



CLAYTON COUNTY PUBLIC SCHOOLS

Purchasing Department

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

Edmond T. Heatley, Ed.D.
Superintendent of Schools

Lonita B. Collier, CPPO, C.P.M.
Director of Business Services

Denise Thompson, Ed.D.
Chief Financial Officer

DATE: **November 4, 2011**

TO: **All Bidders**

FROM: **Lonita B. Collier** 
Director of Business Services

RE: **Request for Proposal No. 007-12, Integrated Business Services, Human Resource, and Student Information System**

The Clayton County Public Schools invites you to submit a proposal for furnishing any or all services to provide a Integrated Business Services, Human Resource, and Student Information System for Clayton County Public School System, per attached Request for Proposal.

A Pre-Proposal Conference will be held on Tuesday, December 6, 2011 promptly at 10:00 a.m. at the Purchasing Department Office located at 218 Stockbridge Road, Jonesboro, GA 30236.

Sealed Proposals will be received subject to the attached terms specified in "Instructions & Conditions". The proposal shall be hand delivered or mailed and must be received no later than **10:00 a.m. local time (as per the Purchasing Department time clock) on Thursday, January 5, 2012. RFP's received after this date and time will not be considered.**

Proposals shall be in a sealed envelope clearly addressed as follows:

Clayton County Public Schools

Attention: Lonita B. Collier, Director of Business Services

RFP No. 007-12, Integrated Business Services, Human Resource, and Student Information System

Proposal Due Date: Thursday, January 5, 2012@ 10:00am

218 Stockbridge Road

Jonesboro, Georgia 30236

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

All questions should be directed in writing with **RFP 007-12, Integrated Business Services, Human Resource, and Student Information System** in the subject line to purchasing@clayton.k12.ga.us. **Only questions received prior to 4:30 p.m., Tuesday, December 13, 2011** (as per the Purchasing Department time clock) will be considered. Answers to all vendor inquiries will be made via an addendum on our website.

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

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

SOLICITATION NO. 007-12

REQUEST FOR PROPOSAL (RFP)

FOR

**INTEGRATED BUSINESS SERVICES, HUMAN RESOURCE, AND STUDENT
INFORMATION SYSTEM**

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

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FOR

REQUEST FOR PROPOSAL NO. 007-12

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PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

1. INTRODUCTION

- a. To be entitled for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed proposals one original and six copies (6copies) shall be mailed to the office of the Director of Business Services, 218 Stockbridge Rd., Jonesboro, Georgia 30236.
- c. **Proposals received after 10:00 am on Thursday, January 5, 2012 (as per the Purchasing Department time clock) shall not be considered.**
- d. The Board of Education reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of Clayton County Public Schools on such matters shall be final.

2. REQUEST FOR PROPOSAL PROCESS

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

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

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

3. GOVERNMENTAL ENTITY

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

Clayton County Public Schools, hereinafter CCPS.

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

4. PREPARATION OF PROPOSALS

- a. All proposals shall be printed in blue/black ink or typewritten. Errors may be crossed out and corrections printed in blue/black ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in blue/black ink.
- b. Specifications used are intended to be open and non-restrictive. Potential offerors are invited to inform the CCPS Director of Business Services whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five days prior to the scheduled receipt of proposals will not be acted upon unless the CCPS Director of Business Services rules it is in the best interest of CCPS to consider.
- c. Brand names and numbers when provided in solicitation are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is stated). Proposals on equal items will be considered, provided the proposal clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- d. By submitting a proposal, the vendor warrants that any goods supplied to CCPS meets or exceeds specifications set forth in this solicitation, except as may be otherwise noted in vendor’s exceptions.
- e. If proposing on other than the make, model, brand or number as requested in the solicitation and offered as an equal, complete technical information, specifications, manufacturer’s name and catalog reference shall be clearly stated in the proposal. Any deviation between brand offered and brand specified shall also be clearly indicated. A complete list of deviations and a descriptive catalog cut shall be attached to the proposal.
- f. To be considered for award, goods of foreign manufacture shall meet all specifications contained in the solicitation, shall be in stock in the continental United States, and shall be available for immediate shipment at the time a vendor submits a proposal.
- g. The Director of Business Services and the Chief of Human Resources will be the sole judges in making determination as to the quality.
- h. All supplies, materials, and equipment provided to CCPS shall be new and in first class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A vendor delivering any such equipment to CCPS will be deemed to have breached the contract, and appropriate action will be taken by the CCPS Director of Business Services.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

- i. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the offeror cannot meet the required delivery date, a proposal should not be submitted. Offerors may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract awarded could result in the contractor being declared in default.
- j. An authorized officer of the company shall sign proposals.

5. FAILURE TO RESPOND TO THE SOLICITATION

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

6. TAXES

CCPS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals.

7. CHARGES AND EXTRAS

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

8. ADDENDA

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

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

If any vendor or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Purchasing Department for interpretation. This must be submitted in writing **not later than 4:30 pm on Tuesday, December 13, 2011 and addressed to the Director of Business Services.**

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

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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

9. WITHDRAWAL OF PROPOSALS

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

10. COMPLIANCE WITH LAWS

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

11. PROTEST

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to proposal due date. Other protests shall be filed not later than three (3) working days after proposal due date, or if the protest is based on subsequent actions of CCPS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. All Protests should specify exactly what is being protested. Protests are considered filed when received by the Director of Business Services. Protests which are not filed in a timely manner, set forth above, will not be considered. The Contractor agrees to pay for the School District's reasonable attorney's fee and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

12. SUSPENSION & DEBARMENT

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

PROPOSAL CONDITIONS

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

SECTION II – CONTRACT AWARD

1. PURCHASE ORDER

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

2. CONTRACT AWARD

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

3. CONFLICTS IN TERMS AND CONDITIONS

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

4. HOLD HARMLESS AGREEMENT

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

5. ASSIGNMENT

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

6. COST OF INSPECTION OR TESTING

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

SECTION II – CONTRACT AWARD

7. INSURANCE

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

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

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

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

2. 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

SECTION II – CONTRACT AWARD

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

SECTION II – CONTRACT AWARD

8. PAYMENT

The contractor shall invoice Clayton County Public Schools on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance.

9. TERMINATION FOR DEFAULT:

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

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

In such event with specific instructions by the Director of Business Services, the contractor shall immediately remove the property without expense to CCPS and replace all rejected property with such property or services conforming to the specifications or samples.

- b. If the contract is terminated for default, CCPS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the contractor, or that may thereafter become due to the contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted.
- c. Failure by a contractor to perform on delivery of goods or services as specified may also result in the removal of the contractor from doing business with CCPS for a period of up to one year.

SECTION II – CONTRACT AWARD

10. TERMINATION FOR JUST CAUSE

CCPS reserves the right to terminate for just cause a contract awarded through this solicitation.

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

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. The contractor shall maintain the licenses required in a current status after award and throughout the course of the contract.

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

12. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by Clayton County Public Schools solely from appropriations received by Clayton County Public Schools. In the event such appropriations are determined in the sole discretion of the Chief Operations 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 Operations Officer for CCPS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

13. PROGRESS REPORTS

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

SECTION IV – OTHER

1. NONDISCRIMINATION

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

2. CCPS NONDISCRIMINATION

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

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

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

4. LOCAL BUSINESS ENTERPRISES

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

5. DRUG-FREE WORKPLACE

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

6. CERTIFICATION OF NON COLLUSION

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

PROPOSAL CONDITIONS

SECTION IV – OTHER

7. AUTHORIZED OFFICIAL

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

8. SOLICITATION TERMINATION

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

9. RIGHTS AND REMEDIES

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

10. PROPRIETARY INFORMATION

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

11. GEORGIA LAW

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

12. DELIVERY

Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected Integrated Business Services, Human Resource, and Student Information System shall render contractor liable for all costs in excess of the contract price when alternate procurement is necessary either by replacing Integrated Business Services, Human Resource, and Student Information System with the next higher level available from contractor or from another Integrated Business Services, Human Resource, and Student Information System provider. Excess costs shall include the administrative costs.

1. CONTRACT TYPE

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

2. CONTRACT TIMEFRAME

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

3. OPTIONS

In addition to the base period of one year, there are four (4) renewal options of one-year length to be exercised at the sole discretion of CCPS.

4. CATEGORIES OF AWARD

It is the intent of CCPS to award the contract to one vendor however, award will be made the best interests of the district and we reserve the right to award to a single vendor, multiple vendors, or to no vendors

5. OTHER PROCEDURES

A. REQUIREMENTS CONTRACT

This is a Requirements Contract for Integrated Business Services, Human Resource, and Student Information System .

Delivery or performance shall be made only authorized by Purchase Order issued by CCPS Purchasing Department. The contractor shall furnish to CCPS all items specified in the schedule of the order issued by CCPS.

B. PROFESSIONAL LIABILITY INSURANCE

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

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

6. RECEIPT OF ADDENDUM CLAUSE

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

7. DEBARMENT STATUS

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

8. CONTRACT AWARD

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

9. SUBMITTALS

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

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

10. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

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

11. MANDATORY FORMS

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

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

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

12. OWNER REPRESENTATIVE

The owner's representative, Tony Rogers, Technology Director, will perform supervision of the contract.

REQUEST FOR PROPOSAL

The CCPS system invites proposals for: Integrated Business Services, Human Resource, and Student Information System

1. PURPOSE

Clayton County Public Schools (CCPS) is soliciting proposals from qualified software vendors to provide an Integrated Business Services, Human Resource, and Student Information System for the district.

2. BACKGROUND

Clayton County Public School is the fifth largest school district in Georgia with a current enrollment of just under 52,000 and an annual general fund operation budget in excess of \$339 million. The school system is the largest employer in Clayton County with approximately 7,000 active employees. Growth is expected to continue due to the district's commitment to excellence and student achievement. As an educational leader in the metro area, Clayton County Public Schools delivers quality service and support to our students. The school district currently utilizes several different software systems for financial, human resource and student information system. It is our desire to implement one integrated system that will allow communication between the three areas.

3. SCOPE

The Clayton County Schools Board of Education seeks an integrated solution to allow seamless access across multiple subject areas to include Human Resource, Payroll, Finance, Student Information System, Special Education and Assessment System. Solution should minimize the need of paper and maximize the accomplishment of task on-line (Paper-LITE). Solution should be transactional based and data driven. The purpose of this request is to solicit detailed information from prospective vendors about their capabilities to provide such systems. We invite you to submit a proposal that satisfies the specifications outlined in this document

4. MANDATORY SPECIFICATIONS

To ensure that proposed system is compatible with existing framework the following specifications are MANDATORY:

Operating System	MS Windows Server 64 bit
Relational Database Management System	MS SQL Server 2008 R2 (Enterprise) • SQL Server Reporting Services • SQL Server Analysis Services • SQL Server Integration Services • SQL Server Performance Services
3 rd Party Reporting	Cognos
Application Development	.Net 4.0 Framework
Programming Language	C#
Web Development	SharePoint 2010
Email	Microsoft Exchange
Forms Development	InfoPath 2010
Productivity Suite	Microsoft Office Professional 2010
Access/ Authentication	Active Directory

MANDATORY SPECIFICATIONS continued

It is the district desire to implement an integrated solution and therefore only proposals that propose an integrated solution will be considered. All other proposals shall be considered non-responsive.

System shall use Active Directory as the single authentication source.

REQUEST FOR PROPOSAL

A. Offeror's Responsibility:

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

B. Oral Interview:

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

C. Submission of Proposal:

Proposals shall be submitted in three sections: One binder shall contain (1) Technical Capabilities and 2) Business Stability. In a separate envelope a third section titled Price shall be included. One original and six copies [(7) total] of the proposal shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the offeror may choose to propose; however, the concept shall be placed within the framework of the three sections.

D. Basis of Award:

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

E. Preparing the Proposal:

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

F. Executive Summary:

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

REQUEST FOR PROPOSAL

G. Additional Terms/Contract/Objections to CCPS Terms and Conditions

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

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

THE PROPOSAL

SECTION I - TECHNICAL CAPABILITIES

A. Methodologies:

In this section, the firm shall describe in detail their overall experience in providing an integrated software system and shall describe in detail the methodology and procedures that will be used to accomplish the Clayton County Public Schools requirements for this RFP. This should include planning, coordination, field visit procedures, problem solving, training and support.

B. Capabilities

1. Describe how mandatory specifications will be met.
2. Describe how your proposal is integrated and what subject areas are included.
3. Describe training and implementation plan including timeline.
4. Provide a description or samples of any materials including manuals and/or handouts that will be issued as a guide for district employees.
5. Describe how major updates and support of upgrades and/or new versions will be communicated.
6. Describe testing process after a major upgrade to assure expected results.
7. Describe testing process after a major upgrade to ensure expected results.
8. Describe previous experience in providing Integrated Business Services for Human Resource, Business Services (Purchasing, Accounts Payable, Budget, Audit, Grant Management, Payroll), and Student Information System to PK-12 schools.
9. Describe if system is transactional based and data drive.
10. Describe system's capability in allowing the appropriate access based on user login and what tracking/accountability is being proposed.
11. Describe system's reporting capabilities utilizing RDBMS.
12. Describe all hardware and software required to fully implement proposed system.

THE PROPOSAL

Human Resource

1. Describe the system's capability to support background security management requests including at a minimum: results for new hires, re-hires and routine employee checks, maintenance of background check, fingerprint, and criminal record check data
2. Describe the system's capability in processing employee documents such as:
 - Employment contracts
 - Certifications
 - Qualifications
 - Licenses
 - Medical
 - Motor Vehicle Records (MVR)
 - Drug Screening
 - Personnel Development Plans
3. Describe the functionality for the following employee electronic forms
 - Direct deposit
 - G4 and W4
 - Employment Application
 - W2
 - Contracts
 - Employment forms
 - Personal information
 - Verification of experience
 - Verification of employment
 - Electronic submission of documents (social security administration number, drivers license etc...)
 - Separation notice
 - Promotion / Reclassification/Transfer
 - Employee recommendation packet
 - Employee resignation
4. Describe system's capability to retain employee history information to include at a minimum: dates, steps/increases, salary, personnel actions, etc.,
5. Describe system's capability to document action reason codes for transactions such as; demotion, promotion, reassignment, etc.
6. Describe system's ability to support class table that allows for classes creation, and abolishment while maintaining history.
7. Describe data elements required to define an employee record.

THE PROPOSAL

Human Resource

8. Describe proposed system Applicant Tracking features to include at a minimum:
 - Workflow in identifying an applicant to a hired employee
 - Position Management process in posting a new position for hire
 - Applicant ranking based on minimum qualifications
 - Identification of internal and external applicants
 - Determining most qualified applicants
 - Manage closed and filled positions
9. Describe proposed Position Management features to include at a minimum:
 - Identification of every slot/position with associated budget and non-budget items
 - Inputs from enrollment and allotments to determine positions
 - Data points to assist in managing positions organized by department, locations, funds, multiple sources
 - Associated with applicant tracking
 - Data driven position controls with future date capability
 - Double manning or dual assignment of a single position
 - Sharing percentage of a position not to exceed 100% utilization
 - Position numbers defining purpose (meaningful)
 - CPI codes associated to position number
 - Maintenance of historical information of position number
 - Tracking position status, open, active, vacant, maintenance etc...
 - Allocation adjustments aligned with position management
 - Alignment of job descriptions with position
10. Describe proposed Allocations features to include at a minimum:
 - Statistical Analysis of projections and forecasting for departments (schools)
 - Integrates with Position management to generate staffing allocations
11. Describe proposed Time Management / Work Time features to include at a minimum:
 - How system will accept input from District wide time management system
 - How system will track employee time: attendance, vacation, sick, personal and other leave types
12. Describe proposed Appraisal/performance features to include at a minimum:
 - On-line Evaluations
 - Reporting of evaluations for multiple periods
 - Tracking of pay for performance

THE PROPOSAL

Human Resource

12. Describe proposed Employee Self-Service features to include at a minimum:
 - Secure controlled access, Extranet capable: employee personal information
13. Describe proposed Benefits features to include at a minimum:
 - System interface capability with existing web based state benefits system
 - State health calculation (State schedule)
 - Manage extended leave request (FMLA)
14. Describe proposed Learning Management features to include at a minimum:
 - On-line tracking of employee training needed by HR

THE PROPOSAL

Finance

Describe the following proposed features:

1. Vendor Maintenance features
 - vendor identification with multiple addresses, phone numbers, vendor types, shipping address, email addresses
2. Account payable features
 - Management of cash account determined by funding source
 - Identification of individual inputting information
 - Tracking, monitoring, and flagging of credit card (P-Card) transaction
 - Tracking of 3 way match purchase order, receiving, invoice (on-line)
3. Account receivable features
 - Customer maintenance
 - Account for source of funds
4. General Ledger
 - Compliance with state chart of account (GA)
 - Tracking of multiple funding sources, title I, grant, etc
 - Flexibility with uploading to state accounting system
 - Updating each fund equity account at closing
 - Ability to open multiple months at a time
 - Support CAFR – Comprehensive Annual Financial Report
 - Analysis: flexible query capability (what if)
 - Capturing of source documents (PDF) and align with transaction
5. Grant Management
 - Tracking and manage Multi-Year
 - Support Special Purpose Local Option Sales Tax (SPLOST)
6. Budget
 - Support multiple what if scenarios
 - Relation to payroll, allotments and positions
 - Reports capable of running

THE PROPOSAL

Finance

7. Contract Management

- Describe how system will On-Line request and receiving for processing:
 - (a) Request For Proposal (RFP)
 - (b) Invitation For Bid (IFB)
 - (c) Request For Qualifications (RFQ)
 - (d) Request For Information (RFI)
 - (e) Proposal Submittal
 - (f) Bid Submittal
 - (g) Vendor Contact Information
 - (h) Contract Type
 - (i) Amount of Contract
 - (j) Board Approval Date
 - (k) Department
 - (l) Department Representative
 - (m) Contract Start Date
 - (n) Contract End Date
 - (o) Contract Termination Option(s)
 - (p) Contract Renewal Option(s) and Date
 - (q) Contract Documentation (Exercise of Renewal, Early Termination, Default, Cure Notice)
 - (r) Vendor Registration
 - (s) Vendor notice of solicitation based on NIGP commodity codes

8. Describe system search for contracts capability:

- (a) Contract Number
- (b) Vendor Name
- (c) Commodity/Service (specify if commodity codes can be used)
- (d) Expiration month, date, year

9. Describe if system uses commodity codes and if so in what capacity.

10. Describe system ability to monitor Construction Contracts.

11. Describe system's ability to support workflow for contract lifecycle

12. Describe system's ability to provide compliance monitoring

1. Insurance
2. Certifications
3. License or other required documents

13. Describe system's ability to track

- Delivery schedules
- Price increases for each product listed in a bid schedule

THE PROPOSAL

Finance

14. Describe system's workflow management through the solicitation process
15. Describe system's capability to email / fax notifications of contract award (internal and external customers)
 - Solicitation
 - Addenda
 - Award Letter
16. Describe system's capability to link to various related contract documents
 - W-9
 - Subcontractor Affidavit
17. Describe system's capability to monitor contracts awarded to small businesses and minority and women owned businesses.
18. Describe system's capability to support Payment / Purchase Order Tracking
19. Describe system's capability to support Contract renewal management
 - Scan and upload documents
20. Describe system's capability to support project accounting and budget across fiscal years.

THE PROPOSAL

Payroll

1. Describe system's capability to support multiple pay periods
2. Describe system's capability to support state salary schedule, local salary schedule coded differently
3. Describe system's capability to support multiple funding schedules to calculate pay
4. Describe system's capability to support multiple calendar schedules to calculate pay
5. Describe system's capability to support multiple direct deposit accounts for an employee
6. Describe system's capability to support accrual of multiple pay cycles (Summer pay Jun/Jul/Aug)
7. Describe system's capability to support supplemental pay, additional pay beyond regular salary
8. Describe system's capability to support define, build and use district calendars
9. Describe system's capability to support payroll pre-processing (Review to ensure correctness)
10. Describe how system will minimize need for exception processing
11. Describe system's capability to support payroll processing that is date driven
12. Describe system's capability to support selectively preview payroll of individual checks (check emulation)
13. Describe system's capability to support reference and update general ledger
14. Describe system's capability to support Prior period adjustments
15. Describe system's capability to support Out of cycle payroll payments
16. Describe system's capability to support upload federal and state tax tables
17. Describe system's capability to support Garnishment of wages
 - Calculate disposal income
 - Flexibility of rules/percentages
 - Recorded (payment made) accounts payable
18. Describe system's capability to support GA specific rules/processing
19. Describe system's capability to support K-12 specific rules/processing

THE PROPOSAL

Student Information System

1. Describe system's capability support linking sibling with the same household.
Support out-of-district enrollment of students.
2. Describe system's capability to support merge duplicate student data.
3. Describe system's capability to maintain historical student enrollment data.
4. Describe system's capability to support multiple addresses for a student, parent or guardian.
5. Describe system's capability to provide on-line registration / enroll process.
6. Describe system on-line features available to students, parents, and guardians.
7. Describe how system will assist in managing parental custody challenges.
8. Describe system's capability of displaying student data on main page.
9. Describe system's capability to communicate transportation data to Edulog.
10. Describe system's withdrawal process.
11. Describe system master scheduling capabilities and processing.
12. Describe system's capability to provide on-line student self-service scheduling input.
13. Describe system's capability of aligning scheduling with textbook management.
14. Describe system's master course schedule ability to align with state master courses.
15. Describe system scheduling formats available ex. 4x4, A/B rotation etc.
16. Describe system's capability in monitoring English Language Learners (ELL).
17. Describe system's capability in monitoring after school remediation.
18. Describe system's capability in monitoring school nutrition activities.
19. Describe system's capability in supporting and monitoring post-graduation documentation.

REQUEST FOR PROPOSAL

THE PROPOSAL

Student Enrollment

1. Describe system's ability to prevent printing/displaying specific student enrollment fields except as permitted
2. Describe system's ability to display all service area types for students (Special Education, Gifted, Limited English Speaker, Alternative, etc.)
3. Describe system's ability to accommodate students scheduled at multiple schools.
4. Describe system's ability to provide enrollment alerts.
5. Describe system's ability to validate entry/withdrawal between schools.
6. Describe system's ability to enroll and override out-of-district students.
7. Describe system's ability to accommodate in-district transfers without data re-entry.
8. Describe the process of uniquely identify students.
9. Describe the system's ability to merge two student (duplicate) records.

Grade Reporting

1. Describe system's ability to accept, record and publish student grades, report cards, progress reports, letters; on-line and printed.
2. Describe system's ability to accommodate alphanumeric to numeric grades, narrative, weighted and un-weighted averages, and comments.
3. Describe system's ability to track grading towards graduation, produce and distribute transcripts, standard test scores.

THE PROPOSAL

Attendance

1. Describe system's capability to track and monitor student attendance.
2. Describe systems capability to track student truancy.
3. Describe system's capability to record attendance transactions (i.e. sign-in/sign-out times for tardiness and early leaves, tracking day/period in which attendance is not taken by the teacher)
4. Describe the system's capability to allow or restrict attendance input based on user roles.

Parent Access

1. Describe how and what system information will be provided using secure system accessibility for students, parents and guardians.
2. Describe what protocols will be available for student, parent guardian communication, email, texting, SharePoint etc ...

Teacher Access

1. Describe system's capability to allow secure access to manage student grades and classes.
2. Describe system's capability to assist teachers in managing student grades and assignments.

Discipline

1. Describe capability in managing student discipline, In-School-Suspension, Out-School-Suspension, expulsion, disposition codes.

Data Collection

1. Identify the data elements available or provide an Entity Relationship Diagram (ERD) of the system Relational Database Management System (RDBMS).
2. Describe how system will associate employee (teacher) data with student data and course scheduling.

THE PROPOSAL

Special Education

1. Describe the features and functionality available in proposed special education system
2. Describe system's capability in supporting referral evaluation process.
3. Describe system's capability in supporting and tracking student records and maintaining historical information to assure compliance.
4. Describe system's ability to support Medicaid billing process.

Assessment

1. Describe system's ability in analyzing assessment data, administer local benchmark assessments and adjust curriculum.
2. Describe system's ability to track student performance.
3. Describe system's capability of aligning curriculum with student performance.
4. Describe how system will support administering assessments.
5. Describe system overall features and capabilities.

Describe any other features, capability or reasons to justify why your proposed system should be selected to provide the district with an Integrated Business Services, Human Resource, and Student Information System.

SECTION II - BUSINESS STABILITY/BACKGROUND

1. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with CCPS for contract negotiation and the name of the project manager (if applicable). A brief history of the company and the present organizational structure of the firm describing the management organization and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.
2. **References** - List as references (names, address, contact persons and toll-free phone numbers) a minimum of three clients of similar size and nature to CCPS for which a project was completed within the last three years. A brief description of the services provided shall accompany each reference.
3. **Previous Default** - Indicate if you have ever been defaulted on a contract or denied an award due to non-responsibility to perform. If so, provide the facts and circumstances. Describe any judgments within the last three years in which Respondent has been adjudicated liable for professional malpractice.

SECTION III – PRICE

The price proposal shall be submitted in a separate sealed envelope, one original and two copies (3) copies, and clearly marked with the RFP No. 007-12, PRICE PROPOSAL.

In this section, the provider shall outline a line item budget that identifies all pricing elements discussed in the proposal to accomplish CCPS requirements – A fee structure for the provision of services. Provider shall indicate all expenses/costs to CCPS and expenses that will not be billed to CCPS. All pricing required to implement the proposed system as specified above shall be included in the Price Proposal to include but not limited to software, hardware, training, manuals, annual maintenance, upgrades, travel, etc., Cost not identified will not be considered. If there are optional costs, please specify as such. The awarded vendor shall not be allowed to add additional prices or increase prices.

REQUEST FOR INFORMATION

1. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal process shall be directed in writing to the Director of Business Services

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

CONFLICTS OF INTEREST DISCLOSURES

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

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

REQUEST FOR SEALED PROPOSAL

DATE: _____

TIME: _____

PROPOSAL NO.: _____

NAME OF COMPANY:

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

Ladies and/or Gentlemen:

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

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

COMMITMENT TO PERFORM AS PROPOSED

Respectfully submitted,

Name of Company

Address of Company

E-Mail Address

Business Telephone Number

Fax Number

Printed Name and Title

Signature

Date

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

The legal name of the proposer is:

BIDDER'S CHECKLIST

PROJECT: _____

PROPOSAL NO.: _____

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

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

(COMPANY FEDERAL ID NUMBER)

(COMPANY E-MAIL ADDRESS)

(COMPANY NAME)

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

APPENDIX A

CLAYTON COUNTY PUBLIC SCHOOLS

IMMIGRATION AND SECURITY FORM

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

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

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

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

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

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).11/10/2011

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which is under contract with the Clayton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 200____

Notary Public

My Commission Expires: _____

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

APPENDIX B

DEBARMENT CERTIFICATION

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

This the _____ day of _____

Service Provider

Service Provider Authorized Signature

REQUIRED FORMS CHECKLIST

PROJECT: _____

PROPOSAL NO.: _____

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

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

(COMPANY FEDERAL ID NUMBER)

(COMPANY E-MAIL ADDRESS)

(COMPANY NAME)

ANTI-COLLSUSION CERTIFICATION

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

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

Signature: _____

Date: _____

Name of Company: _____



Clayton County Public Schools Substitute W-9 Form

Request for Taxpayer Identification Number and Certification

Vendor Number if previously assigned:

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

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

Check appropriate box:

☐

Individual

☐

Sole Proprietor

☐

Corporation

☐

Partnership

☐

Other

Please check the type of services rendered by the vendor.

☐

Materials Only

☐

Services Only

☐

Materials and Services

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

City, state and ZIP code

, GA

Phone #

()

Fax #

()

Email Address

Remittance Address: if different from legal address.

Remittance City, state and ZIP code

, --

Remittance Phone #

()

Remittance Fax #

()

Contact Person

Part I Taxpayer Identification Number (TIN)

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

Social Security Number

- -

OR

Tax Payer Identification Number

-

Part II Certification

Under penalties of perjury, I certify that:

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 ►