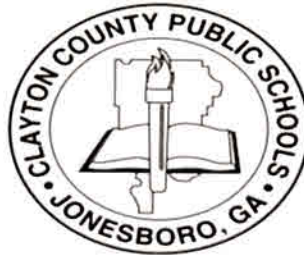


REQUEST FOR QUALIFICATIONS

RFQ NO. 007-17

CHROMEBOOKS



CLAYTON COUNTY PUBLIC SCHOOLS

LUVENIA JACKSON
Superintendent of Schools

KEN THOMPSON
Chief Financial Officer

A handwritten signature in blue ink, appearing to read "Debra", is positioned above a horizontal line.

Debra B. Brewer, Esq., CPPO
Director

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

Response Submission Deadline:
March 8, 2017
3:00 p.m. Eastern Standard Time (EST)

SCHEDULE OF EVENTS

EVENT	DATE OR DEADLINE Eastern Standard Time (EST)
RFQ Release	February 13, 2017
Non-Mandatory Conference	February 16, 2017 @ 10:00 a.m. Clayton County Public Schools Purchasing Department 218 Stockbridge Road Jonesboro, GA 30236
Deadline For Submission of Questions	February 22, 2017 @ 3:00 p.m. Submit questions to: purchasing@clayton.k12.ga.us
Answers Posted to Website by Addendum	February 24, 2017 @ 3:00 p.m.
RFQ Submission Deadline	March 8, 2017 3:00 p.m.
Procurement Representative	Shon Demby, Procurement Specialist

RESPONSE SUBMISSION FORM

This form must be completed in its entirety and signed by the authorized representative or official submitting the response. This form must be returned with each response. Failure to do so will render a response 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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RFQ 007-17

Chromebooks

A. INFORMATION AND INSTRUCTIONS TO RESPONDENTS

1. **Services Required:** This Request for Qualification (“RFQ”) is to facilitate the identification of the manufacturer, make, and model of the Chromebook computing device(s) to be used by Clayton County Public Schools (“CCPS” or “District”). Selection will be made on the basis of compliance with the required specifications and ancillary features offered as standard features.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the CCPS Purchasing Policies and Procedures. By submitting product samples in reference to this solicitation, a Respondent acknowledges familiarity with CCPS Purchasing Policy and Procedures and all laws applicable to this solicitation, which policies, procedures and laws are incorporated into this RFQ by reference.
3. **Minimum Qualification:** Each Respondent and team member shall have the minimum qualifications set forth in the RFQ.
4. **Criminal Background Check:** By submitting a response in reference to this solicitation, Contractor 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.
5. **Certificate of Authority to Transact Business in Georgia:** Each Respondent must submit with its response 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-Contractors and Sub-Sub-Contractors.
6. **Business License:** Contractor is requested to submit a copy of its current, valid business license with its Response. If the Contractor is a Georgia corporation, Contractor is requested to submit a valid county or city business license. If Contractor is a joint venture, Contractor is requested to submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor 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.
7. **Professional License:** Contractor must attach a copy of any professional license required by this RFQ with its response. All required licenses must be maintained for the duration of any contract award period.

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 Contractor. 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 shall 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 Contractor:** This solicitation does not constitute an offer by CCPS to enter into an agreement and cannot be accepted by any Contractor to form an Agreement. This solicitation is only an invitation for offers from interested Respondents and no offer shall bind CCPS. A Contractor's offer is a firm offer and may not be withdrawn except as provided in this RFQ, CCPS Purchasing Policies and Procedures and other applicable law.
10. **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.]".
11. **Illegal Immigration Reform and Enforcement Act:** This RFQ 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 Contractor must provide with its Response 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 Response at the time of submission. Under State Law, the CCPS cannot consider any Response which does not include the completed forms. Where the business structure of a Contractor is such that Contractor is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Contractor must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Contractor itself. Where the business structure of a Contractor does not require it to obtain an EIN, each entity comprising Contractor 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 Respondents 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>.

- 12. Sub-Contractors and Manufacturers:** Respondents are required to submit, in writing, the addresses of any proposed Sub-contractor or equipment manufacturers listed in the Response 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.
- 13. 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. Respondents are encouraged to use said vendors whenever possible in the execution of any contract.
- 14. Conflict of Interest:** Respondents are advised to read and familiarize themselves with the conflict of interest provisions of this RFQ contained in Appendix B, General Terms and Conditions, and Required Form Submittals.
- 14.1 CCPS reserves the right to issue solicitations for specific projects that are independent of this RFQ. Except as stated in this RFQ, successful Respondents under this RFQ are not precluded from responding to such solicitations.
- 14.2 All interests of CCPS employees, officers or elected officials in Contractor's firm should be listed and disclosed with Contractor's response to this RFQ.

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B. SUBMISSION OF RESPONSE

- 1. Ownership of Responses:** Each Response submitted to CCPS shall become the property of CCPS, without compensation to a Contractor, for use by CCPS, at its discretion. CCPS shall not be liable for any response preparation costs incurred by Respondents, or for any subsequent work on the response or additional documentation required by CCPS.
- 2. Device Samples:** Respondents shall provide operable sample devices for each manufacturer, make, model and configuration proposed. CCPS will not be liable for any costs associated with the submission of samples or returning them to Respondents. Unless Respondents intend to come and retrieve samples from 218 Stockbridge Rd., Jonesboro, Georgia between the hours of 8:00 a.m. and 3:00 p.m., EST, prepaid carrier labels should be included with Respondents' submissions to facilitate the return of sample devices.
- 3. Duration:** Responses submitted in to this RFQ must be valid for a period of Ninety (90) calendar days from the Response Submission Deadline and must be marked as such.
- 4. Submission Deadline:** Responses to this RFQ will be received by the CCPS Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia, 30236 until 3:00 p.m., Eastern Standard Time (EST) on March 8, 2017.
 - 4.1** Responses and equipment samples must be clearly labeled with the name of the project (RFQ No. 007-17, Chromebooks), and the name and address of the Contractor.
 - 4.2** Responses should be addressed to: Director, Clayton County Public Schools, Purchasing Department, 218 Stockbridge Road, Jonesboro, GA 30236.
 - 4.3** Each Respondent is required to submit one (1) stamped "Original" and three (3) "Duplicate Copy" of its response, 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 Contractor's printed response and that contained on the flash drive or device. In the event of any discrepancy, CCPS will rely upon the information in the printed response.
- 5. Late Responses:** Late Responses received will not be considered. Time will be determined using the Purchasing Department clock. Responses delivered to other locations within CCPS will not be considered. CCPS is not responsible for misdirected mail or items delivered late by carriers.
- 6. Non-Mandatory Pre-Qualification Conference:** A Non-Mandatory Pre-Qualification Conference has been scheduled for February 16, 2017, at 10:00 a.m.,

EST at CCPS, Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30236. Attendance at the Conference is voluntary; however, Respondents are encouraged to attend. During the Pre-Qualification Conference, the general requirements of the project will be discussed. Any questions raised by potential Respondents will be discussed. Verbal answers to questions during the Pre-Proposal Conference will not be authoritative. Each Respondent must be fully informed regarding all existing and expected conditions and matters which might affect their ability to provide the sample devices, as all associated costs with the delivery and return of the devices are the Respondent's responsibility. 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.

7. **Solicitation Questions:** Any questions regarding this RFQ should be submitted on or before February 15, 2017 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 RFQ 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 February 17, 2017. It is the responsibility of each Contractor 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>.
8. **Prohibited Contacts:** All Respondents and representatives of Respondents 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 RFQ. All communications by any Contractor concerning this RFQ must be made in writing to the CCPS Purchasing Department.
9. **Oral Presentations/Demonstrations:** Responsive Respondents may be required to make an oral presentation of their proposed solution to a CCPS Evaluation Committee. Technically competent representatives from the Respondent's team with the ability to respond to questions posed by CCPS Technology staff, must be active participants in the oral presentation. If required, oral presentations will be held during the week of March 13, 2017. CCPS will notify responsive Respondents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
10. **Examination of Response Documents:**
 - 10.1 Each Respondent is responsible for examining with appropriate care the complete RFQ and all Addenda and for informing itself with respect to

all conditions that might, in any way, affect the cost of providing their devices for evaluation and having them returned.

- 10.2** Each Respondent shall promptly notify CCPS in writing should the Respondent find discrepancies, errors, ambiguities or omissions in their Response Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFQ. Replies to such notices may be made in the form of an addendum to the RFQ, which will be posted to the CCPS website.
- 10.3** CCPS may in accordance with applicable law, by Addendum, modify any provision or part of the RFQ at any time prior to the Response due date and time.
- 10.4** Each Respondent must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- 10.5** CCPS may waive any technicalities and formalities. CCPS reserves the right to cancel the RFQ in its entirety.

11. Bonding and Insurance Requirements: The Bonding and Insurance requirements for any Agreement that may be awarded pursuant to this RFQ are set forth in Appendix B, General Terms and Conditions. Contractor must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Contractor, if any. For purposes of this section, "Contractor" shall mean an individual, corporation or other corporate entity submitting a response in connection with this solicitation, including each Joint Venture partner if Contractor is a Joint Venture.

12. Protests: Protests dealing with specifications or the solicitation shall be filed not later than three (3) working days prior to the response due date. Other protests shall be filed not later than three (3) working days after the response 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. Respondent 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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RFQ 007-17

Chromebooks

Clayton County Public Schools (“CCPS”) is seeking to identify Chromebook computing devices for use in the District. Qualified suppliers are encouraged to respond and submit their proposed solutions for the best manufacturer make and model for use in CCPS schools and offices. CCPS will evaluate the various Chromebook devices to determine which best meet the needs of CCPS students and faculty.

1. INTRODUCTION

1.1 Background

CCPS is committed to excellence and student achievement. 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. There are 38 elementary schools, 16 middle schools, 10 comprehensive high schools, an alternative school, an 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 U.S. Student enrollment is approximately 55,000.

1.2. Objective

CCPS is seeking to increase opportunities for all CCPS students to take advantage of the many web-based instructional applications currently utilized by the District by making appropriately configured and accessorized Chromebook devices available.

- 1.3.1. CCPS intends to evaluate the quality of Chromebook computing devices proposed to identify the manufacturer, make, and model that best meets the needs for CCPS students and faculty.
- 1.3.2. After devices are pre-qualified, CCPS will issue a separate Request for Proposals (RFP) to solicit devices, ancillary accessories, installation and warranty services. CCPS will limit the type of devices that can be proposed in the RFP to those identified through this RFQ.
- 1.3.3. CCPS reserves the right to pre-qualify one (1) or multiple devices, and the right not to pre-qualify any device.
- 1.3.4. CCPS will use objective criteria as the basis for rating devices
- 1.3.5. In addition to the requirements otherwise listed in the RFQ, pre-qualification ratings will be based on factors that include, but are not

limited to, the Technical Response, product and manufacturer history, reputation of manufacturer, solvency, and product demonstration where applicable.

- 1.3.6. CCPS reserves the right to adjust or rescind pre-qualification ratings based upon information learned subsequently.
- 1.3.7. Respondents shall provide for the return of any equipment submitted for evaluation at respondent's expense.
- 1.3.8. CCPS reserves the right to waive minor irregularities and omissions in the information contained in the submittals, to make all final determinations, and to determine at any time that the pre-qualification process will not be applied to a specific future project.

2. MINIMUM DEVICE REQUIREMENTS

2.1 Chromebooks (If models are provided from separate manufacturers, please identify each of the Chromebook Manufacturers and Models in Table 1 of Exhibit 1.)

- a. Intel Celeron N2840 processor or better
- b. 4GB system memory
- c. 16GB SSD
- d. 802.11ac WLAN
- e. 11" display or greater (1366x768)
- f. External display port (HDMI, DisplayPort, etc.)
- g. Headphone/mic jack and ability to use USB headset
- h. Two or more USB ports
- i. Built in Bluetooth
- j. Built in Camera
- k. 8 hours battery life
- l. Education Class
- m. Mil-spec or better device materials (Include device ratings with proposal.)
- n. Integrated Keyboard and Mouse
- o. Three year warranty for parts and labor
- p. Ability to be provisioned in the Google Chrome Management Console
- q. Ability to purchase newer model product or larger display size product if available

2.2 Evaluation

All Proposals will be evaluated in accordance with CCPS Policies and Procedures, and the criteria specified in this RFQ. The rubric to be used is Table 2 of Exhibit 1.

3. SUBMISSION PREPARATION AND GUIDELINES

3.1 Executive Summary

Pre-qualification submittals should provide straightforward, concise information that satisfies the requirements noted in this RFQ. Emphasis should be placed on brevity, conformity to instructions, completeness and clarity of content. All the information must be tabbed to identify, assist and facilitate review and evaluation. Please address or include the following:

- 3.1.1 Provide the complete legal name of the Respondent and the name of the legal entities that comprise the firm, where each entity comprising the firm is organized, including entity name, if applicable.
- 3.1.2 How many years the Firm or Respondent has been in business providing Chromebooks? Provide a 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.
- 3.1.3 Provide a declarative statement as to whether the Respondent or Firm, or any member of the Firm's 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.
- 3.1.4 Provide a statement as to whether the Firm or Respondent, or any of the Respondent's employees, agents, independent Respondents or sub-Contractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

3.2 Experience and Qualifications

- 3.2.1. An Account Representative who will serve as the single point of contact for the entire procurement process is required. Provide the name, phone number and e-mail address of this designee.
- 3.2.2 Describe the Respondent's experience in providing commercial Chromebooks for use in governmental or educational facilities, comparable to a K-12 school environment.

3.2.3 Provide a list of other governmental or educational facilities currently using the devices proposed.

3.2.4 Provide four (4) references from firms currently using the proposed devices. References are to be provided utilizing the References and Release Form provided in Appendix D, Required Forms.

3.4 Financial Information Forms

To facilitate the efforts of CCPS to evaluate, verify, and understand the Firm's or Respondent's financial capacity, capability and stability to provide and support the devices contemplated in this RFQ, Respondent must provide accurate and legible financial disclosures to CCPS has requested below. By definition, a "Respondent" is an individual, entity or partnership submitting a response to this RFQ. Respondents may present additional evidence of financial ability or financial surety it deems appropriate, but must first comply with the following:

3.4.1 If the Respondent is an individual, financial disclosures for that individual must be provided. If the Respondents is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Respondent 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 Respondent (and its owners, if applicable) must submit copies of all financial disclosures with its response.

The Respondent 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:

3.4.1.1 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.

3.4.1.2 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 Contractor's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.

- 3.4.1.3 Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Contractor'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.

4 REQUIRED FORM SUBMITTALS

The forms and documents contained in Appendix D, Required Forms, are mandatory forms submitted with each response. Failure to provide the information or documentation required may cause a response 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 response to be declared non-responsive and rejected.

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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 Respondents fair and equal consideration.
- IV. Conduct business with potential and current Respondents 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 Respondents honor all terms of their contract.

APPENDIX B

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Request for Qualification (RFQ) 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. The terms Contractor, Supplier, Provider and Vendor may be used interchangeably herein.

- I. **Contract Renewal.** Upon executing its option to renew, CCPS will notify the Contractor of such renewal, at which time the Contractor 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 Contractor 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 receipt of a purchase order.
 - a. The Contractor shall invoice CCPS on a monthly basis. If payment is to be made by line item, when a single line item has been satisfactorily delivered, complete payment will be made within thirty (30) days from either the date of delivery or the receipt of a satisfactory invoice in triplicate, whichever occurs last. Invoices should be sent to Clayton County Public Schools, Attn: Maintenance Department 218 Stockbridge Road, Jonesboro, Georgia 30136. All invoices must show the 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 Contractor 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 Contractor the occurrence thereof, and such certification shall be conclusive.

- IV. **Scope of Services.** Contractor shall provide Services as requested by CCPS on an as needed basis in accordance with the RFQ and Scope of Services.

- V. **Compliance With Laws, Licenses, Permits.** Contractor 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 Contractor shall maintain all licensing and permits required to provide Services. Failure to maintain such

licensing shall be cause for termination of this Agreement. Contractor 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.

VI. **Insurance.**

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

- a. The following general requirements apply to any and all work under this contract by all Contractors 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 must be on an occurrence basis.

No Contractor or Sub-contractor 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 sub-contractor of any tier.

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

5. Any and all companies providing insurance required by a contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

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

- a. Best's Rating not less than A, and
- b. Best's Financial Size Category not less than Class VII

6. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, CCPS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or shall have the right to cancel the contract.

b. Worker's Compensation and Employer's Liability Insurance

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

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

c. Comprehensive General Liability Insurance

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

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

6. Completed Operations

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

d. Automobile Liability Insurance

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

1. Comprehensive Form

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

- VII. **Conflict of Interest Notice to Contractors.** All firms, Sub-Contractors, Sub-Contractors 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 shall be made to the CCPS in the technical response of the firm's response, and in advancement of assignment so that real or potential conflicts of interest can be avoided.

In any circumstance where Contractor, 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 Contractor 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 Contractor 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, Contractor shall not be entitled to any additional costs of any kind resulting from such action except that Contractor 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. **Contractor as Independent Contractor.** In conducting its business hereunder, the Contractor shall act as an independent contractor and not as an employee or

agent of CCPS. The selection, retention, assignment, direction and payment of the Contractor's employee shall be the sole responsibility of the Contractor. Nothing in this agreement shall be deemed to constitute Contractor 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. **Contractor's Personnel.** The Contractor shall assign sufficient qualified personnel to provide the Services required by CCPS. Contractor shall assign personnel that possess the necessary skill sets to ensure proper installation and operation of the Services. The Contractor will assume all costs associated with the replacement of any Contractor personnel whose continued assignment is not in the best interest of CCPS. Without cost to CCPS, the Contractor agrees to remove any personnel who has engaged in a willful misconduct or had committed a material breach of this agreement.
- X. **Contractor's Authority, Representations and Warranties.** The Contractor represents that the Contractor, its employees, and its sub-Contractors are possessed of the knowledge, training, skills, experience, and financial strength required to provide the services outlined in this Agreement. Contractor further warrants that its integrity, reputation, skills and performance of the Services requested shall be of the highest caliber. Contractor 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 Contractor 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 Contractor and its undersigned representative(s) of this Agreement and other documents to which Contractor 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 Contractor is a party or by which it is bound; and
 - c. The execution, delivery and performance by Contractor 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 Contractor, and is enforceable against Contractor in accordance with its terms; and
 - d. No action, suit or proceeding to which Contractor 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, Contractor 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 Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

- 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 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.

- 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 Contractor or any of its Contractors 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 Contractor'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. Contractor and its Contractors 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", Contractor 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 Contractor has any rights to the Work Product that cannot be assigned to CCPS, Contractor 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 Contractor Personnel may not originally vest in CCPS by operation of Applicable Law, Contractor 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, Contractor 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. Contractor irrevocably designates CCPS as Contractor'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 Contractor's name, with the same force and effect as if performed by Contractor.

XIII. **Audit Inspection Rights.**

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

by CCPS, access to Contractor Personnel and to Contractor owned Facilities for the purpose of performing audits and inspections of Contractor, Contractor 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 Contractor's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by CCPS. Contractor shall 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). Contractor 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 Contractor, Contractor shall promptly refund such overpayment and Contractor shall 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 Contractor.

XIV. **Open Records.** The Contractor 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.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor 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.

XV. **Contractor 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 Contractor and its Sub Contractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- b. The Contractor 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 Contractor 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 C, Required Form Submittals, and incorporated herein by reference.
- d. The Contractor agrees that in the event that it employs or contracts with any Sub-contractor(s) in connection with this Contract, the Contractor will secure from each Sub-contractor an affidavit that indicates the

employee-number category applicable to that Sub Contractor and certifies the Sub-contractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

XVI. Performance of Agreement.

- a. CCPS reserves the right to enforce the Contractor'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 Contractor 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 Contractor accepts the relationship of trust and confidence established by the award of this Agreement. The Contractor covenants with CCPS to utilize the Contractor'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. Contractor 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. Contractor 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 Contractor 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 Contractor. 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. Contractor shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor 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 Public Schools, 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 conveniencce 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 Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of CCPS.

Contractor 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 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:

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 Contractor 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 any one or more of the following events occurs:
- i. The default by the Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Contractor to remedy, or undertake to remedy with sufficient forces and to CCPS's reasonable satisfaction. CCPS shall provide the Contractor with notice of any conditions which violate or endanger the performance of the Agreement. If, after such notice, the Contractor 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 Contractor and order the Contractor to stop work immediately with no additional expense to CCPS.
 - ii. Contractor 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 Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
 - iii. Contractors' failure to conduct services according to the approved specifications.
 - iv. Contractor's failure to keep, perform, or observe any other term or condition of the Agreement shall default to Termination for Convenience;
 - v. Contractor's performance of the Agreement is unreasonably delayed.
 - vi. Should the Contractor fail to provide the or services when ordered, and in accordance with the Specifications and any other requirements contained herein, the 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 a ten (10) day written notice by certified mail to the Contractor 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.
- b. CCPS hereby engages the Contractor and Contractor 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. Contractor's insurance certificates;
 - iv. Contractor's licenses and permits;
 - v. Contractor's Affidavit of Compliance; and
 - vi. Appendices A, B and D.
- c. **Change Orders.** CCPS and the Contractor 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 and the Contractor's duly authorized representatives.
- d. **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.
- e. **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.
- f. **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.
- g. **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.

- h. **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 Contractor 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 Contractor to CCPS or by CCPS to the Contractor'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

GENERAL SCHOOL AND HOLIDAY SCHEDULE

Clayton County Public Schools 2016-17 School Calendar



2016 (87)

2017 (93)

	Monday	Tuesday	Wednesday	Thursday	Friday
July 2016					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
NEW TEACHER ORIENTATION					

	Monday	Tuesday	Wednesday	Thursday	Friday	
January 2017	Staff Development	2	3	4	5	6
	5	9	10	11	12	13
	16	6	17	18	19	20
	MLK's B'day	10	11	12	13	14
	23	24	25	26	27	28
	14	15	16	17	18	19
	30	31				

	Monday	Tuesday	Wednesday	Thursday	Friday	
August 2016	Pre-Planning	1	2	3	4	5
	First Day	8	9	10	11	12
	1	2	3	4	5	6
	15	16	17	18	19	20
	6	7	8	9	10	11
	22	23	PLD	24	25	26
	11	12		14	15	16
29	30	31				
16	17	18				

	Monday	Tuesday	Wednesday	Thursday	Friday	
February 2017			21	1	2	3
	6	7	8	9	10	11
	24	25	26	27	28	29
	13	14	15	16	17	18
	29	30	31	32	PLD	1
	20	21	22	23	24	25
	Presidents's Day	BREAK	34	35	36	37
27	28					
37	38					

	Monday	Tuesday	Wednesday	Thursday	Friday	
September 2016				19	1	2
	5	6	7	8	9	10
	Labor Day	21	22	23	24	25
	12	13	14	15	16	17
	25	26	27	28	29	30
	19	20	PLD	21	22	23
	30	31		33	34	35
26	27	28	29	30	31	
35	36	37	38	39	40	

	Monday	Tuesday	Wednesday	Thursday	Friday	
March 2017			39	1	2	3
	6	7	8	9	10	11
	42	43	44	45	46	47
	13	14	15	16	17	18
	47	48	49	50	51	52
	20	21	22	23	24	25
	52	53	54	55	56	57
27	28	29	30	31	32	
57	58	59	60	61	62	

	Monday	Tuesday	Wednesday	Thursday	Friday
October 2016	3	4	5	6	7
	40	41	42	43	PLD
	BREAK	11	12	13	14
	17	18	19	20	21
	49	50	51	52	53
	24	25	26	27	28
	54	55	56	57	58
31					

	Monday	Tuesday	Wednesday	Thursday	Friday
April 2017	3	4	5	6	7
	SPRING BREAK				
	10	11	12	13	14
	62	63	64	65	66
	17	18	19	20	21
	67	68	69	70	71
	24	25	26	27	28
72	73	74	75	76	

	Monday	Tuesday	Wednesday	Thursday	Friday
November 2016		60	61	62	63
	7	National Election Day	8	9	10
	64	14	15	16	17
	68	69	70	71	72
	21	22	THANKSGIVING	23	24
	28	29	30		
	73	74	75		

	Monday	Tuesday	Wednesday	Thursday	Friday
May 2017	77	78	79	80	81
	8	9	10	11	12
	82	83	84	85	86
	15	16	17	18	19
	87	88	89	90	91
	22	Last Day	23	Post planning	25
	92	93	Post planning	Post planning	Post planning
29	30	31			
Memorial Day					

	Monday	Tuesday	Wednesday	Thursday	Friday	
December 2016				76	1	2
	5	6	7	8	9	
	78	79	80	81	82	
	12	13	14	15	16	
	83	84	85	86	87	
	19	20	21	22	23	
	SEMESTER BREAK					
26	27	28	29	30		
SEMESTER BREAK						

	Monday	Tuesday	Wednesday	Thursday	Friday
June 2017				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

APPENDIX D
REQUIRED FORMS

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is 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 Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFQ 007 -17 Chromebooks
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:

SUB-CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____(name of Contractor) 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-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Sub-contractor will contract for the physical performance of services in satisfaction of such contract only with Sub-Sub-Contractors who present an affidavit to the Sub-contractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned Sub-contractor will forward notice of the receipt of an affidavit from a Sub-Sub-contractor to the Contractor within five business days of receipt. If the undersigned Sub-contractor receives notice of receipt of an affidavit from any Sub-Sub-contractor that has contracted with a Sub-Sub-contractor to forward, within five business days of receipt, a copy of such notice to the Contractor. Sub-contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

RFQ 007-17 Chromebooks
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
<input type="text"/>	<input type="text"/>

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

Sign Here	Authorized Signature <input type="text"/>	Date <input type="text"/>
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REFERENCE AND RELEASE FORM

Please provide the information and contact person who will verify Contractor's experience and ability to perform the services listed in the RFQ. 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: _____

RFQ 007-17**CHROMEBOOKS****SOLICITATION CHECKLIST**

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

- Acknowledgement of all addendum.
- One original and three (3) duplicate copy of all information included with response.
- One duplicate copy of all documents saved in portable document format (pdf) on a flash drive has been included with response.
- The response has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this response that would have the response declared non-responsive.
- Respondent acknowledges and is prepared to provide the insurance required in this solicitation.
- Respondent has included all licenses and permits as required in this solicitation.

COMPANY NAME

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

EXHIBIT 1

**RFQ 003-17
Chromebooks**

Proposed Chromebook Manufacturers and Models

Respondent will furnish all labor, travel, resources, materials, tools, equipment and services required to complete satisfactorily the Services requested in this RFP. Enter the different Manufacturers and Models proposed on Table 1. (Table 2 provides the criteria that will be used to evaluate each proposed device.)

Proponent/Firm Name: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

EXHIBIT 1

Table 1

Proposed Chromebook Manufacturers and Models

Chromebook	Manufacturer	Model	Screen size
Chromebook A			
Chromebook B			
Chromebook C			
Chromebook D			
Chromebook E			
Chromebook F			
Chromebook G			
Chromebook F			
Chromebook G			

EXHIBIT 1

Table 2 - Evaluation Criteria
Proposed Chromebook Manufacturers and Model Details
(Submit a sheet for each device proposed.)

Manufacturer Make:	Model:
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State Compliance with Each of the Following:

	Specification	Respondent State Compliance Yes (Y)/No (N)	Comments
a.	Intel Celeron N2840 processor or better		
b.	4GB system memory		
c.	16GB SSD		
d.	802.11ac WLAN		
e.	11" display or greater (1366x768)		
f.	External display port (HDMI, DisplayPort, etc.)		
g.	Headphone/mic jack and ability to use USB headset		
h.	Two or more USB ports		
i.	Built in Bluetooth		
j.	Built in Camera		
k.	8 hours battery life		
l.	Education Class		
m.	Mil-spec or better device materials (Include device ratings with proposal.)		
n.	Integrated Keyboard and Mouse		
o.	Three year warranty for parts and labor		
p.	Ability to be provisioned in the Google Chrome Management Console		
q.	Ability to purchase newer model product or larger display size product if available		

