



COBB COUNTY SCHOOL DISTRICT

PROCUREMENT SERVICES DEPARTMENT

January 26, 2010

TO ALL VENDORS:

The Vendors are instructed to read carefully all Terms, Conditions and Specifications. Proposal forms must be completed in their entirety.

All proposals accepted must be sealed with the envelopes marked with your company name and **“RFP 10-10, Web-Based Project Management Software.”** For mailing purposes, please address your proposal to CCSD, Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152. Attn: **Jill Vestal**.

A pre-proposal meeting will be held at 10:00 a.m. on February 3, 2010 at Martha Jay Moore Center, 6997 Keene Street, Kennesaw, GA 30144. Interested vendors are strongly encouraged to attend.

Proposals may be hand delivered to the Procurement Services Department at 6975 Cobb International Blvd., Kennesaw, Georgia 30152, where the proposal acceptance will close on **February 15, 2010 at 3:00 p.m. Eastern Time**. Please allow ample time for delivery of mail by the postal service. Proposals received late will not be considered.

The Cobb County School District (CCSD) reserves the right to accept or reject any or all proposals and to waive any formalities.

Your interest and participation are solicited and appreciated.

Sincerely,

Alisa Morningstar, CPPO
Director of Procurement Services

Encls:

1. General Terms and Conditions-pgs. 2-17
2. Special Terms and Conditions-(including non-cost proposal requirements) pgs. 18-30
3. Vendor References-pgs. 26-27
4. Cost Proposal Form-pg. 30
5. Conflict of Interest-pg. 31
6. Contract Agreement-pg. 32
7. Georgia Security and Immigration Compliance Act OCGA 13-10-90 Documents-pgs. 33-35
8. “No Response” Form pg. 36
9. Checklist-pg. 37

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1.0 PREPARATION OF PROPOSALS

- 1.1 Proposals must be on Proposal Forms furnished with this Request for Proposal (RFP). They must be submitted in a sealed envelope marked with your company name and **“RFP 10-10, Web-Based Project Management Software”** clearly marked on the outside of the envelope as outlined in the submissions sections.
- 1.2 Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the RFP. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the RFP form(s) (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected by CCSD. Each vendor is required to furnish all information requested in the RFP.
- 1.3 Due to the large number of vendors listed in certain categories of the CCSD vendor’s list, not all vendors will necessarily be sent an invitation each time an RFP is issued. Requests for Proposal issued by the CCSD are advertised on Cobb County TV 23 and 24 and the CCSD web site www.cobbk12.org. Vendors are advised to view TV 23 or 24 and the CCSD web site frequently for a listing of RFPs. To view on the Internet, go to the CCSD web site; at the bottom is a list of “VENDOR RESOURCES”, click on **“Current Solicitations”**.
- 1.4 The CCSD Procurement Services Department’s Purchasing Regulations are hereby acknowledged, understood and agreed to by the parties and are hereby fully incorporated into the RFP and the resulting Contract. Refer to the CCSD Procurement Services web site: <http://www.cobb.k12.ga.us/Departments/BS/BSPurchasing/index.htm>, for the complete Purchasing Regulations.
- 1.5 Each vendor is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and CCSD regulations and/or policies pertaining to CCSD procurement.

2.0 COMMUNICATIONS WITH CCSD STAFF

- 2.1 All communications concerning this RFP must be submitted in writing to the CCSD Procurement Services Department. Email to jill.vestal@cobbk12.org is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Procurement Services Department, will be binding upon CCSD. User departments may be called upon for clarification in their area of expertise at the discretion of the Procurement Services

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Department. Questions must be received by **February 4, 2010**. **Answers will be posted to the CCSD Current Solicitations website by February 9, 2010.**

- 2.2** From the issue date of this RFP until the completion of the selection process and the award notification is announced, all vendor communication must be authorized by the Procurements Services Department including but not limited to communications with school system employees and/or contracted agents related to this RFP. Violation of this provision may result in rejection of the vendor's response.
- 2.3** It is the vendor's responsibility to check the CCSD Current Solicitations website for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period. Following receipt of vendor responses to a solicitation, it is the vendor's responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that CCSD receives said information prior to the deadline(s) indicated. In the event clarifications or additional information is provided via email or fax, a signed, original hard copy of this information should be submitted to the Procurement Services Department no later than the next business day after the information's due date. The hard copy will serve as the legal document; it must match the fax/email copy.

3.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

4.0 SUBMISSION OF PROPOSALS

- 4.1** Responses are due by mail or hand delivery no later than the date and time (determined by the date/time stamp of the CCSD Procurement Services Department) set forth in this RFP. Offerors are advised to consider that hand delivery assures timely receipt. Proposals and supporting documentation must be submitted to:

Cobb County School District
Procurement Services Department
RFP 10-10, Web-Based Project Management Software
Attn: Jill Vestal
6975 Cobb International Boulevard
Kennesaw, GA 30152

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Fax number: (770) 426-3371

Office Number: (770) 590-4524

The proposal cost form (Section 11.0) must be submitted separately from the rest of your response. One original along with **1** copy of the cost section of the proposal must be submitted in a sealed envelope labeled:

RFP 10-10, Web-Based Project Management Software

Vendor Name

Cost Proposal

Due: February 15, 2010; 3:00 p.m.

One original along with **8** copies of the non-cost sections of your proposal response (including supporting documentation) must be submitted in sealed packaging and labeled:

RFP 10-10, Web-Based Project Management Software

Vendor Name

Non-Cost Proposal

Due: February 15, 2010; 3:00 p.m.

Both the cost and non-cost responses must be submitted by the due date stated in this solicitation.

- 4.2 Any proposal received after the designated time will be deemed late and will not be considered by the CCSD. **If proposals are faxed or emailed, an original hard copy of your response must be received by the Procurement Services Department no later than the next business day after the proposal due date. The hard copy will serve as the legal document; it must match the fax/email copy.** The CCSD Fax Number is (770) 426-3371. The use of fax proposals is discouraged and every effort should be made by the vendor to deliver the hard copy of the proposal prior to the designated date and time.

5.0 SPECIFICATIONS

- 5.1 Any deviation from the specifications must be clearly identified in the vendor's response including the RFP section name and number. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. CCSD shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the RFP. If CCSD determines that the modifications or deviations from the specifications are not in compliance, the proposal may be rejected.

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- 5.2 A vendor's failure to deliver any items/services according to specifications set forth in their proposal may result in cancellation of the purchase and permanent removal from the vendor's list. If any items do not meet these specifications, the items will be picked up at vendor's expense and removed from the premises of the CCSD at the sole cost of the vendor.
- 5.3 If there is an error in the description or specifications contained in the RFP, CCSD reserves the right to notify each of the vendors separate from the RFP of such specification or description change and may require all proposals to be in compliance with such modification. In the case of an error in the specifications or the descriptions, CCSD further reserves the right to cancel the RFP and re-issue.
- 5.4 For Goods: Manufacturers listed as "Model Equivalence" in the RFP are to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The CCSD will be the sole determiner as to whether the substituted item is of equal or better specification.
- 5.5 For Goods: If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in RFP document as well as current industry standards. Replacement units must be made available to CCSD for review and approved prior to the end of life of the awarded model. CCSD reserves the right to accept or reject the replacement item.

6.0 PRICES QUOTED

- 6.1 Unless specifically consented to in writing by CCSD, prices must remain firm for a period of one year from the award date, or for any renewal period, under the same terms and conditions of the RFP. The CCSD reserves the option to renew any award at its sole discretion.
- 6.2 Quantities/amounts shown in the RFP are estimates. Vendors are advised that the actual number purchased/required may vary from those in the RFP, depending upon the needs of the CCSD and the availability of funds.
- 6.3 Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- 6.4 Pricing must be submitted on Proposal Form(s) as requested without conditions unless called for in Special Terms & Conditions.

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- 6.5 For Goods: Proposals must include any and all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- 6.6 Prompt payment discounts will be considered for the purposes of proposal evaluation and award.

7.0 SAMPLES

- 7.1 When required, samples must be furnished at the vendor's expense and at no cost to CCSD.
- 7.2 Samples are to be tagged or labeled as directed in the Special Terms and Conditions.
- 7.3 Samples not used or destroyed in testing will be returned to the vendor at vendor's request and at vendor's expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions; samples will become the property of CCSD.
- 7.4 CCSD will assume no responsibility for items lost or destroyed when being inspected or tested.

8.0 VENDOR'S EVIDENCE OF RESPONSIBILITY

- 8.1 The CCSD reserves the right to require a financial statement and/or Dun and Bradstreet rating from any vendor who submits a proposal. The vendor must submit a current financial statement and/or Dun and Bradstreet rating within 48 hours after notification of such requirement.
- 8.2 The attached Vendor Reference Sheet and Vendor Questionnaire are to be completed and returned as indicated in the RFP document.

9.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY

Vendor acknowledges that some material and information which may come into its possession or knowledge in connection with the RFP, or the performance hereof, may consist of confidential and private information of CCSD, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Vendor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this contract, and not to release or disclose any information to any other party except as may be required by law. Vendor hereby expressly agrees to immediately remove any

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subcontractor or any of Vendor's employees from performing any work in connection with this contract upon CCSD giving notice to Vendor that CCSD reasonably believes such person has failed to meet the confidentiality obligations or standards of this contract. Any employee or subcontractor so removed shall be replaced as provided under the staffing requirements of this contract.

Confidential information is educational records, proprietary information, a trade secret, copyrighted material, or documents otherwise not subject to disclosure or use, as defined under O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 USC §1232 (g), 45 C.F.R. § 741.6(c)(3), 45 C.F.R. §84.14(d) and 20 U.S.C. §§ 1400-1491. Vendor acknowledges that confidential information includes, but is not limited to, employee data, educational records, information relating to health records, physician and provider notes, medical bills, claims and other written information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Notwithstanding the foregoing, this agreement is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq

10.0 AWARDS

- 10.1** The CCSD reserves the right to accept or reject any part of a submitted proposal, to accept the entire proposal from one vendor, to accept portions of the proposal from several vendors, to reject all proposals submitted, or to waive any minor irregularity. The CCSD reserves the right to award the proposal under the most beneficial terms for the CCSD.
- 10.2** The CCSD reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof. Award of proposals will be made in the best interest of CCSD.
- 10.3** In the case of a tie, the award will be made as follows:
- 10.3.1** The award will be to the in-county vendor.
 - 10.3.2** The award will be to the in-state vendor.
 - 10.3.3** If applicable, the award will be to the goods made in Georgia
 - 10.3.4** The award will be to the vendor with the lesser total dollar volume.
 - 10.3.5** If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.
- 10.4** Award will be made to the responsive and responsible vendor based on price, availability, past vendor experience, references, and compliance with the RFP specifications and requirements as outlined in the evaluation criteria included in this solicitation.

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- 10.5** A determination of competitive range may be made during the evaluation process. Offerors not in the competitive range of being selected for award shall be eliminated from further discussion.
- 10.6** During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Procurement Services may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, CCSD reserves the right to re-solicit the item(s) involved.
- 10.7** The CCSD reserves the right to negotiate a lower price than the awarded price on any line item with the successful vendor, should the quantity required significantly exceed those in the RFP. If the CCSD is unable to negotiate an acceptable price, it reserves the right to re-solicit the item(s)/service(s) involved.
- 10.8** The CCSD reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the District.
- 10.9** Purchases by the CCSD are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.
- 10.10** Awards will be posted on the internet at [Awarded Proposals/RFP's/Quotes](http://www.cobb.k12.ga.us/centraloffice/Purchasing/index.htm) on the Procurement Services Web Page:
<http://www.cobb.k12.ga.us/centraloffice/Purchasing/index.htm> .
- 10.11** If after award there is a decrease in the price of a product from the manufacturer, or a rebate, the successful vendor will pass that price decrease and/or rebate onto the CCSD.

11.0 CONTRACT

- 11.1** The contract agreement and Georgia Security and Immigration Compliance Act Documents must be completed by the vendor and returned with their proposal.
- 11.2** **Entirety of Contract** – All documents submitted in response to the RFP, including but not limited to any attachments, appendices, and clarifications provided by the vendor during evaluation are incorporated into the contract between CCSD and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and

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written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the Proposal Response submitted by the Vendor conflicts with language of the RFP, the language of the RFP shall govern and control for all purposes, unless consented to and agreed to by CCSD in writing.

- 11.3** If the Vendor has additional terms and conditions, including but not limited to a Vendor drafted contract, that it is proposing, then the Vendor must disclose and submit those terms and conditions in writing for evaluation by the CCSD with their initial proposal. CCSD is not under any obligation to consider any terms or conditions proposed by the vendor that are not included with the vendor's initial proposal. Further, unless expressly agreed to in writing by the CCSD, the CCSD will not be bound by any terms and conditions in any vendor contract, packaging, service catalogue, 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 the CCSD solicitation, the CCSD purchase order related to this solicitation or contract. If the vendor objects to any term or condition in this solicitation, then the objection shall be clearly indicated in writing.
- 11.4** Time is of the essence in this Contract.
- 11.5** **Choice of Law and Venue** – The Laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any term or provision of this contract be governed by UCITA, as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Cobb County, Georgia, with respect to any state action, and the Northern District of Georgia in Atlanta, Georgia, with respect to any federal action. Vendor agrees to pay for CCSD's costs, including any attorney's fees and expenses of litigation, incurred in any litigation should CCSD be a prevailing party. CCSD shall be considered to be a prevailing party if the vendor's lawsuit against CCSD is dismissed at anytime for any reason, including a dismissal without prejudice, or if CCSD receives a jury verdict in its favor or an appellate decision in its favor.
- 11.6** Whether or not a dispute arises, under no event will the CCSD be liable to any vendor for any of costs incurred by such vendor in responding to this RFP.

12.0 **SHIPPING**

- 12.1** All prices are to include delivery to the location(s) specified in the RFP or the Purchase Order. All delivery for goods must be FOB Destination to the location(s) specified in the RFP, unless specified otherwise in the Special Terms and Conditions.

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12.2 If the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by CCSD, CCSD reserves the right to cancel the purchase of the proposal items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the CCSD vendor list. If delivery of goods or services is not complete within the time specified, CCSD may, without liability and in addition to any other rights or remedies, terminate the agreement, by notice effective when received, as to goods or services not yet delivered or rendered. CCSD may purchase substitute goods or services elsewhere and charge vendor for any additional expense incurred.

13.0 **INVOICING**

13.1 Payment will be made by the CCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the CCSD authorized representative. Acceptance of any part of the Order shall not bind CCSD to accept any future shipments nor deprive it of any right to return goods already accepted.

13.2 The successful vendor will be required to supply an original and one copy of each invoice and to reference all invoices to the purchase order to which they pertain.

13.3 Prompt payment discounts offered will be taken.

13.4 No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the CCSD authorized representative.

13.5 All invoices and/or financial correspondence should be directed to:

Financial Services Division
Cobb County School District
P.O. Box 1288
Marietta, Georgia 30061
Attn: Disbursement Services

14.0 **COMPLIANCE**

Final inspection of all products/services for acceptance or rejection will be made by CCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the CCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

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15.0 RIGHTS AND REMEDIES

- 15.1** As permitted by law, in lieu of canceling the purchase order, the CCSD may levy a charge if the successful bidder fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the CCSD as a result of the vendor's failure to deliver the item(s) as required.

CCSD does not waive any of its rights under contract law. Vendor acknowledges and agrees that if the vendor breaches this agreement, then CCSD may cover such goods by contracting to purchase goods in substitution for those due from the seller. CCSD may recover from the vendor as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. Failure of the CCSD to effect cover does not bar it from any other remedy. In such circumstances that CCSD is not able to cover or chooses not to cover the goods purchased under this solicitation, then the vendor acknowledges and agrees that CCSD can recover the difference between the market price of the goods at the time CCSD learned of the breach and the contract price of the goods, including any incidental and consequential damages. If CCSD has accepted non-conforming goods purchased under this solicitation, then vendor acknowledges and agrees that CCSD can recover the value of the goods promised by the vendor and the value of the non-conforming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to CCSD under Georgia law. Vendor acknowledges and agrees that CCSD is owed its reasonable attorney's fees and costs incurred with the exercise of its rights in connection with the foregoing remedies.

Partial completion on a purchase order will not exempt a vendor from this charge. CCSD further has the right after assessing such charge, after the continuing failure of the vendor to complete, to terminate the purchase order.

15.2 Warranty and Support Requirements

The CCSD is not waiving, amending or abridging any contractual rights provided to the CCSD under state or federal law. The CCSD is not bound by any terms or conditions in any vendor's contract, packaging, invoices, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in addition to CCSD's contractual rights as provided under state or federal law.

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In addition to the foregoing warranty and contractual rights of the CCSD, the Vendor further warrants and agrees as follows:

- 15.2.1** Any goods purchased under this contract will be defect free in materials and workmanship and be of the quality, size and dimensions ordered. The packaging, packing, marking, and shipping of such goods will conform with the requirements of this RFP and as set forth in vendor's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by CCSD.
- 15.2.2** Any services purchased under this contract will be performed by the vendor according to its best efforts for the term of the agreement. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by CCSD.
- 15.2.3** Upon request by CCSD, the Vendor further agrees to immediately correct, without charge to CCSD, any defects in the goods or services, which develop during the life of the warranty after acceptance and payment by CCSD. Vendor further agrees to indemnify CCSD against damages of any sort resulting from faulty performance, workmanship or materials by Vendor while performing any warranty or guaranty work hereunder (or by any third party performing such work for and on behalf of Vendor). Any goods or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph .
- 15.2.4** Vendor is fully aware of CCSD's business requirements and intended uses of the products and warrants that the products shall be fit for such intended uses.
- 15.2.5** CCSD shall give written notice to the Vendor of any breach of warranties in paragraph and such notice shall contain information concerning the deficiencies found, the location of the nonconforming goods or services, and the quantity involved, including CCSD's notification of the remedy for the non-conforming or defective good or service.

15.3 Termination

If the CCSD or the successful vendor(s) wish to cancel the award of this RFP, written notice thirty (30) days in advance will be required of either party. CCSD reserves the right to terminate the contractual relationship with Vendor at any time without cause and without penalty on 30 days' written notice to Vendor. CCSD shall pay vendor for the work performed prior to the date of notice of termination. Vendor shall not be paid for any work performed or incurred after the receipt of the notice of termination nor for costs incurred by vendor's suppliers that vendor could have avoided. In addition, CCSD may terminate the contract with Vendor in the event Vendor breaches any of its duties and obligations under this contract and Vendor fails to cure such breach within thirty (30) days after receiving notice from CCSD specifying the breach.

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CCSD shall have no liability to Vendor based on any such termination except to pay all amounts due Vendor up to the date of termination for the product, work and services specifically delivered to CCSD and in accordance with the compensations provisions of the RFP. Vendor shall promptly deliver to CCSD all work, whether or not completed, and all property of CCSD, including any Proprietary information, trade secrets or Student Information as provided herein, which is in Vendor's possession on the termination date, including a final report to be prepared by Vendor describing results of the work up to the date of termination. In lieu of returning such property or information, Vendor may be directed by CCSD to destroy such property or information, in the sole discretion of CCSD. Vendor shall be responsible, with the assistance of CCSD, for removing any of Vendor's property, or any other third-party property, at any site of CCSD within ten (10) business days after the date of termination; provided, however, that Vendor shall ensure that CCSD has the necessary and applicable rights to use that property that CCSD identifies to Vendor in its discretion, and for which it has paid under this contract, after the termination of the contractual relationship between Vendor and CCSD.

- 15.4** The rights and remedies of CCSD as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 15.5** To terminate the agreement pursuant to O.C.G.A. § 20-2-506, CCSD must give notice to the firm at least thirty (30) days prior to the end of each calendar year during the term of this Agreement.

Further and pursuant to O.C.G.A. § 20-2-506 , in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling CCSD's obligations hereunder, CCSD may terminate this Agreement by providing thirty (30) days written notice of termination to the vendor. Notice of termination shall include a certification by CCSD of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by CCSD not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than Firm before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the vendor or the date this Agreement expires on its own terms, whichever first occurs. CCSD shall be obligated for payments to the vendor through the date of termination.

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16.0 NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT.

Except as may be specifically permitted by the RFP, Vendor shall not delegate, subcontract, assign or otherwise permit anyone other than Vendor personnel to perform any of the work and/or provide any of the Services required of Vendor under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of CCSD, which consent may be withheld by CCSD in its sole discretion.

No subcontract, which Vendor enters into with respect to the performance of work and/or provision of Services under this Contract, shall in any way relieve Vendor of any responsibility for any performance or obligation required of it by this Contract. Vendor hereby accepts responsibility for ensuring that **all** subcontractors who perform any of the Services under this Contract also comply with the terms and conditions of this Contract; and Vendor expressly agrees to indemnify and hold harmless CCSD from any and all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Vendor shall give District immediate notice in writing by registered or certified mail of any claim, action or suit filed against Vendor by any subcontractor, and prompt notice of any claim made against Vendor or any subcontractor, which may result in litigation, related in any way to this Contract.

Vendor must notify CCSD of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). CCSD reserves the right to require that a subcontractor be removed from the proposal.

17.0 TAXES

Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract. Vendor makes no representation whatsoever regarding any tax liability of Vendor, nor regarding any exemption from tax liability related to this Contract.

18.0 SURVIVAL OF REPRESENTATIONS

The provisions, representations and warranties contained in this contract shall survive the delivery of all components procured hereunder and the payment of fees therefore and any termination of this contract in accordance with their respective terms and conditions.

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19.0 RELATIONSHIP OF PARTIES

This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The Vendor shall be deemed to be an independent contractor, and the employees and agents of the Vendor shall not be deemed to be the employees or agents of CCSD. CCSD is not responsible for the payment of any taxes, insurance or benefits on behalf of the firm's employees.

20.0 SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part of this contract which is held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate or otherwise change any section, subsection, paragraph, term, condition, provision or other term of this Contract shall not affect any other section, subsection, paragraph, term, condition, provision or part of the contract, and the remainder of this contract shall continue to be of full force and effect.

21.0 WAIVERS

The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to future performance of such obligations and other obligations under this contract.

22.0 PUBLICITY

Vendor shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without express written prior consent of CCSD. As used in this section, the term "publicity" includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs and similar public information

23.0 CCSD PROPERTY

All Vendor employees and agents working on CCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Vendor shall provide and institute necessary security measure to prevent **unauthorized** access to any and all computer networks and Proprietary Information, trade secrets or Student Information of CCSD by any of its employees or agents, and Vendor shall be liable and responsible to CCSD for any and all security breaches by its employees or agents.

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24.0 AMENDMENTS IN WRITING

No amendment of any term or condition contained in this contract, including the RFP and Vendor's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of CCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

25.0 PARTIES BOUND

This contract shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

26.0 INDEMNIFICATION

Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless members of the BOE, the CCSD and its officers, agents and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this contract, due to any act or omission on the part of Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf; or due to any breach of this contract by Vendor; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf.

As permitted by Georgia law, this indemnification shall apply notwithstanding the fact that the Indemnities may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnities.

This indemnification extends to the successors and assigns of the Vendor, and this indemnification and release survives the duration of his contract, the termination of this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Vendor.

Vendor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

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27.0 COMPLIANCE WITH LAWS

- 27.1** Vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.
- 27.2** Vendor further agrees that in the performance of the contract, it will comply with all laws, regulations, rules, and policies that may apply to public education in general and the operation of the CCSD in particular.

28.0 INSURANCE REQUIREMENTS

Please see Special Terms and Conditions for Insurance Requirements specific to this solicitation.

29.0 BACKGROUND CHECKS

CCSD requires vendor to perform background checks on any employee or sub-contractor who will be working on the CCSD property (delivery personnel excluded). A Comprehensive criminal history background check to include both GCIC and NCIC is required on each applicant assigned to CCSD. Minimum findings that warrant exclusion include:

- Any felony conviction
- Any drug conviction
- Any crime against children
- Any sex-related conviction

Background checks must be provided to the CCSD Human Resources Department upon request by the CCSD. Firm agrees to comply with any request from the Cobb County School District to remove any firm employee from CCSD property. Firm agrees to cooperate with the Cobb County School District to the fullest extent practicable in any investigation of any actual or alleged misconduct of any firm employee in connection with any activity arising out of this Agreement.

Please note: it is preferred that all necessary checks be completed prior to employee beginning work. If business demands warrant assignment before the check is completed, then it is acceptable for employee to begin assignment as long as the background check is in progress and the application for employment does not list offenses of any type. CCSD must be informed of any employee assigned without completed background check and the results must be on file within 30 days.

30.0 SPECIAL TERMS AND CONDITIONS

Should these General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.

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1.0 PURPOSE & OBJECTIVE OF THE RFP

Cobb County School District (CCSD) is seeking an online software tool to assist with the management of its Special Purpose Local Option Sales Tax (SPLOST) program. SPLOST is a one-cent county-wide sales tax approved by the voters of Cobb County, Georgia in a referendum. SPLOST receipts can be used only for school related capital improvements. The current SPLOST approved on September 16, 2008 authorizes sales tax collections for a five year period from January 1, 2009 through December 31, 2013. The primary focus of this program is construction of new/replacement facilities, additions/modifications to existing facilities and maintenance/renovations to existing facilities. Additional projects that may be managed by the software would include the purchase of equipment associated with curriculum/instruction/technology or safety and support. A complete listing of all planned projects in the current SPLOST can be viewed at: <http://www.cobbk12.org/aboutccsd/splost/>. It is the objective of this RFP to obtain a web-based project management software solution that will increase collaboration and provide stakeholders real-time vital information for increased transparency.

CCSD's expectation is that the Program/Project Management Workflow Tool implementation would be complete by April of 2010.

2.0 BACKGROUND

CCSD has projects planned at each of its 124 facilities and has plans for three replacement schools. In many cases, multiple individual projects are anticipated at each facility that may result in the need for management of over 800 unique projects. It is anticipated that access to project information will be made available to a variety of users including school board members, members of citizen advisory committees, CCSD staff, architects, consultants, contractors, vendors, and attorneys. It is desirable to have the capability to restrict access and/or modification rights for certain project information depending on the classification of the user. CCSD is also seeking a method to share key project documents, such as site plans and architectural renderings, and general project information such as project scope and schedule, with the general public via an unrestricted web portal. The following components/modules are desired for each tracked project:

- 2.1 Project Information - General project information such as project address, key team members, project scope, schedule, status etc. should be able to be entered by authorized staff and viewed by all users.
- 2.2 Document Management - Users should have the ability to upload and view key project documents such as plans, specifications, meeting notes, contracts, reports, approval letters, permits, inspection reports, purchase orders, invoices, pay applications, change orders and close-out documents. When a user uploads a new document it is desirable to have the ability to notify appropriate system users. An electronic file folder and sub-folder navigation system similar to Microsoft Windows is desirable.

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- 2.3 Schedule/Milestone Management - CCSD uses Microsoft Project for developing project schedules. Because schedules prepared with this software tend to be complex and difficult to interpret by untrained users, CCSD is seeking a method to extract key milestones from uploaded schedules to be presented in chart form with scheduled date compared to actual completed date. Overdue scheduled milestones should be easily identifiable. The ability to track the history of changes to scheduled milestones is desirable. The ability to notify appropriate users of changes to the milestones or upcoming due dates is also desirable.
- 2.4 Budget/Cost Estimate Management - CCSD is seeking a method to enter and view the budget information including cost estimate line items used to calculate the total project budget. Since most project budgets are anticipated to be refined as the project proceeds, it is desirable to track multiple budget versions and/or to track the history of changes to budget line items.
- 2.5 Project User Contact Information - All users granted access to a project should be able to be viewed by other users along with their project role and contact information for ease of collaboration. It is estimated that each project will have between 50 and 100 registered users. In addition, some level of public access (i.e. client defined, view only parameters) is desired.
- 2.6 Project Reporting - The ability to generate reports summarizing the status of multiple projects is desired. Flexibility in report generation and content is desirable as reports may be required for a wide range of audiences and requests may be received to adjust the type and/or quantity of reported information.
- 2.7 Alternates:
- 2.7.1 Online Bidding - CCSD is considering allowing interested bidders to be granted limited access to the online software system to view and/or download bid documents and to submit their bid by uploading it to the system.
- 2.7.2 Purchase Order Management - CCSD is considering tracking and/or viewing purchase order and contract data within the software system by linking it to our existing financial software. This would allow purchase order approvals and payment tracking within the system. Submittal of pay applications, invoices and change orders via the system is desired.

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3.0 CURRENT TECHNICAL ENVIRONMENT

The CCSD current technical environment consists of a Novell Network with both Windows PC and Apple computers. The majority of end users utilize Windows XP PCs with a standard image that includes MS Office 2003 or later, and Internet Explorer 7.0 or later.

4.0 PROPOSAL REQUIREMENTS

4.1 The proposed solution must meet the minimum requirements listed below:

4.1.1 Web based

- No software to install and/or maintain by user

4.1.2 Hosted off site

4.1.3 Security

- User and password protected
- Accessibility based on tiered roles assigned to users

4.1.4 Provides for on-line collaboration

4.1.5 Accessible 24/7 from any internet connection

4.1.6 Accommodate multiple projects

4.1.7 Accommodate unlimited users (internal and external)

4.1.8 Upload and view project documents

4.1.9 Project Budget Information

4.1.10 Report Capability

4.1.11 Public Access

4.1.12 A technical representative must be available to CCSD between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time Monday through Friday via online chat/email and/or toll-free phone.

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- 4.1.13 All responding vendors must provide online trial access in order for CCSD to evaluate the product proposed. At a minimum, CCSD must have access to evaluate the user interface and independently navigate the system proposed. Provide complete information below for this access and a technical support contact should CCSD encounter problems during this phase of the evaluation process.

<i>Tech Support Contact Name:</i>	
<i>Phone Number:</i>	
<i>Email Address:</i>	
<i>Provide complete trial access instructions, password, etc.:</i>	

- 4.1.14 Provide complete information below for a point of contact during the evaluation period. This person must be available to answer any questions pertaining to your overall response that may arise prior to award

<i>Contact Name:</i>			
<i>Phone Number:</i>		<i>Fax Number:</i>	
<i>Email Address:</i>			

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- 4.2 The proposed solution must include the information listed below and be presented in a hard copy and CD/flash drive. The hard copy must match the electronic copy. If discrepancies exist, the hard copy will supersede. **For your solution, each of the items below must be addressed. This information must be provided in a clear, concise format in your proposal response clearly labeled with the corresponding RFP section name and numbers. DO NOT INCLUDE PRICING INFORMATION IN YOUR NON-COST PROSPOSAL.** Pricing for all options must be provided separately on the form(s) provided.
- 4.2.1 Professionalism and Strength of the Organization
- Number of years in this particular business.
 - Describe number and type of clients and user base.
 - Average annual billing for current similar engagements.
 - Provide information on the active user community in the Atlanta metro area. This should include the number of organizations using the product, number of users and company names.
 - How long have you been in business and how many employees do you have?
- 4.2.2 User Friendly Interface
- CCSD must be able to thoroughly evaluate the user interface of your proposed solution. The onus rests on the vendor to provide as much information and access as possible with your proposal response in order for the committee to glean the full range of capabilities from the solution offered.
- 4.2.3 Technical Requirements and Technical Support Program
- Describe the technical support program included in your proposed solution for the duration of the contract.
 - Explain the support that is offered.
 - Describe the technical requirements needed for the proposed solution (i.e. minimum workstation network operating system, etc.).
 - Describe how system upgrades are handled.
 - Provide the physical location proposed for CCSD data storage and describe the redundancy, reliability and security of the data center.
 - Explain your software development process, software implementation process, support and training. Describe who handles the processes for your company.

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4.2.4 Reporting

- Describe the standard reports included in solution proposed.
- Describe flexibility of the system to create/generate custom reports.
- Provide samples of key reports.

4.2.5 Functionality/Components - Describe how your solution addresses the functionality/components described in Section 2.0 of the ST&C to include, at a minimum, the following features:

- Number of active projects the solution can accommodate.
- Types of projects this solution is designed to manage.
- How a project is organized and how completed projects are archived.
- How document management is addressed (refer to Section 2.2 of Special Terms and Conditions)
- How project scheduling, deliverables and milestones are addressed (refer to Section 2.3 of Special Terms and Conditions).
- How budget is addressed (reference Special Terms and Conditions 2.4).
- How team contact info addressed (reference ST&C 2.5).
- How project profile is defined.
- How a user is defined.
- Ability for multiple users to access the same project simultaneously.
- What level of public access is provided with solution (i.e. community members)? Does this use a license? Do “look-up only” users utilize a license (Board members, principals, etc.) and can their access be limited? Is the data exportable and in what format?
- What happens to CCSD data after the contract expires?
- Describe feature/function customization capabilities.

4.2.6 Miscellaneous

- Is the vendor willing to extend all pricing, terms and conditions quoted to any Cobb County governmental entity under the Intergovernmental Cooperative Purchasing Program? This includes the Cobb County Government, the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna and the Devereux Foundation school. (While the Devereux School is not a part of Cobb County School District, they do provide services to students and receive pass-through funds from the State when appropriate.)

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- Please describe any value added offerings CCSD may be able to take advantage of as a result of this proposal. Note that CCSD will be the sole determinant as to what is considered added value to the District.
- 4.2.7 Work Flow Management – Describe how workflow is managed within your solution to include adds, changes and information distribution.
- 4.2.8 Training Program – Describe your training program to meet the following minimum requirements:
- Solution must provide a minimum of ten 8-hour training sessions (including any and all travel related expenses) for up to 30 users per session over the 5 year life of the contract.
 - CCSD prefers 2 training sessions per year but would like the ability to change the training schedule if needed.
 - Training to be conducted at CCSD site, 440 Glover St., Marietta, Georgia 30060.
 - Explain what training will cover.
 - Ability to add additional training sessions at CCSD discretion based upon an hourly rate (to include any and all travel related expenses).

5.0 **PRESENTATION**

CCSD reserves the right to request presentations based on vendors' written responses. CCSD may request clarification and provide topics for discussion as deemed necessary by the evaluation committee. Presentations may be via web conference or in person. Vendors are to bear expense of hosting presentation.

6.0 **CALENDAR OF EVENTS**

The timeline below is tentative and subject to change.

Event	Date
Release of RFP	January 26, 2010
Pre-proposal Meeting	February 3, 2010, 10:00 a.m.
Written Questions Due	February 4, 2010
Vendor Q&A posted to CCSD website	February 9, 2010
Proposal Due Date	February 15, 2010, 3:00 p.m.
Evaluation, Presentations (if requested) & Award	February/March 2010

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6.0 STATEMENT OF WORK

CCSD will develop a mutually agreeable statement of work upon award if necessary. Some issues to be addressed at that time are listed below:

- Invoicing and payment
- Multi-year contract language

7.0 BASIC RFP GUIDELINES

Prices submitted in response to this RFP will be for the entire SPLOST program. However, **any product/service upgrades or decreases in prices** must be passed on to CCSD.

The time frame for receipt and analysis of proposals will not allow the district to entertain any proposals that are incomplete. All spaces must be completed. Forms provided in the RFP packet must be used for your responses in all instances except where additional pages are needed. Proposals must be formatted with the numerical references given in the RFP document. Should any discrepancies occur between the General Terms and Conditions and the Special Terms & Conditions, the Special Terms & Conditions will supersede and be considered the correct information.

8.0 INSURANCE REQUIREMENTS

- Commercial General Liability with limits of at least \$2,000,000.00 aggregate. Coverage must include products and completed operations with reporting of claims on occurrence basis.
- Comprehensive Crime/Fidelity Bond with third party coverage of at least \$5,000.00.
- Statutory Workers' Compensation
- Employer's Liability of at least \$100,000.00.
- Cobb County School District must be named as an additional insured on all applicable policies. The insurance carriers should be licensed to do business in the state of Georgia. The carriers must have an AM Best rating of A- or higher.
- Please Note:
 - Signing of Contract Agreement signifies that Vendor complies with insurance requirements as specified.
 - Proof of Insurance is not required with submission of proposal, but must be available upon request (including during the evaluation process) CCSD will require proof of insurance before issuance of Award Letter/Contract.
 - **Vendor may choose to include proof of insurance with submission of bid in order to expedite the evaluation process and issuance of award to the successful bidder.**
 - **After notification of pending award, a vendor not including proof of insurance with their proposal will be given not more than 5 (five) business days (including day of notification) to provide proof or the proposal will be deemed non-responsive.**

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- 9.0 VENDOR REFERENCES** - References must be completed by ALL vendors. It is the vendor's responsibility to provide COMPLETE and ACCURATE reference information on the form below; completing ALL fields. Failure to do so can result in CCSD being unable to verify vendor's past work which may affect CCSD's determination that the vendor is responsive and responsible. In addition, for an RFP, reference responses may be part of the evaluation criteria. Preference will be given to projects of a similar scope. CCSD is not to be listed as a reference. CCSD reserves the right to consider past experience with vendor.

VENDOR REFERENCES FOR:

Insert Company Name

Company/Organization:	
Contact Person:	
Address:	
Phone:	
Fax:	
Email:	
Provide # of simultaneous projects & type of projects:	

Company/Organization:	
Contact Person:	
Address:	
Phone:	
Fax:	
Email:	
Provide # of simultaneous projects & type of projects:	

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9.0 VENDOR REFERENCES (continued)

Company/Organization:	
Contact Person:	
Address:	
Phone:	
Fax:	
Email:	
Provide # of simultaneous projects & type of projects:	

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10.0 PROPOSAL EVALUATION

10.1 Organization and Completeness of Proposal

Vendor's proposal must provide straightforward, concise proof of the capabilities to satisfy RFP requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be clearly labeled with the corresponding RFP section name and number. Any additional documents provided by the vendor must also be clearly labeled with the corresponding RFP section name and number. All requested information must be included and all forms completed in entirety. (All spaces must be completed on all requested documentation.) Any proposals that do not include all required information may be considered non-responsive and disqualified.

10.2 Evaluation Procedures – Review of Proposals

A committee comprised of representatives from CCSD Project Services, Construction, Planning and Program Management, Capital Projects, Finance, Procurement Services and Technology Services, as needed, will evaluate the proposal responses on the basis of qualifications, relevant experience, responsiveness of proposers, as well as the estimated cost of the engagement. Cost will not be the sole determining factor in the award.

Each proposal will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily. The committee will determine any areas requiring additional clarification/information and may request this information from the responding vendor.

The committee will evaluate the quality and completeness of each response as it addresses each requirement of the RFP. All non-cost related areas of the response are evaluated during this phase. A list of areas being reviewed for this specific RFP, along with the associated point values is included in the Evaluation Criteria below. The committee may in its sole discretion and in the course of the evaluation request presentation(s)/demonstration(s) with one or more selected offerors. Responses must satisfactorily meet other requirements before cost is evaluated.

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10.3 Evaluation Criteria

The selection of a vendor to provide Web-Based Project Management Software will be based on the review of several key elements in the proposals submitted. They include, but are not limited to the following criteria:

#	Evaluation Criteria	Pts
1	Response to Special Terms & Conditions Section 4.2	49
2	Special Terms & Conditions Section 9.0 Vendor References	6
	Sub-total of non-cost items above	55
3	Presentation/Demonstration	5
4	Section 11.0 COST	40
	TOTAL	100

Cost Evaluation Formula: (Lowest Price/R-where “R” represents the cost of proposal currently being ranked) x Points = Score

The non-cost portion of proposals, excluding presentations/demonstrations, (total of items 1 – 2) can receive a maximum of 55 points (55%) out of 100 total points possible. Only non-cost proposals that receive 38.5 points (70% of total non-cost score) or more will have the accompanying cost evaluated and a demonstration/oral presentation may be requested for possible additional scoring.

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11.0 COST PROPOSAL FORM

Cost must be submitted in a separate, sealed envelope. Responding vendors must provide pricing on the form below for solution proposed. Line items listed below must correspond to information provided in response to the specifications and requirements of the RFP and with the information provided in response to Special Terms and Conditions Section 4.2, etc.

Any and all fees/costs must be submitted. Any and all travel costs associated with this project **MUST be included** in the rates submitted below. CCSD will not pay additional travel expenses.

Insert company name in space to the right:			
#	Description	Provide 5 Year Cost for items 1 & 3 below as well as Total 5 Year Cost	Provide hourly rate for items 2 & 3 below, in the event CCSD chooses to purchase additional training or customization.
1	Enterprise Pricing – The annual licensing must encompass everything proposed in the initial solution including support, storage, maintenance, training, etc.		<i>Does not apply to #1.</i>
2	Hourly Rate for Additional Training , above what is described in Special Terms & Conditions Section 4.2.8 (must include all travel related expenses).	<i>Does not apply to #2.</i>	
3	Customization – After initial set-up and “go live”, should additional customization be required, vendor must provide a lump sum fee for up to 200 hours of customized programming to be distributed over 5 years and used at CCSD’s discretion. If additional customization is requested above 200 hours, hourly rate will apply.		
TOTAL 5 YEAR COST			<i>Does not apply.</i>

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CONFLICT OF INTEREST

ALL PROSPECTIVE VENDORS PLEASE READ CAREFULLY

Please refer to Board Policy BCB, Conflict of Interest, located on the Cobb County School District website at www.cobbk12.org under Board of Education, Board Policy Manual.

Any conflict with Board policy and/or administrative rules must be disclosed at the time of proposal submission.

BOARD MEMBERS:

Lynnda Crowder-Eagle, Chair
Holli Cash, Vice Chair
John E. Abraham
David Banks

Allison Bartlett
Holli Cash
John Crooks
David Morgan

CABINET MEMBERS:

Fred Sanderson
Gordon Pritz
Steven Constantino
Mike Addison
Judith Jones
Donald Dunnigan

Chris Ragsdale
Jay Dillon
Carol Seay
Robert Benson
Dale Gaddis
Alice Stouder

Ed Thayer
James Carter
Susan Galante
Cheryl Hungerford

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THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE PROPOSER AND RETURNED WITH THE PROPOSAL.

CONTRACT AGREEMENT

We have carefully examined and fully understand the Terms and Conditions, Specifications and Requirements, and related documents in providing **Web-Based Project Management Software** to the Cobb County School District. Vendor further understands that unless the vendor's exception to any RFP terms and condition, including any exhibits thereto, is specifically agreed to by CCSD in writing, then the vendor agrees to abide by the RFP by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by the Director of Procurement Services. In the event vendors fail to comply, they may be removed from the vendors' list.

Company Name

Representative's Signature
(Must be signed in ink)

Address

Representative's Name
(Please type or print)

City, State, and Zip Code

E-Mail Address

Date

Telephone Number and Extension

Terms (If payment terms are not indicated,
it will be determined to be net 30 days).

Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

PRICES MUST REMAIN FIRM AS SPECIFIED ON THE AWARD NOTIFICATION LETTER

Signing the Contract Agreement affirms that the original RFP document has not been altered in any way.

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GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA 13-10-90

TO ALL PROSPECTIVE VENDORS:

If you are providing service, performing work or delivering goods to the Cobb County School District, including but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your proposal.

- 1) The Cobb County School District shall comply with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq.,
- 2) 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 OCGA 13-10-90 et.seq., the **Contractor MUST INITIAL** one of the sections below:

Initial here-_____ 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 shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.

OR

Initial here -_____ Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law

- 3) In the event that the contractor employs or contracts with any subcontractor in connection with a covered contract the contractor will secure from the subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Georgia Department of Labor Rule 300-10-1-.02 or a substantially similar affidavit.
- 4) Contractor agrees that, in the event the (insert your company's name) _____ employs or contracts with any subcontractor in connection with the covered contract under O.C.G.A. § 13-10-91 and DOL Rule 300-10-1-.02, that the (insert company's name) _____ will secure from each sub-contractor the employee-number applicable to the sub-contractor.
- 5) Contractor agrees to provide the Cobb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

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PROCUREMENT SERVICES DEPARTMENT

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 the Cobb County Board of Education has registered with and is participating in a federal work authorization program [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 the Cobb 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 to provide a copy of each such verification to the Cobb 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 _____, 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).

COBB COUNTY SCHOOL DISTRICT
MARIETTA, GEORGIA
PROCUREMENT SERVICES DEPARTMENT

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 (name of contractor), which has a contract with the Cobb County Board of Education, has registered with and is participating in a federal work authorization program [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).

COBB COUNTY SCHOOL DISTRICT
MARIETTA, GEORGIA

PROCUREMENT SERVICES DEPARTMENT

TO ALL PROSPECTIVE VENDORS:

Because of the many requests to be placed on our vendors' lists, we are continuously updating them. While we want to include all bona fide vendors, we do not want to send notifications to those vendors who may no longer be interested in participating in the CCSD solicitation procedure.

If you do not choose to respond to this RFP, please fill in the form below indicating whether or not you want to be retained on our current vendors' list. In an effort to reduce waste and minimize postage expense, please do not return the entire solicitation package to CCSD.

Vendors who do not respond in any way (by either submitting a proposal or by returning the form below) over a period of one year may be removed from the vendors list.

Thank you for your cooperation.

"NO RESPONSE" REPLY FORM: RFP 10-10, Web-Based Project Management Software

If you do not wish to respond to this RFP, please complete this form and mail/fax it to: Cobb County School District, Attention: Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152. Fax # 770-426-3371

I do not wish to submit a response to this RFP.

I wish to be retained on the vendors' list FOR THIS COMMODITY: Yes _____ No _____

Company

Representative

You are invited to list reasons for your decision not to propose: _____

COBB COUNTY SCHOOL DISTRICT
MARIETTA, GEORGIA
PROCUREMENT SERVICES DEPARTMENT

RFP Checklist

(Please note: This checklist is intended to be a helpful tool to you in submitting your response and may not be all-inclusive. It is the vendor's responsibility to ensure all documentation is provided as requested.)

RFP 10-10, Web-Based Project Management Software

We encourage you to save paper. It is not necessary to return this entire document with your response. Please return only the relevant pages on which your company has included a response.

The following items must be completed and submitted with your response in order for your response to be considered:

- ☐ Submitted required number of copies plus an original of the Non Cost response
- ☐ Submitted required number of copies plus an original of the Cost Proposal Form(s) in a separate, sealed envelope.
- ☐ Contract Agreement – signed by an authorized company representative
- ☐ Georgia Security and Immigration Compliance Act OCGA 13-10-90 documents -- signed by an authorized company representative
- ☐ Vendor Reference – Section 9.0
- ☐ Anything specified in the Special Terms and Conditions, etc:
 - Response to Special Terms & Conditions Section 4.2 clearly labeled with the appropriate RFP section name and numbered corresponding to the RFP document.
 - Note: Vendors are not required to include proof of insurance with submission of proposal response but are strongly encouraged to do so in order to expedite the evaluation process and issuance of award. After notification of pending award, a vendor not including proof of insurance with their proposal will be given not more than 5 (five) business days (including day of notification) to provide proof or the proposal will be deemed non-responsive.

Vendor: _____

Vendor Contact: _____