



CLAYTON COUNTY PUBLIC SCHOOLS

Business Services – Purchasing Department

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

Luvenia Jackson
Superintendent of Schools

Ken Thompson
Chief Financial Officer

Lonita B. Evans, CFO, CPPO
Executive Director of Business Services

DATE: **July 29, 2015**

TO: **All Bidders**

FROM: **Lonita B. Evans, CFO, CPPO**
Executive Director of Business Services

RE: **Invitation for Bid No. 001-16 Sign Language Interpreters, Teachers of Students with Vision Loss, & Teachers for Students with Hearing Loss**

CLOSING DATE: **Tuesday, August 25, 2015**

The Clayton County Board of Education is soliciting competitive sealed bids from qualified vendors for the purchase of the above referenced services.

Responders are instructed to read carefully the Invitation, Conditions, Preliminary Contract Terms, and Conditions/Terms Specific to this Invitation for Bid (IFB) and attachments. All prices shall be submitted on the enclosed bid schedule.

Bids shall be hand delivered or mailed and must be received no later than **10:00 a.m.** as per the Purchasing Department time clock) on **Tuesday, August 25, 2015**. IFB's received after this time will not be considered.

Responses to this solicitation must be in a sealed envelope clearly addressed as follows:

Clayton County Public Schools
Attention: Lonita B. Evans, Executive Director of Business Services
IFB No. 001-16 Sign Language Interpreters, Teachers of Student
with Vision Loss and Teachers for Students with Hearing Loss
218 Stockbridge Road,
Jonesboro, Georgia 30236

The Clayton County Board of Education will not be responsible for bids 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 SHALL NOT BE ACCEPTED.**

All questions should be directed in writing to the Purchasing Department at purchasing@clayton.k12.ga.us with **IFB 001-16 Sign Language Interpreters, Teachers of Students with Vision Loss and Teachers for Students with Hearing Loss** in the subject line. **Only questions received prior to 4:30 p.m., Thursday, August 13, 2015** (per the Purchasing Department time clock) will be considered. Answers to all vendor inquiries will be made via an addendum on our website.

We appreciate your time in the preparation of your bid 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

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FOR

INVITATION FOR BID NO. 001-16

SIGN LANGUAGE INTERPRETERS, TEACHERS OF STUDENTS WITH VISION LOSS AND TEACHERS FOR STUDENTS WITH HEARING LOSS

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PURCHASING DEPARTMENT

CODE OF ETHICS

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

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

1. INTRODUCTION

To be entitled for consideration, sealed bids shall be submitted in accordance with the following instructions and must be received in the Office of the Executive Director of Business Services of the Clayton County Public Schools, 218 Stockbridge Rd, Jonesboro, Georgia 30236, not later than the date and time (determined by the time stamp in the CCPS Purchasing Department) set forth in the “Invitation for Bid”, at which time and place the bids will be publicly opened and read.

Clayton County Public Schools shall not be responsible for bids received after the date and time specified for couriers that deliver bids to locations other than the office of Purchasing Department. Bids received after the date time specified shall not be considered.

2. OWNER

The Owner for whom work will be executed is:
Clayton County Public Schools, Georgia, hereinafter “CCPS” or “District”.

3. PREPARATION OF BIDS

- a. All bids shall be printed in ink or type written and one .pdf or “Read Only” copy should be provided on a flash drive with each sections stored as separate file. No erasures permitted. Errors shall be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the bid shall initial corrections in ink.
- b. Vendors are instructed to read carefully all terms, conditions and specifications as set forth in the Invitation for Bid. Bid forms must be completed in their entirety.
- c. By submitting a bid the vendor warrants that any goods supplied CCPS meet or exceed specification set forth in this solicitation except as my be otherwise noted in vendor’s exception.
- d. The bidder shall sign the bid in the appropriate spaces.
- e. Bids shall be signed by an authorized officer of the company. Said signature shall constitute binding agreement to all Conditions, Contract Terms, and Conditions/Terms specific to this bid.
- f. If bidding 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 on the bid or on an attached letter. 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 bid.

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

- g. The Executive Director of Business Services along with the assistance of the owner representative will be the sole judge in making determination as to the quality. Prices shall be stated in units specified in the solicitation.
- 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 shall be deemed to have breached the contract, and appropriate action shall be taken by the CCPS Executive Director of Business Services.
- i. Telephone or fax bids in lieu of this form shall not be accepted.

4. BRAND NAME OR TRADE NAME/MARK INSTRUCTIONS

- (a) Brand names and numbers when provided in solicitations 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 indicated in the solicitation). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement. Unless the bidder clearly indicates in his bid that the item offered is a product of another name or manufacturer, the bid shall be considered as offering the item exactly as referenced in the Invitation for Bid.
- (b) If the bidder proposes to furnish another product, the brand/trade name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bid, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder or identified in the bid as well as other information reasonably available to the Purchasing Department. CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of the bid all descriptive material (example – technical specifications, brochures, cuts, illustrations, drawings, or other information) necessary for the Purchasing Department to (i) determine whether the product offered meets the requirements of the Invitation for Bid and (ii) establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.
- (c) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bid shall not be considered.

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

5. SUBMITTING A “NO BID”

If not submitting a bid at this time, the bidder’s checklist is to be returned marked “no bid”.

6. TAXES

CCPS is exempt from all state sales tax and federal excise tax.

7. CHARGES AND EXTRAS

Bids are to be firm net prices, F.O.B. destination to 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.

8. SOLICITATION QUESTIONS

If a contractor contemplates bidding and is in doubt as to the meaning of any part of these documents, an interpretation may be requested. This shall be submitted in writing to the Executive Director of Business Services at purchasing@clayton.k12.ga.us and must be received not later **Thursday, August 13, 2015** by the office of the Executive Director of Business Services, 218 Stockbridge Rd., Jonesboro, Georgia, 30236.

9. ADDENDA

Addenda issued in writing during the time of solicitation shall be incorporated in the subsequent contract. No oral interpretations shall be made to vendors as to meaning of solicitation documents. Requests for such interpretation shall be made in writing to the Executive Director of Business Services at purchasing@clayton.k12.ga.us and must be received no later than **Thursday, August 13, 2015**. Failure to request an interpretation shall not relieve the bidder from obligation to perform work in accordance with the contract as interpreted by Clayton County Public Schools. Addenda posted to the Purchasing Department Web Site during the time of solicitation shall be addressed in the bid as appropriate, and each addendum incorporated in the subsequent contract. If solicitation documents were obtained via the CCPS website, continue to browse the website for any addenda up until the date and time bid is due.

10. VENDOR’S TERMS AND CONDITIONS

CCPS shall not be bound by any terms and/or conditions included in any bidder’s packaging, service catalog, brochure, technical data sheet or other documents which attempt to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, CCPS purchase order, and any addendum(s) related to this solicitation/contract.

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

11. REVISION OR WITHDRAWAL OF A BID

A bidder may modify or withdraw its bid by written request, provided that the request is received by the Executive Director of Business Services prior to the bid due date and time at the address to which bids are to be submitted. Following withdrawal of its bid, the Bidder may submit a new bid, providing the bid is received prior to the bid due date. After bid opening, the CCPS Director of Purchasing will permit withdrawal only when the best interest of CCPS would be served. Generally withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the bid not resulting from negligence and the mistake is clearly ascertainable. If withdrawal is allowed, CCPS reserves the right to disqualify the withdrawing bidder from bidding on CCPS solicitations for up to one year.

12. COMPLETENESS OF BID

All bidders are cautioned to furnish all required information and details required by this Invitation for Bid. Failure to comply may result in the bid being rejected due to incompleteness.

13. PROTEST

Written protests relative to the specifications or the solicitation document shall be filed no later than three (3) working days prior to bid opening. Other written protest shall be filed not later than three (3) working days after bid opening, or if the written protest is based on subsequent action of the CCPS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts giving rise to the protest. Written protests are considered filed when received by the Executive Director of Business Services. Protests which are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for the School District's reasonable attorney's fee and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

14. PURCHASING POLICY

The CCPS Purchasing Policy, Purchasing Procedures and Regulations are incorporated in this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By acceptance of this solicitation a bidder, potential bidder, or contractor agrees to be bound by CCPS Purchasing Policy and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

15. 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

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

(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 Executive 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. 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 Executive Director of Business Services will be required to investigate current and past performance by the debarred or suspended contractor to determine responsibility.

BID CONDITIONS

SECTION II – CONTRACT AWARD

1. BIDDERS' QUALIFICATIONS

Bidders may be required by the Owner, before Contract Award, to document that they are “responsible” bidders to the complete satisfaction of the Owner. They may thus be required to show that they have the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. CCPS shall have the absolute right to determine contractor responsibility and responsiveness to this solicitation.

2. PURCHASE ORDER

The purchase order prepared and mailed by Clayton County Public Schools, or otherwise furnished, to the successful bidder within the time for acceptance specified, results in a binding contract (which includes the solicitation, bid, addendum(s), and contract award letter) without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

3. SAMPLES

Samples when required shall be furnished free of expense to CCPS according to solicitation instructions or within 10 days of date of request. Samples shall be tagged with bidders name and bid number. Samples not used or not destroyed in testing will be returned to the bidder upon request and at the bidder's expense after contract award. Cost of inspection or testing of samples, which prove not to meet specifications, shall be paid by the vendor.

4. TIE BIDS

In case of tie bid, the award will be made as follows:

- 4.1 The bid will be awarded to the in-county vendor.
- 4.2 The bid will be awarded to the in-state vendor.
- 4.3 If applicable, the bid will be awarded to the goods made in Georgia
- 4.4 If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

5. REJECTION OF A BID

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a bid or removal from the list of bidders.

BID CONDITIONS

SECTION II – CONTRACT AWARD

b. Bids will be rejected if:

1. The acceptance period is limited to less than required by the solicitation (normally 90 days).
2. The bidder fails to submit requested samples within the time specified by CCPS.
3. The bid contains a minimum order/ship quantity or dollar value (unless called for in the solicitation).
4. The bid contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
5. The bid fails to include all appropriate elements of all addenda issues to the solicitation.
6. The bid contains terms and conditions which are in conflict with the solicitation or CCPS regulations, or that other may be constructed as qualifying the bid.
7. The bid does not meet the terms and conditions of this solicitation or imposes terms and conditions not acceptable to CCPS.

6. 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 10 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. The 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

BID CONDITIONS

SECTION II – CONTRACT AWARD

affording insurance coverage under the contract and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

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

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

- a. Best's Rating not less than A, and
 - b. Best's Financial Size Category not less than Class VII
6. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, CCPS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or shall have the right to cancel the contract.

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

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

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

C. Comprehensive General Liability Insurance

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

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

BID CONDITIONS

SECTION II – CONTRACT AWARD

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.

E. Hold Harmless Agreement

The Contractor shall Hold Harmless Clayton County Public Schools 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.

7. AWARD

- a. The award of the contract shall be made to the lowest, responsive and responsible bidder complying with all applicable requirements.
- b. Unless the solicitation give notice of an all-or-none award, CCPS may accept any item or group of items of any bid, whichever is in the best interest of CCPS.
- c. Bidders agree that their bids are subject to acceptance at any time within 90 days after opening, unless otherwise stipulated in the solicitation.
- d. CCPS may accept or reject any or all bids, parts of bids, may waive informalities, technicalities and irregularities. The judgment of CCPS on such matters shall be final.
- e. The solicitation (including all addenda), bid, contract notification letter or establishing purchase order, attachments (either attached there or by reference), shall constitute the entire binding contract on the terms set forth and is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia. If any language of the bid or any of the vendor's attachments, appendices, addenda, or other documents submitted in response to the solicitation (including addenda) differ, the

BID CONDITIONS

SECTION II – CONTRACT AWARD

language of the solicitation (including addenda) shall govern and control for all purposes, unless consented to and agreed to by CCPS in writing.

- f. All correspondence, including Notices of Awards and Purchase Orders will be sent to the address appearing on the vendor's bid.

8. DISCOUNTS

Award will be made on the basis of the net price or all items net price. When submitting bids or quotations, all discounts (any discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts), shall be calculated by the bidder and reduced to a net unit price or, when requested, to an item net price. Discounts offered in any other form or time limit will not be considered in making the award.

BID CONDITIONS

SECTION III – POST AWARD

1. CONTRACT ASSIGNMENT

No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the contract may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of Clayton County Public School System.

2. COST OF INSPECTION OR TESTING

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

3. PAYMENT

The contractor shall invoice CCPS on a monthly basis. If payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work. Payment will be made via electronic payment or check. The Clayton County Board of Education reserves the right to modify these terms should extenuating circumstances prevail.

4. TERMINATION FOR DEFAULT

In the event any property or service to be furnished by the contractor under a contract or purchase order should for any reason not conform to the requirements for this solicitation, the CCPS may reject the property or service and terminate the contract for default. With specific instructions by the Executive Director of Business Services, the Contractor shall immediately remove the rejected property and replace with such property or services conforming to the requirements of this solicitation without expense to CCPS.

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 to 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. If monies due to the Contractor are not sufficient to satisfy the debt, the Contractor shall pay any monies due to CCPS within thirty (30) days of written notice. Price paid by the CCPS in such event shall be the prevailing market price at the time the substitute purchase is made.

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.

5. TERMINATION FOR CONVENIENCE

CCPS reserves the right to terminate for convenience this contract in whole or in part.

BID CONDITIONS

SECTION III – POST AWARD

6. COMPLIANCE WITH APPLICABLE STATE, FEDERAL AND LOCAL LAW

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 will 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.

7. 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 to CCPS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

BID CONDITIONS

SECTION IV – OTHER

1. NONDISCRIMINATION

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

2. CCPS DISCRIMINATION

Clayton County Public School System does not discriminate on the basis of race, color, religion, sex, natural origin, age disability, marital status, sexual orientation, or any legally protected status 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. The successful vendor is encouraged to use local vendors whenever possible in the execution of this contract.

4. LOCAL BUSINESS PARTICIPATION

It is the intent of the Clayton County Public School System to assure that local businesses have an opportunity to participate in Clayton County Public School purchasing requirements. The successful vendor is encouraged to use local vendors whenever possible in the execution of this contract.

5. DRUG-FREE WORKPLACE

By submission of a bid, the bidder 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 bidder 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 bidder.

6. CERTIFICATION OF NONCOLLUSION

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

BID CONDITIONS

SECTION IV – OTHER

7. INDEMNIFICATION

It is expressly understood that Clayton County Board of Education shall not be liable to any vendor and that said vendor will hold harmless Clayton County Board of Education, its officers, employees and agents from any loss, damage, expense or liability arising out of or in connection with this solicitation.

8. AUTHORIZED OFFICIAL

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

9. SOLICITATION TERMINATION

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

10. 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.

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.

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

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

2. CONTRACT TIME FRAME

The performance period for contract is one year, subject to paragraph 3, Options below.

3. OPTIONS

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

4. CATEGORIES OF AWARD

CCPS reserves the right to award to a single vendor, multiple vendors, or to no vendors if it is deemed to be in the best interest of CCPS.

This contract will be awarded to primary vendors, secondary vendors, and sub-awards for each category.

5. OTHER PROCEDURES

A. REQUIREMENTS CONTRACT CLAUSE

This is a Requirements Contract for Sign Language Interpreters, Teachers of Students with Vision Loss, & Teachers for Students with Hearing Loss. There are no guarantees as to the amount of service CCPS will require over the time period stated, and therefore, no liability for non-service.

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

B. CONSUMER PRICE INDEX (CPI)

The four (4) one year options to be exercised at the sole discretion of CCPS shall be granted price increases in accordance with the United States Department of Labor Consumer Price Index (CPI) as follows:

The CPI for “**All Urban Consumers (CPI-U): U.S. City Average, Other Services**” percent change, monthly, year, group" all items (1982-84-100) shall be used for the month the contract is renewed, i.e., renewal month of **August, 2016** will use the **CPI showing the percent change from August 2015 to August 2016**. Option Renewals will be based upon the CPI Index for the current month and year. Each successive option will be treated in the same manner. With the delay of appropriate data available upon extension of the contract, the increase/decrease in payment shall not be made for the second year of the contract until the Consumer Price Index is published and received by the Executive Director of Business Services for the month required to complete the price.

ADDITIONAL CONDITIONS

6. METHOD OF AWARD

It is CCPS intent to award a minimum of two (2) separate contracts for each skill set as specified in the bid schedule of this solicitation. CCPS intends to consider the **lowest, responsive, responsible bidder to become the “primary contractor” and the second lowest, responsive, responsible bidder to become the “secondary contractor.”** **Primary contractor for the purpose of this solicitation and resulting contract(s) shall mean the contractor who will be contacted first by CCPS to fulfill the requirements set forth in the contract. Secondary contractor for the purposes of this solicitation and resulting contract(s) shall mean the contractor who will be contacted by CCPS in the event the primary contractor is unable to fulfill the requirements set forth in the contract.**

See the following example:

	<u>Number of Individual(s) to Supply</u>	<u>Cost Per Hour</u>
Vendor A	3	\$50.00
Vendor B	3	\$48.00
Vendor C	3	\$50.34

CCPS intent would be to consider Vendor “B” for award of a contract as the “primary contractor” and vendor “A” as the secondary contractor. If contracts are awarded, when a skill set is needed, vendor “B” will be called upon first by CCPS to fulfill the requirements needed. If vendor “B” is unable to do so, then Vendor “A” will be contacted to fulfill the requirements needed. This process will be used in all three skill sets and may be extended to include additional contractors for award beyond the secondary.

7. EXISTING CONTRACT EMPLOYEES

CCPS reserves the right to retain personnel already employed through existing contracts to fulfill their contract requirements. However, future contracts will be filled by respondents awarded contracts through this process. All parties interested in providing this service to the District must submit a bid to be considered for future contracts.

8. PROFESSIONAL LIABILITY INSURANCE

In addition to the insurance requirements set forth in this solicitation on pages 10-12 of Bid Conditions, the contractor shall also provide to CCPS Purchasing Department Professional Liability insurance in an amount not less than \$1,000,000, within 15 days of notification of intent to award. The contractor shall maintain the insurance throughout the entire length of the contract.

9. CRIMINAL HISTORY BACKGROUND CHECK

Clayton County Public Schools (CCPS) must adhere to policy set forth in O.C.G.A. 20-2-211 which is the statute that covers fingerprinting and criminal history checks for employees of the school system. CCPS employees are defined in this regard as those who

ADDITIONAL CONDITIONS

directly receive a paycheck from our system. Contracted employees who are not paid directly by CCPS are not covered under O.C.G.A. 20-2-211.

It is the sole responsibility of the contracting agency to make certain that their employees have been cleared through a CCPS criminal history check. The results of these criminal history check are the property of CCPS. All expenses incurred from the criminal history check shall be covered by the contracting agency. The FBI strictly prohibits the dissemination of criminal history information to any outside source as it can only be used for the purpose it is taken and that would be employment with your company.

CCPS reserves the right to request that the contractor not permit any employee to be on the property of Clayton County Public Schools if the Contractor's employee is under investigation for any wrongdoing. Contractor shall agree to inform CCPS within 24 hours if Contractor's employee has been arrested, convicted or sued. Contractor shall comply with any request from CCPS to remove any contracted employee from CCPS property within 24 hours of the request. Contractor shall also agree to cooperate with CCPS to the fullest extent of any investigation of actual or alleged misconduct of any firm employee arising out of this Agreement. Failure to comply with any of the foregoing requests shall result in the contractor being deemed non-responsive and immediately barred from doing business with CCPS

10. DEBARMENT STATUS

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

Any bidder on a contract exceeding \$25,000 will be checked for debarment and suspension action in compliance with 7CFR 3017. The website www.sam.gov/ will be the official record of debarment and suspension activities.

11. RECEIPT OF ADDENDUM CLAUSE

Addenda issued to solicitations will be available at the CCPS Purchasing Department or on the department website located at www.clayton.k12.ga.us/departments/purchasing/bidindex.asp.

CCPS Purchasing Department shall not bear responsibility for receipt of addenda by mail. If vendors do not acknowledge receipt of all addenda the bid may be determined to be on-responsive.

12. BIDDER'S CHECKLIST

Vendor shall complete "bidder's checklist" in its entirety and return it with your bid.

ADDITIONAL CONDITIONS

13. INVOICING

A. Invoices shall be mailed to the following address:

Clayton County Public School
Attn: Elaine Loveless
1058 Fifth Avenue
Jonesboro, GA 30236

B. Purchases by the Clayton County Public School System are not subject to state or federal taxes. Tax Exemption Certificates will be provided upon request.

14. ADDITIONAL PAYMENT TERMS

The contractor shall submit a payment invoice the last day of each month providing a summary of services and associated costs. Copies of signed work logs are to be attached to the invoice. Invoices will be submitted to the attention of Elaine Loveless.

15. MANDATORY FORMS

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

- 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.

16. DELIVERY

Delivery shall be made only as authorized by Purchase Orders issued by Clayton County Public Schools.

17. CONTRACT AWARD

The lowest, responsive, responsible bidder 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

ADDITIONAL CONDITIONS

services will be utilized. A purchase order will be issued to authorize the purchase of the services. Delivery/release of services/commodities is not authorized until the issuance of a purchase order.

18. 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.

19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

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

20. DAMAGE, THEFT, ILLEGAL OR INAPPROPRIATE CONDUCT

The contractor shall be responsible for repairing or replacing to the satisfaction of CCPS, any damage caused by willful or negligent acts of its employees. The Contractor shall also be liable for any theft proven to be either committed by its employees or made possible by willful or negligent actions of its employees.

The Contractor must reimburse any costs incurred by CCPS due to illegal or inappropriate conduct by the Contractor's employees. Such costs shall include but not limited to the following:

- a. Rekeying or restoring of locks.
- b. Service charges levied by security alarm Contractors, law enforcement agencies or security companies due to false alarms.
- c. Payments to law enforcement agencies or security companies for investigations of conduct that prove a Contractor's employee's inappropriate or illegal conduct.
- d. Replacement cost of items missing or damaged, due to an employee's conduct.

ADDITIONAL CONDITIONS

21. OWNER'S REPRESENTATIVE

The owner's representative for this contract is Katrina King, Director of Exceptional Students or her designee.

SPECIFICATIONS

SCOPE OF WORK

Clayton County Public Schools seeks to contract with outside providers to provide Sign Language Interpreters, Teachers of students with Vision Loss and Teacher for students with Hearing Loss in accordance with all specifications, terms, and conditions as provided in this solicitation.

SPECIFICATIONS

The final awarded contract will consist of this solicitation (IFB 001-16), any addenda issued, the vendor's bid, and the award letter. If a contractor has additional terms, conditions, agreement(s), or contract(s), this information shall be included with your bid for review and consideration. CCPS will not consider additional agreements, terms or conditions if they are not included with your bid. If your company submits the lowest bid and there are terms and/or conditions that cannot be agreed upon, your bid may be considered non-responsive. CCPS shall not be billed for mileage and drive time between sites.

Sign Language Interpreters, Teachers of students with Vision Loss, and Teachers for students with Hearing Loss are needed for Clayton County Public Schools for the 2015-2016 school year. Contractor shall have qualified personnel under contract and ready to begin for the 2015/2016 school year as soon as the contract is awarded. Contractor shall inform CCPS upon award the total number of personnel available to fill the estimated number of positions. **CCPS reserves the right to seek personnel from other providers in the event the primary and/or secondary providers awarded a contract cannot fill the estimated number of positions.**

This is not an exclusive agreement. CCPS reserves the right to retain individual Sign Language Interpreters, Teachers of student with Vision Loss, and Teachers for students with Hearing Loss on its own accord, as deemed necessary by CCPS.

CCPS reserves the right to retain existing employed/contracted personnel providing these services.

Sign Language Interpreters, Teachers of students with Vision Loss, and Teachers for students with Hearing Loss shall work 186 days during the year CCPS is in session. The cost for personnel working less than the specified time will be pro-rated.

When additional personnel are needed and CCPS seeks to obtain the additional personnel from the contractor, CCPS will give the contractor notice of need and will allow the primary contractor 5 business days from date of notification to provide additional personnel. If the primary contractor is unable to provide the personnel within the allotted time period, CCPS will seek personnel from the secondary provider. If the secondary contractor is unable to provide the personnel within the allotted time period of 5 business days, CCPS will seek personnel from other providers.

CCPS reserves the right to interview and approve personnel prior to providing services to CCPS as a Sign Language Interpreter, Teacher of students with Vision Loss and Teacher for

SPECIFICATIONS

students with Hearing Loss. School system experience is preferred for all positions. Valid Georgia professional licensure or Georgia teaching certification in the assigned field is required for all personnel assigned as Sign Language Interpreter, Teacher of students with Vision Loss and Teachers for student with Hearing Loss. Valid licensure in the assigned field is required for all personnel assigned as Sign Language Interpreter, Teacher of students with Vision Loss and Teachers for student with Hearing positions. Documentation of certification and/or licensure shall be provided to the Owner's Representative of CCPS for approval prior to acceptance of the candidate for employment. CCPS reserves the right to determine the ability of a contractor to supply the services required to CCPS.

CCPS may recommend removal of any personnel from CCPS for unsatisfactory work performance. Provider shall immediately remove the unsatisfactory worker and replace the person with a qualified and CCPS approved person within 5 calendar days from the date of removal.

CCPS will provide required training in due process procedures and paperwork/record keeping requirements.

CCPS will perform all coordination and liaison services with contractor. This will include but not be limited to school assignments and/or any changes deemed necessary.

The Contractor at all times shall act as an independent contractor and not as an agent of CCPS. Neither the contractor, any of its employees, or others providing services to CCPS through the Contractor shall have any claims against CCPS for any benefits, including but not limited to sick leave, vacation pay, salary, retirement benefits, unemployment benefits or social security.

All Sign Language Interpreters, Teacher of Students with Vision Loss and Teacher of Students with Hearing Loss shall meet the Following Qualifications and Expectations:

- Hold current valid Georgia licensure and/or certification, per the Georgia Professional Standards Commission.
- Complete GACE assessments for all required content areas in which they are teaching as a teacher of record.
- Complete EIPA and passing with a score of 3.5 or higher or passing a national certification testing through RID for Sign Language Interpreters.
- Conduct student evaluations in accordance with CCPS procedures and timelines.
- Participate in the preparation of Individual Education Plans (IEPs) for students and participate in IEP meetings in accordance with CCPS procedures and timelines.
- Work a maximum of 40 hours weekly or as otherwise directed by CCPS Speech and Language Coordinator during the 186 day school term.
- Provide classroom instruction, peer/group work, modeling, and adaptations for academic vocabulary into native language (sign or spoken).
- Provide instruction with visual clarification of the material and information presented in a general curriculum to support the student's learning.
- Collaborate with members of in-school teams to plan and implement appropriate services for students.
- Maintain appropriate student files, which will remain the property of CCPS.
- Follow all CCPS policies and procedures.

SPECIFICATIONS

- Prepare required reports as directed by CCPS to monitor amount, type, and quality of services provided.
- Attend all requested meetings – faculty, eligibility, staff development, etc.,
- Provide any information requested and follow directives from CCPS supervisors.
- Participate, when appropriate, in Medicaid reimbursement billing programs.
- Demonstrate professional competencies and skills.

CLAYTON COUNTY PUBLIC SCHOOLS
218 Stockbridge Rd.
JONESBORO, GEORGIA 30236
Phone: (678) 479-4505
Fax: (678) 479-4506

IFB NO. 001-16

**SIGN LANGUAGE INTERPRETERS, TEACHERS OF STUDENTS WITH VISION LOSS AND TEACHERS
FOR STUDENTS WITH HEARING LOSS**

BID SCHEDULE

ITEM NO.	DESCRIPTION	EST. ANNUAL NUMBER	COST PER HOUR
1	Sign Language Interpreters	6	\$_____
2	Teacher of students with Vision Loss	2	\$_____
3	Teachers for students with Hearing Loss	3	\$_____

(a) Does company have the capability to accept electronic payment ? Yes ☐ No ☐

CLAYTON COUNTY PUBLIC SCHOOLS
218 Stockbridge Rd.
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Phone: (678) 479-4505
Fax: (678) 479-4506

IFB 001-16

**SIGN LANGUAGE INTERPRETERS, TEACHERS OF STUDENTS WITH VISION LOSS AND TEACHERS
FOR STUDENTS WITH HEARING LOSS**

VENDOR INFORMATION FORM

Company Name: _____

Address: _____

City/State/Zip: _____

Vendor Contact Person: _____

Telephone Number: () _____

Fax Number: () _____

Email Address: _____

AUTHORIZATION

The undersigned assures that this bid is a firm offer. In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by Clayton County Board of Education within twenty (20) days from the date of the bid opening, to furnish any or all of the items and services upon which prices are quoted, at the prices set opposite each item, delivered to the designated sites within the time specified in the bid. All other items in the Invitation for Bid must also prevail.

"I further certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards."

Name and Title of Authorized Signer
(Please print or type)

Authorized Signature

Date

This form must be returned with your bid

REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least two (2) years.

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____

This form must be returned with your bid

CLAYTON COUNTY PUBLIC SCHOOLS
218 Stockbridge Rd.
JONESBORO, GEORGIA 30236
Phone: (678) 479-4505
Fax: (678) 479-4506

IFB 001-16

**SIGN LANGUAGE INTERPRETER. TEACHERS OF STUDENTS WITH VISION LOSS AND
TEACHERS FOR STUDENTS WITH HEARING LOSS**

BIDDERS CHECKLIST

COMPANY: _____

ADDRESS: _____

- ☐ ☐ We acknowledge receipt of addendum(s).
- ☐ WE ACKNOWLEDGE THAT THERE ARE FOUR (4) OPTION YEARS WHICH WILL BE EXERCISED AT THE SOLE DISCRETION OF CCPS. OPTION YEARS SHALL HONOR THE SAME TERMS AND CONDITIONS AS THE BASE YEAR. PRICE INCREASES SHALL ONLY BE APPROVED BY CCPS EXECUTIVE DIRECTOR OF BUSINESS SERVICES AND SHALL BE BASED ON THE CONSUMER PRICE INDEX.
- ☐ No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- ☐ Prices listed on the bid schedule meet all specifications as specified.
- ☐ Prices listed on the bid schedule are F.O.B. Destination.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

DATE

IF NOT BIDDING, PLEASE COMPLETE ABOVE, CHECK APPLICABLE BOX BELOW AND RETURN THIS PAGE ONLY: (Please indicate No Bid with Bid Number on outside of envelope.)

- (A.) ☐ NO BID - Unable to bid at this time. Would like to receive future bids.
- (B.) ☐ NO BID - Remove from Bidder's List.

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE BID

APPENDIX A

CLAYTON COUNTY PUBLIC SCHOOLS

IMMIGRATION AND SECURITY FORM

- A. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011, OCGA 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 Illegal Immigration Reform and Enforcement Act of 2011 by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for 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 Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for 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 99 or fewer employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for 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.

- 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 _____, 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).7/29/2015

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: _____

BID NO.: _____

- ☐ 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 ►