

REQUEST FOR PROPOSALS

RFP NO. 005-17

ATHLETIC UNIFORMS



CLAYTON COUNTY PUBLIC SCHOOLS

LUVENIA JACKSON
Superintendent of Schools

KEN THOMPSON
Chief Financial Officer

A handwritten signature in blue ink, appearing to read "DBrewer", is written over a horizontal line.

Debra B. Brewer, Esq., CPPO
Director

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

Proposal Submission Deadline:
October 26, 2016
3:00 p.m. Eastern Standard Time (EST)

PROPOSAL SCHEDULE

EVENT	DATE OR DEADLINE Eastern Standard Time (EST)
Release of RFP	October 3, 2016
Non-Mandatory Pre-Proposal Conference	October 7, 2016, 10:00 a.m. Clayton County Public Schools 218 Stockbridge Road Jonesboro, GA 30236
Deadline For Submission of Questions	October 10, 2016, 3:00 p.m. Submit questions to: purchasing@clayton.k12.ga.us
Answers Posted to Website by Addendum	October 14, 2016, 3:00 p.m.
Proposal Submission Deadline	October 26, 2016, 3:00 p.m.
Interviews and Demonstrations, if required.	Week of November 7 - 11, 2016

PROPOSAL SUBMISSION FORM

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

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

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RFP 005-17

ATHLETIC UNIFORMS

A. INFORMATION AND INSTRUCTIONS TO PROPONENTS

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

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

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

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

- 15. Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFP contained in Appendix B, General Terms and Conditions, and Required Form Submittals.

15.1 CCPS reserves the right to issue solicitations for specific projects that are independent of this RFP. Except as stated in this RFP, successful Proponents under this RFP are not precluded from responding to such solicitations.

15.2 All interests of CCPS employees, officers or elected officials in Proponent's firm should be listed and disclosed with Proponent's response to this RFP.

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B. SUBMISSION OF PROPOSALS

1. **Ownership of Proposals:** Each Proposal submitted to CCPS shall become the property of the CCPS, without compensation to a Proponent, for use by the CCPS, in its discretion. CCPS shall not be liable for any proposal preparation costs incurred by Proponents, or for any subsequent work on the proposal or additional documentation required by CCPS.
2. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and must be marked as such.
3. **Proposal Submission Deadline:** Responses to this RFP will be received by Clayton County Public Schools (CCPS), Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia, 30236 until 3:00 P.M., Eastern Standard Time (EST) on October 26, 2016.
 - 3.1 Responses must be clearly labeled with the name of the project (RFP No. 005-17, ATHLETIC UNIFORMS), and the name and address of the Proponent.
 - 3.2 Responses should be addressed to: Director of Purchasing, Clayton County Public Schools, Purchasing Department, 218 Stockbridge Road, Jonesboro, GA 30236.
 - 3.3 Each Proponent is required to submit one (1) stamped "Original" and three (3) Duplicate Copies of its technical proposal, along with one copy in Adobe Portable Document format ("pdf") on a USB flash drive. CCPS assumes no liability for the differences in the information contained in the Proponent's printed proposal and that contained on the flash drive or device. In the event of any discrepancy, CCPS will rely upon the information in the printed proposal. Along with its technical proposal, Proponent must submit, in a separate and sealed envelope, one (1) stamped "Original" and three (3) duplicate copies of its Cost Proposal.
4. **Late Proposals.** Late Proposals received will not be considered. Time will be determined using the Purchasing Department clock. Bids delivered to other locations within CCPS will not be considered. CCPS is not responsible for misdirected mail or items delivered late by carriers.
5. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for October 7, 2016, at 10:30 A.M., EST at CCPS, Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30326. Attendance at the Pre-Proposal Conference is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend. During the Pre-

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

6. **Solicitation Questions:** Any questions regarding this RFP should be submitted on or before October 12, 2016 at 3:00 p.m., EST. All questions must be submitted in writing to Debra B. Brewer, Director, CCPS, Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30236, or by email with the RFP name and number in the subject line to purchasing@clayton.k12.ga.us. Questions received after the designated period may not be considered. Verbal responses are not authoritative. Answers to questions will be made by addendum posted to the CCPS website not later than 3:00 p.m. EST on October 14, 2016. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this solicitation by monitoring the CCPS website at <http://www.clayton.k12.ga.us/cms/One.aspx?portalId=54515&pageId=95198>.
7. **Prohibited Contacts:** All Proponents and representatives of Proponents are strictly prohibited from contacting CCPS employees, CCPS Officials, Elected Officials or any third party representatives of CCPS on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made in writing to the CCPS Purchasing Department.
8. **Oral Presentations/Interviews:** Responsive Proponents may be required to make an oral presentation of their proposed solution to a CCPS Evaluation Committee. Representatives of the Key Personnel as identified in the Proponent's proposal, and those with decision making ability and authority speak on behalf of and to bind the Proponent, must be active participants in the oral presentation. If required, oral presentations will be held during the week of November 7 - 11, 2016. CCPS will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
9. **Examination of Proposal Documents:**
 - 9.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

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

RFP 005-17

ATHLETIC UNIFORMS

1. INTRODUCTION

1.1 INTENT TO AWARD

CCPS intends to make one (1) award; however, the CCPS reserves the right to make multiple awards or no award for RFP No: 005-17 ATHLETIC UNIFORMS.

1.2 TERM OF AGREEMENT

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

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

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

1.3 BACKGROUND

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

1.4 OBJECTIVE

Clayton County Public Schools ("CCPS") is seeking qualified suppliers to provide Athletic Uniforms on an as needed basis for our schools.

2. SCOPE OF SERVICES

The awarded vendor must partner with the District for fundraisers, and support District initiatives in other ways as appropriate.

These uniforms are for use by the District's middle and high school sports teams and staff. Items are defined as the individual articles of clothing that comprise the uniform, including tops, bottoms, belts, caps and socks.

- 2.1 Suppliers must provide uniforms for middle and high school sports teams and staff. Uniforms must be competition uniforms.
- 2.2 Suppliers must be able to provide uniforms for the following activities:
 - a. baseball
 - b. basketball
 - c. cheerleading
 - d. cross country
 - e. football
 - f. soccer
 - g. softball
 - h. track
 - i. volleyball
 - j. wrestling
- 2.3 Proponent must provide Dri-Fit uniforms made of 100% Polyester or a Polyester/Spandex blend.
- 2.4 CCPS does not guarantee any minimum or maximum number of uniforms to be ordered. The number of participants determines the quantities purchased.
- 2.5 CCPS does not guarantee any minimum or maximum number of teams, players, or sponsors. Quantities are based on the number of participants.
- 2.6 CCPS will prepare all necessary artwork and deliver it to the supplier. However, the supplier is responsible for converting artwork into required formats as needed.
- 2.7 All artwork provided by CCPS remains the property of CCPS and must be returned at the request of CCPS upon the delivery and acceptance of the purchased product(s) or at the request of CCPS.

- 2.8 Proponent must screen and embroider all official athletic logos on products per the request of CCPS.
- 2.9 Proponent must be able to apply one color screen to middle school uniforms and two color screens or one color Twill to high school uniforms.
- 2.10 Proponent must resolve screen print errors and deliver corrected uniform within 48 hours of call reporting the problem.
- 2.11 CCPS reserves the right to reject uniforms when items do not meet CCPS quality standards, or when there are defects caused or by fabric flaws, stains, spots, missed stitches, open seams, printing and embroidery flaws, or similar flaws.
- 2.12 The Proponent will be responsible for the return and replacement of all items rejected because they do not meet CCPS quality standards.
- 2.13 Proponent must confirm ability to provide uniforms in the colors identified in Exhibit 2, Clayton County Public Schools School Colors.
- 2.14 The Proponent must provide a designated account representative who will serve as the single point of contact for the CCPS Athletic Director and coaches. The Designated Account Representative must respond on site within two business days of receipt of a call according to the CCPS 2016 School Calendar in Appendix C.
- 2.15 The Proponent's representative must provide the CPPS Athletic Director with resolutions to outstanding issues within two (2) business days after a call is received. Commitments made orally must be followed by a written summary of the agreed upon resolution.
- 2.16 In the event of manufacturer discontinuation of a contract item, Proponent must substitute an item with equal or better quality for the same or less cost than the discontinued item. The supplier must not substitute any item without final approval of CCPS. CCPS shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.
- 2.17 Proponents must fully coordinate its activities related to on-site visits to coaches with those of CCPS.
- 2.18 Proponent must provide samples of proposed softball, football, wrestling, soccer and volleyball uniforms. If samples are to be returned, Proponents are responsible for expenses for the return. Proponents must indicate in their proposal whether return of samples is requested. All materials delivered by the awarded vendor must be the same as the sample provided in both material and workmanship.

- 2.19 Awarded vendor must provide CCPS with one item of each size requested in this RFP for fitting purposes.

3. MINIMUM QUALIFICATIONS

- 3.1. Proponents must have a minimum of three (3) years of experience successfully implementing and providing similar athletic uniforms to clients.
- 3.2. Proponents must provide merchandise catalogs and a sample order form with the Proponent's proposal.
- 3.3. Proponents must demonstrate the capacity and infrastructure to concurrently provide the required services to approximately Twenty-Five (25) schools within CCPS.
- 3.4. Proponents must demonstrate the ability to provide services, for the initial term of any contract resulting from this RFP, beginning in the Fall of 2016 and continuing through the entire school year ending in May of 2017. A copy of the current General School Calendar and Holidays is attached hereto as Appendix C.

4. EVALUATION PROCESS

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

Relative Weight	ITEM FOR EVALUATION	Maximum Points
5%	Executive Summary	5
30%	Description of Services and Approach	30
30%	Experience and Qualifications of Key Staff	30
15%	Experience and Performance on Other Projects	15
10%	Organizational and Financial Capability	10
10%	Cost Proposal	10
100%	TOTAL SCORE	100

Optional Oral Presentations and Product Samples	Scoring Value
Oral presentations/interviews and demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and product samples will be added to the Proponent's total score.	Maximum Points 10

5. PROPOSAL PREPARATION AND GUIDELINES

5.1. PROPOSAL FORMAT

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

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

5.1.2. Cost Proposal. The Cost Proposal Form affixed hereto as Exhibit 1, must be completed in its entirety and returned in a **Separate and Sealed Envelope** with Proponent's proposal. The Cost Proposal Form will become a part of any contract resulting from this RFP. CCPS may solicit Best and Final Offers, and discussions may be conducted with responsible Proponents who submit proposals determined reasonably susceptible to being selected for award.

Proponents must provide the total cost associated with the proposed items. Include an itemized price list and description of available items, and related services. Identify the cost structure, if any, (by component pieces or complete uniform) and whether the costs are variable or fixed. The cost is to be inclusive of all applicable resources provided by the vendor. All costs, direct and indirect, including those for materials are to be incorporated within the total cost and will not be paid in addition to or separately from the total cost.

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

5.2. CONTENTS OF TECHNICAL PROPOSAL

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

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

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

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

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

5.2.2.2. A declarative statement as to whether;

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

5.2.2.2.2. Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

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

5.2.2.2.4. Proponent or any of the Proponent's employees, agents, independent contractors or subcontractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

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

5.2.3. Description of Commodities and Services. Proponent should describe the procedures and methods that will produce the required products and services specified herein. Proponent should explain its approach in terms of order processing, staff and product quality assurance/quality control, problem resolution, and customer service. Such information should include but not be limited to:

5.2.3.1. Description of Proponent's timeline for providing uniforms once an order is placed;

5.2.3.2. Description of Proponent's ability to provide fill-in uniforms or replacement uniforms for items damaged over time with items that match previously purchased uniforms items;

5.2.3.3. Description of Proponent's buying cycles, deadlines for ordering, and other mandates;

5.2.3.4. Description of how Proponent will partner with CCPS for fundraisers and in other ways to help raise funds;

5.2.3.5. Description of Proponent's online purchasing options and available features;

5.2.3.6. Description of policies and procedures governing the use of credit cards for purchases;

- 5.2.3.7. Description of how your company plans to handle shipping and handling charges;
- 5.2.3.8. Description of return policies and procedures;
- 5.2.3.9. Description of Proponent's customer service program;
- 5.2.3.10. Description of any added incentives Proponent will provide or other resources or services your company can make available to help meet the needs of CCPS.

5.2.4. Experience and Qualifications. Statement of Qualifications must be presented in the same order as they are listed below. Attachments that amplify responses or provide relevant illustrations are welcome.

5.2.4.1. Identify any outside specialized vendor(s) Proponent intends to use as a Sub-Contractor for the management of the work, or major portion thereof. The Proponent must submit information on the Sub-Contractor, which shall include: specialized Sub-Contractor's resume, company history, address, details of experience with similar type of projects during the last five (5) years, and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed Sub-Contractor identifying work on projects similar to that to be performed under this RFP; and

5.2.4.2. Describe the Proponent's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with CCPS. Also, provide Proponent's geographical location of the office that will be primarily responsible for CCPS projects.

5.2.5. Experience and Performance on Other Projects. Describe the Proponent's experience and qualifications in providing services as widely described in the Scope of Services.

5.2.5.1. Provide four (4) references for which you have provided services similar in size and scope. References are to be provided utilizing the References and Release Form provided in Appendix D, Required Forms.

5.2.6. Financial Information Forms.

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

- 5.2.6.1. Instructions.** If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.
- 5.2.6.2. Financial Information:** The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests below with the Proposal.
- 5.2.6.3.** Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows.
- 5.2.6.4.** Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
- 5.2.6.5.** Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

6. REQUIRED FORM SUBMITTALS

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

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APPENDIX A



PURCHASING DEPARTMENT *CODE OF ETHICS*

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

APPENDIX B

GENERAL TERMS AND CONDITIONS

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

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

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

The 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. CCPS reserves the right to modify these terms should extenuating circumstances prevail.

- III. **Non-Appropriation.** Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by CCPS solely from appropriations received by CCPS. In the event such appropriations are determined, in the sole discretion of the Chief Financial Officer of CCPS, no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CCPS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Chief Financial Officer for CCPS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

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

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

regulatory agencies of CCPS.

VI. Insurance.

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

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

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

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

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

forth below. The rating for each company must be indicated on the certificate of insurance.

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

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

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

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

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

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

c. Comprehensive General Liability Insurance

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

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

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

d. Automobile Liability Insurance

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

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

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

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

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

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

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

XI. Confidential Information.

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

The Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

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

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

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

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

XIII. Audit Inspection Rights.

- a. **General.** Consultant will provide to CCPS, and any Person designated by CCPS, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of

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

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

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

XV. **Consultant Affidavit and Compliance.**

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

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

XVI. Performance of Agreement.

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

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

CCPS, its departments, all elected and appointed officials, to include, but not limited to, its directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

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

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

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

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

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

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

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

origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

XXI. Default and Termination.

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

applicable grant funding is terminated or expires.

XXII. Miscellaneous Provisions

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

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

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

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

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APPENDIX C
GENERAL SCHOOL AND HOLIDAY SCHEDULE

Clayton County Public Schools

2016-17 School Calendar



2016 (87)

2017 (93)

July 2016

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

NEW TEACHER ORIENTATION

January 2017

Monday	Tuesday	Wednesday	Thursday	Friday
Staff Development	1	2	3	4
5	6	7	8	9
MLK's B'day	10	11	12	13
14	15	16	17	18
19	20	21	22	23

August 2016

Monday	Tuesday	Wednesday	Thursday	Friday
Pre-Planning	Pre-Planning	Pre-Planning	Pre-Planning	Pre-Planning
First Day	2	3	4	5
6	7	8	9	10
11	12	PLD	14	15
16	17	18	19	20

February 2017

Monday	Tuesday	Wednesday	Thursday	Friday
		21	22	23
24	25	26	27	28
29	30	31	32	PLD
Presidents's Day	BREAK	34	35	36
37	38	39	40	41

September 2016

Monday	Tuesday	Wednesday	Thursday	Friday
			19	20
Labor Day	21	22	23	24
25	26	27	28	29
30	31	PLD	33	34
35	36	37	38	39

March 2017

Monday	Tuesday	Wednesday	Thursday	Friday
		39	40	41
42	43	44	45	46
47	48	49	50	51
52	53	54	55	56
57	58	59	60	61

October 2016

Monday	Tuesday	Wednesday	Thursday	Friday
40	41	42	43	PLD
BREAK	45	46	47	48
49	50	51	52	53
54	55	56	57	58
PLD				

April 2017

Monday	Tuesday	Wednesday	Thursday	Friday
3	4	5	6	7
10	11	12	13	14
62	63	64	65	66
67	68	69	70	71
72	73	74	75	76

November 2016

Monday	Tuesday	Wednesday	Thursday	Friday
	60	61	62	63
64	National Election Day	65	66	67
68	69	70	71	72
21	22	23	24	25
THANKSGIVING				
73	74	75	76	77

May 2017

Monday	Tuesday	Wednesday	Thursday	Friday
77	78	79	80	81
82	83	84	85	86
87	88	89	90	91
92	Last Day	93	Post planning	Post planning
Memorial Day				

December 2016

Monday	Tuesday	Wednesday	Thursday	Friday
			76	77
78	79	80	81	82
83	84	85	86	87
19	20	21	22	23
SEMESTER BREAK				
26	27	28	29	30
SEMESTER BREAK				

June 2017

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

APPENDIX D
REQUIRED FORMS

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFP 005-17 ATHLETIC UNIFORMS
Name of Project

Clayton County Board of Education
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFP 005-17 ATHLETIC UNIFORMS

Name of Project

Clayton County Board of Education

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____



Clayton County Public Schools Substitute W-9 Form

Request for Taxpayer Identification Number and Certification

Vendor Number if previously assigned: _____

* Name (List legal name, if joint names, list first the name of the person whose TIN you enter in Part I)
_____Business Name, if different from above. Example: Doing Business As "J. Doe Construction"
_____Check appropriate box: ☐ Individual ☐ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other _____

Please check the type of services rendered by the vendor.

☐ Materials Only ☐ Services Only ☐ Materials and ServicesLegal Address: number, street, and apt. or suite no.
_____Remittance Address: if different from legal address.
_____City, state and ZIP code
_____, GA _____Remittance City, state and ZIP code
_____, _____Phone #
() _____Fax #
() _____Remittance Phone #
() _____Remittance Fax #
() _____Email Address
_____Contact Person

Part I Taxpayer Identification Number (TIN)

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

Social Security Number _____

OR

Tax Payer Identification Number _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. citizen (including a U.S. resident alien).

Certification instructions. ☐ Please check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, this does not apply.

Part III Potential Conflict Disclosure

Please disclose any relationships with current or former Clayton County Public Schools employees to include employees with vested interest in your organization.

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

Authorized Signature ► _____

Date ► _____

RFP 005-17**ATHLETIC UNIFORMS****PROPONENT REPRESENTATIONS AND DECLARATIONS**

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

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

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

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

(Page 1 of 3)

- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
 - c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
- 4. Debarment.** 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.
- 5. Covenant of Non-Discrimination.** The undersigned understands that it is the policy of CCPS to promote full and equal business opportunity for all persons doing business with the CCPS. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.
- 6. Certify Satisfaction of all Underlying Obligations. (If Applicable).** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by CCPS, the Contractor shall certify to CCPS in writing, in a form satisfactory to CCPS, that all subcontractors, materialmen suppliers and similar firms or persons involved in the CCPS contract have been paid in full at the time of final payment to the Contractor by CCPS or will be paid in full utilizing the monies constituting final payment to the Contractor.
- 7. Proponent Declarations:**
- a. I, the undersigned, have carefully examined and fully understand the CCPS General Terms and Conditions and this solicitation in its entirety, including all required forms and Proponent Representations, and agree to conform with every requirement. I certify that I am authorized to sign this quote for the Proponent. Signing this form affirms that the Original Request for Proposal Document has not been altered in any way.
 - b. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in

(Page 2 of 3)

all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Proponent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

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

Notary Public of _____(state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____

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

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

Notary Public of _____(state)

My commission expires: _____

(Page 3 of 3)

REFERENCE AND RELEASE FORM

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

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

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

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

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

Authorized Signature: _____ Date: _____

RFP 005-17
ATHLETIC UNIFORMS
SOLICITATION CHECKLIST

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

- ☐ Acknowledgement of all addendum.
- ☐ One original and three (3) duplicate copies - 4 copies of all information included with response.
- ☐ One duplicate copy of all proposal documents saved in portable document format (pdf) on a flash drive has included with response.
- ☐ The proposal has been signed by an authorized principal or authorized official of the firm.
- ☐ No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- ☐ Proponent acknowledges and is prepared to provide the insurance required in this solicitation.

COMPANY NAME

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

EXHIBIT 1

COST PROPOSAL FORM

**RFP 005-17
ATHLETIC UNIFORMS**

Proponent will furnish all labor, travel, resources, materials, tools, equipment and services required to complete satisfactorily the Services requested in this RFP for the Total Cost as stated below. All costs listed are inclusive. CCPS will not be responsible for charges not identified via this Cost Proposal Form.

Proponent/Firm Name: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

(Insert/Affix Cost)

EXHIBIT 2

RFP 005-17 ATHLETIC UNIFORMS

Clayton County Public Schools School Colors

High Schools

<u>School Name</u>	<u>School Colors</u>
Charles Drew	Vegas Gold/Navy
Elite Scholars	Navy/ Old Gold
Forest Park	Maroon/Vegas Gold
Jonesboro	Red/Black
Lovejoy	Columbia Blue/Navy Blue
Morrow	Hunter Green/Vegas Gold
Mount Zion	Red /Black
Mundy's Mill	Orange/Navy
North Clayton	Royal Blue/Red
Riverdale	Black/Silver

Middle Schools

<u>School Name</u>	<u>School Colors</u>
Adamson	Royal Blue/Orange
Babb	Navy/Red
Elite Scholars	Navy/Old Gold
Forest Park	Maroon/Vegas Gold
Jonesboro	Red/Black
Kendrick	Navy/Vegas Gold
Lovejoy	Purple/Vegas Gold
Morrow	Green/ Yellow Gold
Mundy's Mill	Red/Black
North Clayton	Orange/Navy
Pointe South	Black/Red/Silver
Rex Mill	Black/Yellow Gold
Riverdale	Columbia Blue/Yellow Gold
Roberts	Maroon/Silver
Sequoyah	Navy/Silver
White Academy	Teal/Purple