.1 Discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;

18.3.2 Inventory, maintain and turn over to CCPS all Services, Work Product, licenses, equipment, materials, plant, tools, and property furnished by

Consultant or provided by CCPS for the performance of the terminated Services;

- 18.3.3** Promptly obtain cancellation, upon terms satisfactory to CCPS, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by CCPS;
- 18.3.4** Comply with all other reasonable requests from CCPS regarding the terminated Services; and
- 18.3.5** Continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

ARTICLE 19

NOTICE

- 19.1** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by:
 - 19.1.1** Registered or Certified United States mail, return receipt requested, postage prepaid;
 - 19.1.2** Personal delivery to CCPS;
 - 19.1.3** Overnight courier service; and/or
 - 19.1.4** Delivered in person to the Consultant or his authorized representative on the work site.
 - 19.1.5** All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Consultant to CCPS or by CCPS to the Consultant's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to CCPS, addressed to:

Clayton County Public Schools
Purchasing Department
218 Stockbridge Road
Jonesboro, GA 30236
Attn: Director of Purchasing

If to the Consultant, addressed to:

ARTICLE 20

FEDERAL WORK AUTHORIZATION

- 20.1** Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, CCPS cannot enter a contract for the physical performance of services unless the Contractor and its Sub-Contractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 20.2** The Consultant certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 20.3** The Consultant agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Agreement as Appendix D, Required Forms.
- 20.4** The Consultant agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Agreement, the Consultant will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Appendix D, Required Forms.

ARTICLE 21

MISCELLANEOUS PROVISIONS

- 21.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof for the services to be provided, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.
- 21.2** CCPS hereby engages the Consultant and the Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following documents:

21.3 Change Documents. CCPS and the Consultant hereby agree that no modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing, conforms to CCPS's policies and procedures governing change orders, and is signed by CCPS and the Consultant's duly authorized representatives in the same manner as this Agreement is executed.

21.3.1 Consultant may not unilaterally amend or modify this agreement by including provisions in its invoices or other business forms which shall be deemed objected to by CCPS and have no force or effect.

21.3.2 CCPS may request unilateral changes by delivering written notice to Consultant of the requested change. Change Orders for the reduction of Services or suspension of Services shall be effective upon provision of written notice to Consultant.

21.3.3 A Proposed Change Document from the Consultant will become effective only when executed by CCPS.

21.4 Headings. The headings, sections and sub-sections used in this Agreement are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Agreement.

21.5 References. Unless otherwise provided to the contrary:

21.5.1 All references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years;

21.5.2 Any reference to a "Section," "Appendix" or "Exhibit" will be deemed to refer to a section or of the document containing the reference or an Exhibit to the document containing the reference; Any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection;

21.5.3 Any reference to an Applicable Law will be deemed to include any amendment or modification to such Applicable Law and any rules or regulations promulgated thereunder or any Applicable Law enacted in substitution or replacement therefor.

21.5.4 Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other.

21.5.5 Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Whenever the word "or" is used in this Agreement, it will be deemed not to be exclusive.

21.5.6 References to "\$" or "dollars" will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.

21.6 Force Majeure. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch. Should any Force Majeure event continue for thirty (30) consecutive days or more, CCPS, at its option, may terminate this Agreement in whole or in part.

21.7 Waiver. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

21.8 Assignment. Except as otherwise provided herein, this Agreement shall not be sold, assigned or transferred by the Consultant by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Consultant, or with a business entity which is merged or consolidated with the Consultant or which purchases a majority or controlling interest in the ownership or assets of the Consultant without the prior written consent of CCPS.

21.9 Severability. If a provision or term hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

21.10 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

21.11 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning shall survive the expiration or termination of this Agreement.

21.12 Publicity. Consultant shall not make any public announcement, communication to the media, take any photographs, or release any information concerning CCPS, the Services or this Agreement without the prior written consent of CCPS.

21.13 Commercial Activities. Neither Consultant nor Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on CCPS property.

21.14 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

--SIGNATURE PAGE FOLLOWS--

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written above.

CLAYTON COUNTY PUBLIC SCHOOLS

BY: _____
Luvenia Jackson, Superintendent of Schools
Clayton County Public Schools

Attest:

Clerk

COMPANY OR SERVICE CONSULTANT

BY: _____
Signature

Name: _____

Title: _____

BY: _____
Signature (Corporate Secretary)
(Affix Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____, Notary Public

This _____ day of _____, 2016

Approved:

Chief Financial Officer

Director of Purchasing