Rockdale County Public Schools Purchasing Department
1062 North Street
Conyers, Georgia 30012

Request for Proposals

For

Compensation Study

August 21, 2025

RFP Number:	**2026-0001**
Due Date:	**September 11, 2025**
Time Due:	**11:00 a.m. ET**
NIGP Commodity Code(s):	**952-38**

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

NOTICE TO PROPOSER:

Rockdale County Public Schools invites vendors to submit a proposal to provide a compensation study. Outstanding solicitations may be viewed at: https://rockdaleschools.bonfirehub.com/portal/?tab=openOpportunities.

If you are unable to download these documents, you may contact the RCPS Purchasing Director: Marki Dixon at (770)860-4295or mdixon@rockdale.k12.ga.us.

A pre-proposal conference will be held on August 28, at 11:00 a.m., ET at Rockdale County Public Schools Board Room, at 960 Pine Street Conyers, Georgia, 30012. Online submittal instructions can be viewed at the following location online: https://rockdaleschools.bonfirehub.com/opportunities/198257.

Proposals shall be submitted online at https://rockdaleschools.bonfirehub.com/opportunities/198257. The Office of Purchasing and Warehouse Operations Services will only accept bids submitted online. Proposal submissions are due no later than 11:00 a.m., ET September 11, 2025 (as determined by the time stamp clock when submitted online).

RCPS will ***only*** accept online submissions for this RFP. Proposals can be submitted online at: https://rockdaleschools.bonfirehub.com/opportunities/198257. Bids submitted after the bid close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

To ensure proper and timely online submission please adhere to the dates and times outlined below.

ROCKDALE COUNTY PUBLIC SCHOOLS

Marki J. Dixon

Marki Dixon
Director of Purchasing and Warehouse Operations Services

TENTATIVE TIMELINE

08/21/2025	Release RFP to the marketplace
08/28/2025	Pre-proposal conference, 11:00 a.m., ET
08/29/2025	Deadline for written questions, 5:00 p.m., ET
09/05/2025	Response to questions to be posted to Bonfire
09/11/2025	RFP due online Bonfire by 11:00 a.m., ET
09/11/2025	Administrative Review
09/16/2025	Evaluation
10/16/2025	Recommendation to the RCPS Board of Education

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

TABLE OF CONTENTS

Specifications	pg. 4
General Terms and Conditions	pg. 6
Certificate of Non-Collusion	pg. 21
Anti-Collusion Affidavit	pg. 22
Non–Submittal Response Form	pg. 23
Offeror Affirmation Form	pg. 24
Offeror Information Form	pg. 25
Offeror Reference Form	pg. 26
Joint Venture Affidavit	pg. 27
Primary Vendor / Subcontractor Utilization	pg. 30
Promise of Non-Discrimination	pg. 31
Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)	pg. 32
Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3)	pg. 33
Affidavit of Exception	pg. 34
Local Preference	pg. 35
Solicitation Checklist	pg. 36
Rockdale County Public Schools Contract	pg. 37
Rockdale County Public Schools Signature Page	pg. 62

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

1.0 PURPOSE

1.1 The Rockdale Board of Education (hereinafter, "ROCKDALE COUNTY PUBLIC SCHOOLS" or "RCPS") invites qualified vendors to submit a proposal to provide a comprehensive compensation review.

1.2 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. ROCKDALE COUNTY PUBLIC SCHOOLS, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by ROCKDALE COUNTY PUBLIC SCHOOLS.

2.0 CURRENT SITUATION

2.1 Rockdale County Public Schools presently have approximately 2,300 full-time employees and 13 salary schedules.

2.2 The last evaluation of compensation and classifications was completed (5) five years ago.

3.0 SCOPE OF WORK

3.1 Vendor shall provide the following:

a. Conduct a full market salary analysis with comparable labor markets statewide to include Metro RESA and neighboring School Districts (Newton, Henry, and Walton).
b. With RCPS leaders, collaboratively develop a new RCPS Compensation Philosophy that supports RCPS efforts to attract and retain the best talent, while establishing a consistent and competitive market position within RCPS budget restrictions.
c. Analyze and update salary schedules while minimizing compression and assuring internal fairness and external competitiveness.
d. Establish guidelines that govern classification and compensation for all RCPS employees. Also, include recommendations for compensation guidelines that will protect the integrity of the compensation system when or if budget constraints threaten the system.
e. Evaluate all full-time RCPS employees' current salaries and make recommendations To establish proper salary placement, eliminate compression issues, and close the gap where inequities occur. Include the financial cost to the district, timelines, and an implementation strategy.
f. Develop and implement performance based and/or criteria-based salary bands in identified areas. The salary bands at the school level would only apply to Principals. Salary bands at the district office would be designed for Director level positions and above.
g. Evaluate existing compensation and classification processes and make recommendations that align with business standard best practices.
h. Develop a comprehensive employee communications plan to inform on the results of study, the new compensation philosophy of the district, and the implementation of changes that have been recommended.
i. Upon completion of the compensation study, the consultant shall provide training to appropriate district staff on the utilization and maintenance of the Compensation and Classification System. This includes ensuring that all processes are in place, working, and

understood by the organization. Additionally, the consultant should provide all digital and/or hard copy documentation and other relevant materials so the district will be able to maintain the system independently of the consultant following the implementation of the compensation study.

j. Rockdale County Public Schools expects on-going and open communications between our Human Resources Division and the consultant over the course of the study. Bi-Monthly meetings to update and inform progress with the HR team are mandatory.

k. The consultant, upon request of the project owner, will provide status updates and/or present to Rockdale County Public Schools Senior Cabinet, Board of Education, and other important stakeholders.

3.2 Invoicing

Invoices may be submitted for the following work upon completion as specified below:

Item	Description	% Payout
1	Conduct a full market salary analysis with comparable labor markets both statewide and nationally.	5%
2	With RCPS leaders, collaboratively develop a new RCPS Compensation Philosophy that supports RCPS efforts to attract and retain the best talent, while establishing a consistent and competitive market position within RCPS budget restrictions.	5%
3	Analyze and update salary schedules while minimizing compression and assuring internal fairness and external competitiveness.	15%
4	Establish guidelines that govern classification and compensation for all RCPS employees. Also, include recommendations for compensation guidelines that will protect the integrity of the compensation system when or if budget constraints threaten the classification and compensation system.	5%
5	Evaluate all full-time RCPS employees' current salaries and make recommendations to establish proper salary placement, eliminate compression issues, and close the gap where inequities occur. Include the financial cost to the district, timelines, and an implementation strategy.	30%
6	Develop and implement performance based and/or criteria-based salary bands in identified areas. The salary bands at the school level would only apply to Principals. Salary bands at the district office would be designed for Director level positions and above.	20%
7	Evaluate existing compensation and classification processes and make recommendations that align with business standard best practices.	5%
8	Develop a comprehensive employee communications plan to inform on the results of study, the new compensation philosophy of the district, and the implementation of changes that have been recommended.	5%
9	Upon completion of the compensation study, the consultant shall provide training to appropriate district staff on the utilization and maintenance of the system. This includes ensuring that all processes are in place, working, and understood by the organization. Additionally, the consultant should provide the necessary documentation and other materials so the district will be able to maintain the system independently of the consultant following the implementation of the compensation study.	10%

3.3 Working on an RCPS Site

a. The Consultant is expected to work on site and in conjunction with RCPS staff when necessary.
b. Access to personnel records and district data is to remain confidential and secure at all times.

4.0 GENERAL INFORMATION:

4.1 All communication regarding this solicitation must be with Marki Dixon, the Director of Purchasing for RCPS.

4.2 All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://rockdaleschools.bonfirehub.com/opportunities/198257.

4.3 All addendums related to this solicitation will be posted on Bonfire website at https://rockdaleschools.bonfirehub.com/opportunities/198257. It is the offeror's responsibility to check the Bonfire website for any addendums, responses to offeror questions, or other communications related to this solicitation.

4.4 Vendor is not required to submit proof of insurance with bid but must submit within five (5) business days after receiving a letter of intent. The insurance requirements are included in section 7 of the General Terms and Conditions.

4.5 The ACORD certificate of insurance must list Rockdale County Public Schools as the additional insured and list the solicitation name and number.

4.6 Vendor agrees to and shall extend all of the same pricing, terms and conditions quoted to Rockdale County Public Schools (RCPS), to all RCPS authorized charter schools through a separate legal agreement with the charter school (with the expectation that payment and coordination of services will be worked out individually between vendor and the respective charter school). While charter schools are separate legal entities from RCPS, they do serve RCPS students and are a part of the RCPS school district.

5.0 GENERAL TERMS AND CONDITIONS

5.1 By submitting a response to this request, the offeror accepts the responsibility of reading, understanding and abiding by the General Terms and Conditions below:

1. INTRODUCTION

To be entitled for consideration, proposals shall be submitted online at https://rockdaleschools.bonfirehub.com/portal/?tab=openOpportunities. The Office of Purchasing and Warehouse Operations Services will only accept proposals submitted online. Proposals submissions are due 11:00 a.m., ET on the date outlined in each solicitation (as determined by the time stamp clock when submitted online).
Proposals can be submitted online at:
https://rockdaleschools.bonfirehub.com/portal/?tab=openOpportunities. Proposals submitted after the proposal close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

2. OWNER

The Owner for whom the work will be executed is: Rockdale Board of Education (hereinafter "RCPS", "District", or the "Board").

3. PURCHASING POLICY

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

4. ADDENDUM

Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. No oral interpretations will be made to Offeror as to meaning of solicitation documents. Requests for such interpretations shall be made in writing to the Executive Director of Purchasing and Warehouse Operations Services not later than seven (7) days prior to the time for receiving proposals, and failure on the part of the successful vendor to submit a written request for interpretation shall not relieve them of the obligation to execute such work in accordance with a later interpretation by the RCPS. All interpretations made to the offerors shall be made in the form of an addendum to the solicitation documents and sent to all who have obtained these solicitation documents from the RCPS Purchasing Department. If solicitation documents were obtained via the RCPS website, review website for any addendum(s) up until the date and time proposal is due.

It is the offeror's responsibility to check the RCPS website for any addendums, responses to vendor questions, or other communications regarding the solicitation.

5. VENDOR ELIGIBILITY AND FORMAL SOLICITATION INFORMATION

Vendor Registration

In order to do business with RCPS a vendor must first register with the Purchasing Department. The vendor must complete and submit a request to the Financial Division in the Office of Business Services.

The application takes 5-7 business days to process. Once the application has been processed the vendor will be assigned a vendor number. Vendors are responsible for notifying Purchasing Department of any changes in company or company contact information.

Eligibility

Because RCPS is committed to awarding contracts to responsible parties, entities listed on the United States Government's System For Award Management (sam.gov) that have an active exclusion will not be eligible for a contract award.

RCPS policy requires that all contractors, consultants, or vendors providing services on RCPS premises be fingerprinted and submit to a criminal record check initiated by RCPS prior to providing services to RCPS. There is a fee of $45.00 per individual payable by money order associated with the background check. The payment of this fee is the sole responsibility the vendor, consultant, vendor or the employing company. Any contract awarded pursuant to this solicitation is contingent upon compliance with this requirement and a satisfactory background check as determined by RCPS.

Formal Solicitations

Under board policy DJEA a formal solicitation is required for all purchases and contracts that exceed $25,000. All formal solicitations must be conducted by the Procurement Service Department. All contracts with a total value over $100,000 require board approval.

All formal solicitations are advertised on:
(1) Bonfire website at https://rockdaleschools.bonfirehub.com/portal/?tab=openOpportunities

(2) Georgia Procurement Registry at https://ssl.doas.state.ga.us/PRSapp/

Vendors are encouraged to visit the RCPS website periodically to view outstanding solicitations and register as a supplier with the Georgia Procurement Registry.

6. INDEMNIFICATION
The vendor shall indemnify, hold harmless and defend the Board, its agents, servants and employees from and against any and all claims, liability, losses, charges, expenses (including attorney fees) and / or cause of action, which may arise from any negligent act, or omission of the vendor, its agents, servants, or employees in the performance of services under this contract.
The vendor further agrees to indemnify, hold harmless and defend the Board, its agents, servants and employees from and against any claim, demand, liability loss, charges, expenses (including attorney fees) and or cause of action of whatever kind or nature arising out of any conduct or misconduct of the vendor not included in the paragraph above and for which the board, its agents, servants or employees are alleged to be liable.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the Board's right to assert under any circumstances whatsoever its claims of governmental and or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

7. INSURANCE
Upon receipt of Intent to Award, vendor shall provide a current certificate of insurance as required within five (5) days after notification issued by the RCPS Purchasing Department.

A. The following general insurance requirements apply to any and all work under this contract by all vendors and subcontractors of any tier.
   1. Any and all insurance required by this contract with each and 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 RCPS. Any and all insurance must be on an occurrence basis.
   2. No vendor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
   3. RCPS shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
   4. RCPS shall be given no less than thirty (30) days notice of cancellation. RCPS shall be given no less than thirty (30) days prior written notice of any material change of any

insurance required under this contract. The Rockdale County Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

5. Each and every insurance agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the company or companies affording insurance coverage under the contract and that he or she 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.
6. Any and all companies providing insurance required by this contract shall 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

7. In the event the vendor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, RCPS 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 vendor or RCPS shall have the right to cancel the contract.

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

The vendor 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 this contract.

Worker's Compensation		Statutory
Employer's Liability		
(1)	Bodily Injury by Accident	$100,000 each accident
(2)	Bodily Injury by Disease	$100,000 each employee
(3)	Bodily Injury by Disease	$500,000 policy limit

This requirement does not apply to any business that regularly has in service less than three employees in the same business within the state of Georgia.

C. Comprehensive General Liability Insurance

The vendor shall procure and maintain Comprehensive Insurance in an amount not less than $1,000,000 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 this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance
The vendor shall procure and maintain Automobile Liability Insurance in an amount not less than $1,000,000 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 must be covered.
If the vendor does not own any vehicles in the corporate name, non-owned vehicles coverage
shall apply and must be endorsed on either the vendor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

8. CONTRACT AWARD
Typically, a contract is awarded to the responsible Offeror whose proposal is determined, at the discretion of RCPS, to be the most advantageous to RCPS. RCPS reserves the right to refuse to award a contract to any Offeror, however.

9.LOCAL PREFERENCE
In order to encourage and promote Rockdale County Public Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals (RFP's) and bids (IFB's) from local businesses based on the following rules.

Local preferences are prohibited when federal funds are the source of funding. Local businesses that wish to receive preferential consideration shall submit a copy of their Occupation Tax Registration Certificate issued by Clayton, Cobb, DeKalb, Fulton, Gwinnett, Henry, Newton, or Rockdale counties or by a city government located with the five-county metro area (e.g. Atlanta, Conyers, Covington, Decatur, Henry, Marietta etc.) covering the last 12-month period to certify qualification or the preference as part of each proposal or response.

10. NON-DISCRIMINATION
The vendor agrees to not discriminate against any person or persons in employment or refuse to continue the employment of any person or persons, because of such person's or persons' race, color, religion, gender, national origin, age, veteran status, disability, familial status or sexual orientation.

11. PROTESTS
Written protests relative to the specifications or the solicitation document shall be filed not later than five (5) working days prior to requested due date. Other written protests shall be filed not later than five (5) working days after requested due date, or if the written protest is based on subsequent action of the RCPS, not later than five (5) 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 Purchasing and Warehouse Operations Services. Protests that are not filed in a timely manner, as set forth above will not be considered.

12. TAXES
RCPS is exempt from all state sales tax and federal excise tax. These taxes shall not be included in pricing.

13. COMPLIANCE WITH APPLICABLE STATE, FEDERAL AND LOCAL LAW
The vendor shall at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable State, Federal and local laws, ordinances, rules and

regulations. The vendor shall agree that in the performance of the contract, the vendor will comply with all local agreements which the vendor has 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.

14. COMMENCEMENT, EXECUTION AND COMPLETION
The vendor shall commence work under a contract at the time specified in the purchase order or written notice from the owner and shall execute and complete such work with competence, faithfulness and energy.

15. ASSIGNMENT OF CONTRACT
The vendor shall not assign, transfer, delegate or in any way give its rights, title or interest therein, or its power to execute such contract to another person, company or corporation, without prior written consent of the ROCKDALE COUNTY PUBLIC SCHOOLS.

16. MODIFICATIONS TO CONTRACT ONCE EXECUTED
Terms and conditions may be added, modified and deleted upon mutual agreement between RCPS and the vendor provided that such terms and conditions remain within the scope and original intent of the solicitation. Any and all modifications shall be expressed in writing and approved by the Executive Director of Purchasing and Warehouse Operations Services prior to the enactment of such modifications.

17. DELIVERY
Prices, quotes and deliveries are to be FOB destination, freight prepaid and shall require inside delivery unless otherwise specified in the solicitation documents. Title and risk of loss shall pass to RCPS upon inspection and acceptance at its designated point of delivery, unless otherwise specified in the solicitation documents.

18. FISCAL FUNDING
Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder payable to the vendor by the RCPS are funded solely from appropriations received by RCPS.

In the event such appropriations are determined by the Chief Financial Officer/Comptroller of RCPS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of RCPS at the end of any fiscal period (hereinafter referred to as "Event"). In such event, the Executive Director of Purchasing and Warehouse Operations Services shall certify to the vendor the occurrence thereof.

19. PAYMENT
Payment for a single line item or partial service when the item or service has been satisfactorily delivered may be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in duplicate, whichever occurs last (unless otherwise noted in the documents).

20. REPORTS
The vendor shall furnish all reports as requested by Rockdale County Public Schools.

21. TERMINATION
RCPS reserves the right, at its discretion, to terminate for convenience any contract awarded.

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

If the contract is terminated for default, RCPS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the vendor or that may thereafter become due to the vendor, 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 vendor are not sufficient to satisfy the debt, the vendor shall pay any monies due to RCPS within thirty (30) days of written notice. The price paid by RCPS in such event shall be the prevailing market price at the time the substitute purchase is made.

22. <u>EQUAL EMPLOYMENT OPPORTUNITY CLAUSE REQUIREMENTS</u>

1. EEO CLAUSE REQUIREMENT

Unless otherwise authorized by law, all contracts and purchase orders entered in RCPS shall incorporate an equal employment opportunity ("EEO") clause. Compliance with this section shall be considered met when the EEO clause is set forth in an exhibit attached to the contract and appropriate language incorporating the exhibit into the contract is set forth therein.

2. NOTICE

The EEO clause shall be included as a specification and shall appear on all invitations for bids, requests for proposals, and all other solicitations, contracts and purchase orders prepared and issued by the department of purchasing.

3. FEDERAL GUIDELINES ADOPTED

The federal guidelines, relating to nondiscrimination in employment by government contractors and subcontractors promulgated by Executive Order No. 11246 of September 29, 1965, as amended by Executive Order No. 11375 of October 13, 1967, sections 202, 203, and 204 of part II of such orders, are hereby entering into contracts with the RCPS, unless otherwise authorized by law, shall comply with the same.

4. FAILURE TO INCORPORATE EEO CLAUSE

RCPS shall have the right to reject any or all bids or proposals and shall not enter into contract or purchase order with any person who fails to comply with the Equal Employment Opportunity Requirements of this section, and with the requirements of the section titled Equal Employment Opportunity.

5. DURING THE PERFORMANCE OF THIS AGREEMENT, SAID VENDOR AGREES AS FOLLOWS:

a. The vendor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin marital status, age or disability. As used here, the words 'shall not discriminate' shall mean and include without limitation the following: "Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off and terminated. The vendor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The vendor shall, in all solicitations or advertisements for employees, placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

c. The vendor shall send to each labor union or representative of workers with which the vendor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the vendor's commitments under the Equal Employment Opportunity Program of RCPS and under the policy of its Board of Education shall post copies of the notice in conspicuous places available to employees and applicants for employment. The vendor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The vendor shall furnish all information and reports required by the Procurement Officer and shall permit access to the books, records, and accounts of the vendor during normal business hours by the Procurement Officer for the purpose of investigation so as to ascertain compliance with the vendor's duty of non-discrimination.

e. The vendor shall take such action with respect to any subcontractor as RCPS may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance.

f. The vendor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with RCPS in the form and to the extent prescribed by the Procurement Officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the vendor and its subcontractors.

g. The vendor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

h. A finding, as hereinafter provided, that a refusal by the vendor or subcontractor to comply with any portion of this program as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the vendor in violation all future payments under the involved contract until it is determined that the vendor or subcontractor is in compliance with the provisions of the contract.

(2) Refusal of all future bids for any contract with the RCPS or any of its departments or divisions until such time as the vendor or subcontractor demonstrates that there has been established and there shall be carried out all of the applicable provisions of the relevant Federal executive orders and equal employment requirements incorporated herein.

(3) Cancellation of the public contract.
(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors.

6.0 VENDOR REQUIREMENTS

6.1 RCPS policy requires that all contractors, consultants, or vendors providing services on RCPS premises be fingerprinted and submit to a criminal record check initiated by RCPS prior to providing services to RCPS. There is a fee of $45.00 per individual payable by money order associated with the background check. The payment of this fee is the sole responsibility of the vendor, consultant, vendor or the employing company. Any contract awarded pursuant to this solicitation is contingent upon compliance with this requirement and a satisfactory background check as determined by RCPS.

6.2 Vendor must be primarily engaged in the business of providing a comprehensive compensation review
and update of classification/salary system.
6.3 Vendor must have proven experience in providing the goods specified in this solicitation.
6.4 Vendor must have adequate equipment, qualified personnel and the financial ability to provide the services specified in this bid.
6.5 Use of Subcontractors

a. If subcontractors are used in the performance of this contract, vendor must complete and submit with its response the Primary Vendor/Subcontractor Utilization form.
b. Vendor shall not assign any duties to perform services nor to provide goods to RCPS under this contract to a subcontractor that is not listed in vendor's response to this solicitation.
c. If a subcontractor is removed from the contact at any time during the term, vendor must notify RCPS Purchasing Department in writing with name of subcontractor, reason for removal and effective date.
d. If vendor desires to add a subcontractor at any time during the term of the contract, vendor must submit to RCPS Purchasing Department in writing the following information on the subcontractor; company name, address, telephone and fax number, the service they will be providing and proposed effective date. Subcontractor may not begin providing service until approved by RCPS.
e. Vendor is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.
f. Vendor shall give RCPS immediate notice in writing of any claim, action or suit filed against vendor by any subcontractor.
g. RCPS reserves the right to require that a subcontractor be removed from the contract.

6.6 Information on Georgia House Bill 87 may be viewed at: http://www.uscis.gov/e-verify

6.7 Vendor must complete and submit with their proposal the applicable documentation related to Georgia House Bill 87 (commonly known as the "Illegal Immigration Reform and Enforcement Act of 2011").

6.8 Failure to provide the required Georgia House Bill 87 documentation may result in the offeror's response to the solicitation being deemed non-responsive and ineligible for evaluation.

6.9 The Rockdale County Board of Education desires that the Rockdale County Public Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any RCPS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than $50.00), which must be disclosed to the immediate supervisor and the Department of Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted. (Refer to Policy GAG and GAJB).

6.10 All contractors and vendors desiring to do business with the RCPS and/or to participate on RCPS contracts shall be required to comply with Board policy GAG, Staff Conflict of Interest. All vendors and contractors doing business with the RCPS shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

6.11 Vendors shall not contact RCPS Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal, request for qualifications or invitation to bid is formally under development and a recommendation is made by the administration to the Board if applicable. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

7.0 SUBMISSION REQUIREMENTS

7.1 Proposal shall be submitted online via the following link:
https://rockdaleschools.bonfirehub.com/opportunities/198257.

7.2 The following ***required documents*** must be submitted with your proposal:

1. Offeror affirmation form (required for valid submission)
2. Offeror information form (required for valid submission)
3. Offeror reference form (required for valid submission)
4. Joint venture affidavit (check the appropriate box on the form)
5. Primary vendor / subcontractor utilization (check the appropriate box on the form)
6. Promise of non-discrimination (required for valid submission)
7. Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)
8. Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
9. Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
10. Affidavit of Exception, if applicable
11. Local Preference Form
12. Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)
13. Copy of local or state business license or permit.
14. Signature page to RCPS contract
15. Appendix E Certificate of Non-Collusion
16. Anti-Collusion Affidavit
17. Price Proposal Form
18. Required Documents

7.3 Proposals, in the format requested in 7.11 (Online Submission) and 7.2 (Required Documents) shall be submitted online.

7.4 Any proposal received online after the designated time and date due will not be considered by RCPS. RCPS will ***only*** accept online submissions for this RFP. Proposals can be submitted on line at https://rockdaleschools.bonfirehub.com/opportunities/198257. Proposals submitted after the proposal close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

7.5 Proposals cannot be withdrawn after they have been submitted online unless offeror makes a request in writing to the Executive Director of Purchasing and Warehouse Operations Services prior to the time set for receiving bids, or unless the Executive Director of Purchasing and Warehouse Operations Services fails to accept or reject the bids within one hundred and twenty (120) days after the date fixed for receiving said proposals.

7.6 Proposals which contain irregularities of any kind and/or do not comply fully with requirements stated in the solicitation documents may be rejected at the discretion of the Executive Director of Purchasing and Warehouse Operations Services. RCPS shall not be liable for any costs associated or incurred by offeror in conjunction with preparation of solicitation responses.

7.7 RCPS reserves the right to waive any minor informality or error in the solicitation or offerors proposal which will not adversely affect competition.

7.8 By submitting a response the offeror certifies that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service and is in all respects fair and without collusion or fraud; that collusive pricing is understood to be a violation of state and federal law and can result in fines, prison sentences and civil damage awards. It is further agreed that offeror agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of RCPS and that the person signing this bid is duly authorized to bid on behalf of the offeror.

7.9 Failure to provide an online submission with correct information listed may result in rejection of the proposal. If further information is required to demonstrate responsibility such as providing copies of licenses or permits (other than those mentioned in 7.3, certificates, etc., the offeror will be notified, in writing and given five (5) days from notification to supply such information.

7.10 Offeror shall submit online proposal with a response that fully answers each question list on the online submission. Offeror must reference each section as listed below.

Section 1 – Company Qualifications and Experience

a. Provide a brief history of the company including your experience providing classification and compensations studies.

b. Provide a list of key staff expected to be assigned to this project and include the following: Indicate who will serve as the project manager and primary contact for RCPS.
   - Qualifications
   - Experience with classification and compensation studies
   - Role and responsibilities for this project

c. Provide three (3) references from organizations/K-12 school districts for which your company has completed a classification and compensation study similar to the specifications of this solicitation.

Provide the following information for each reference:

- Name and address of organization
- Name and title of primary contact with telephone number, fax number and e-mail address.
- Description of the services provided including dates

Section 2 – Methodology / Operations

a. Provide a project plan and proposed timeline indicating tasks required and the start and completion dates for each.

b. Describe your process for conducting a full market salary analysis with comparable labor markets both statewide and nationally (3.1 a). 5%

c. Describe how you will develop a new RCPS Compensation Philosophy that supports RCPS efforts to attract and retain the best talent, while establishing a consistent and competitive market position within RCPS budget restrictions (3.1 b). 5%

d. Describe your process for analyzing and updating salary schedules while minimizing compression and assuring internal fairness and external competitiveness (3.1 c). 15%

e. Describe how you will establish guidelines that govern classification and compensation for all RCPS employees. Also, include recommendations for compensation guidelines that will protect the integrity of the compensation system when or if budget constraints threaten the system (3.1 d). 5%

f. Describe your process of evaluating all full-time RCPS employees' current salaries and make recommendations to establish proper salary placement, eliminate compression issues, and close the gap where inequities occur. Including the financial cost to the district, timelines, and an implementation strategy (3.1 e). 30%

g. Describe how you will develop and implement performance based and/or criteria-based salary bands in identified areas (3.1 f). 20%

h. Describe how you will evaluate existing compensation and classification processes and make recommendations that align with business standard best practices (3.1 g). 5%

i. Describe how you will develop a comprehensive employee communications plan to inform on the results of study, the new compensation philosophy of the district, and the implementation of changes that have been recommended (3.1 h). 5%

j. Describe the training to be provided to RCPS staff on utilization and maintenance of the system (3.1 i).

k. Provide a list and description of items, resources, time, etc. that would be required of RCPS or its personnel in assisting with the study.

l. Describe how the final work product will be structured and presented upon completion.

Section 3 – Pricing

Provide pricing on the RCPS proposal form which is a separate Excel spreadsheet. Pricing sheets must be completed 100%.

8.0 EVALUATION

8.1 To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the awarded vendor to meet all specifications and guidelines set forth herein.

8.2 An RCPS evaluation committee will evaluate each proposal properly submitted. RCPS, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decisions by RCPS.

8.3 RCPS reserves the right during the evaluation process to contact offerors who submit proposals and request additional information or clarification necessary to complete the evaluation.

8.4 After the closing date and time, Purchasing Department will conduct an administrative review of all proposals received to determine responsiveness. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review. Proposals that are deemed to be non-responsive will not be evaluated or considered for award.

8.5 Although proposals that do not contain pricing information will not be considered for an award, Rockdale County Public Schools reserves the right to evaluate proposals on the non-price related criteria only. Proposals that do not meet at least 70% of the non-price criteria may not have price evaluated as a criterion. RCPS will evaluate all proposals and reserves the right to develop a competitive range. The competitive range is defined as a group for competitive negotiation, as determined during the evaluation process, composed of only those proposals that are considered to have a reasonable chance of being selected for an award and who are, therefore, chosen for additional discussions and negotiations. Proposals not in the competitive range are given no further consideration.

8.6 Proposals will be evaluated on the following criteria:

- Company qualifications and experience 300 Points
- Methodology / Operations 400 Points
- Pricing 300 Points
  Total Points 1000 Points
- Local Preference (extra pts; if applicable) 05 Points

8.7 RCPS reserves the right to request a best and final offer (BAFO) from offerors during the evaluation process.

8.8 RCPS reserves the right to negotiate terms and conditions, price and/or non-price terms and conditions with selected vendor(s) to meet the needs of the district.

8.9 RCPS reserves the right to negotiate price and/or scope of work terms and conditions with selected vendor(s).

8.10 Negotiations may be:

a. Concurrent which may be conducted concurrently with multiple offerors or;
b. Exclusive which may be conducted with the offeror whose proposal is the overall highest rated.

8.11 Exceeding Available Funds

In the event the pricing submitted by (a vendor or vendors) exceeds available funds, RCPS reserves the right to negotiate an adjustment of price with the (vendor or vendors.)

9.0 AWARD

9.1 Please be advised that it is the policy of the Rockdale County Public Schools that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror.

9.2 This contract shall be for one (1) base term (of one year or less) with four (4) one-year options to renew at the sole discretion of the Superintendent of RCPS. The contract will be conditional upon the offeror's ability to comply with requirements set forth in the solicitation documents.

9.3 RCPS has selected as its owner's representative, in the office of Operations. Supervision of the contract will be performed by the owner's representative or his/her designee.

9.4 Offeror shall not provide goods or services until a purchase order has been issued by RCPS's Purchasing Department.

9.5 The original and one (1) copy of itemized invoices must be submitted to:

Rockdale County Public Schools
Attn: Accounts Payable Department
P. O. Box 1199
Conyers, Georgia 30012

9.6 Invoices

a. Invoices must include the RCPS purchase order number and the "ship to" location where the goods and/or services were delivered that do not include this information will be returned to the vendor.
b. Separate invoices are required for each purchase order.
c. The accounts payable department may be contacted at (770)860-4256.

9.7 Vendor Payment

RCPS may make payments to vendors via one of the following:

a. Automated Clearing House (ACH)
b. Check

9.8 At the end of each contract term, the awarded vendor may request a price re-determination. Price re-determination requests must be submitted to the Purchasing Department Contract Administrator ninety (90) days prior to the contract term expiration date accompanied by justification of price re-determination. RCPS may, at its discretion:

a. Accept the proposed price re-determination.
b. Reject the proposed price re-determination.
c. Suggest an alternative price re-determination.

9.9 If RCPS rejects a proposed price re-determination the awarded vendor may:

a. Continue with the existing pricing.
b. Suggest an alternative price re-determination.
c. End the contract.

9.10 RCPS reserves the right to reject all proposals when such action is in the best interest of the district.

9.11 Awards will be posted on the RCPS website.

10.0 LOCAL PREFERENCE

10.1 In order to encourage and promote Rockdale County Public Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

10.2 Local preferences are prohibited when federal funds are the source of funding.

10.3 Local businesses that wish to receive preferential consideration shall submit a copy of their Occupation Tax Registration Certificate issued by Clayton, Cobb, DeKalb, Fulton or Gwinnett counties or by a city government located with the five-county metro area (e.g. Atlanta, Decatur, Marietta) covering the last 12-month period to certify qualification or the preference as part of each proposal or response.

11.0 CONTRACT

11.1 By submitting a response to this solicitation, the contractor affirms that it has read and will accept all provisions of the contract as written and attached to this solicitation. The Contractor also understands that these provisions are non-negotiable and that the contract is not legally binding upon the parties until executed by RCPS and contractor. The contractor must sign and submit the contract signature page with the response to the solicitation. By doing so, the contractor acknowledges that it accepts the provisions of the RCPS contract as written.

11.2 The offeror must sign and submit the contract signature page with the response to the solicitation. By doing so, the offeror acknowledges that it accepts the provisions of the RCPS contract as written.

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

APPENDIX E
CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the Contractor understands and agrees to the following:

He or she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Certificate, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor, or to secure through an collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County Public Schools or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this Certificate.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) _____

Authorized Signature: _____

Printed Name and Title of Person Signing:

Date:

Company Address:

Fax Number:

Email Address: _____

ANTI-COLLUSION AFFIDAVIT

STATE OF:

COUNTY/CITY OF:

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

_____

Signed

Subscribed and sworn before me this _____day of _____, 20___.

Notary Public (or Clerk or Judge) _____

My commission expires: _____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

Rockdale County Public Schools
Purchasing Department
1062 North Street
Conyers, Georgia 30013

NON-SUBMITTAL RESPONSE FORM

RFP Name: Compensation Study
RFP Number: 2026-0001

NOTE TO VENDOR:
If your company's response is a "non-submittal", the Rockdale County Public School sis very interested in the reason for such response since RCPS desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

Please complete and fax this form to: (404) 802-1506

Please indicate your reason for responding with a "non-submittal":

☐ Unable to meet the requirements for this solicitation.

☐ Unable to provide the goods or services specified in this solicitation

☐ Unable to meet time frame established for start and or completion of project.

☐ Received too late to submit a bid. Received on: _____

☐ Please remove our company's name from receiving similar type solicitations.

Other (Please explain): _____
_____
_____
_

Your response will be reviewed and placed in the solicitation file. Your input will assist RCPS in determining changes necessary to increase participation in the solicitation process.

_____
Company name

_____
Company address

( ) _____ ( ) _____
Company telephone number Company fax number

_____
Primary company contact e-mail address

_____ _____ _____
Authorized company official signature Title Date

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

OFFEROR AFFIRMATION FORM

(This form must be completed and returned with your response)

Company Name:_____

RFP Name: Compensation Study

RFP Number: 2026-0001

After careful examination of the solicitation document in its entirety, Compensation Study, 2026-0001 and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

For consideration of this proposal, the undersigned hereby affirms that:

1. He/she is a duly authorized official of the offeror,
2. No changes were made to the original RFP document,
3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document,
4. The offeror will accept any awards made to it as a result of the proposal submitted herein for a minimum of one hundred and twenty (120) calendar days following the date of submission,
5. The offeror will accept the terms and conditions set forth in the contract template attached hereto.
6. The offeror will accept the terms and conditions set forth in the RCPS general terms and conditions.

It is the supplier's responsibility to check the RCPS Outstanding Solicitations website for any addenda, responses to supplier questions, or other communications. Supplier acknowledges and incorporates each applicable Addenda number listed below in their response:

Check all that apply: No. 1 _____, No. 2 _____, No. 3 _____, No. 4 _____, No. 5 _____

No Addenda _____

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the assigned Procurement officer within five (5) days of the request, a certificate of insurance indicating the coverage's specified within this solicitation.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

Nondiscrimination in Employment: We, the supplier of goods, materials, equipment or services covered by this bid or contract, have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Respectfully submitted,

_____
Company Name

_____
Address

_____ _____
Authorized Official Name Signature

_____ _____
Title Date

(_____) _____ (_____) _____
Business Telephone Number Fax

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

OFFEROR INFORMATION FORM

(This form must be completed and returned with your response)

RFP Name: Compensation Study

RFP Number: 2026-0001

Full Company Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____

Telephone: (_____) _____ Fax: (_____) _____ E-mail: _____

Contact Name for Contract: _____ Title: _____

Telephone: (_____) _____ Fax: (_____) _____ E-mail: _____

Contact Name for Purchase Order's: _____ Title: _____

Telephone: (_____) _____ Fax: (_____) _____ E-mail: _____

Purchase orders may be delivered via e-mail or fax. Please indicate your preferred delivery method and provide an e-mail address or fax number where they should be sent.

E-mail ☐ _____ Fax ☐ (_____) _____

Company Web Site: _____ State of Incorporation:

Taxpayer ID Number: _____ Duns #: _____

Check one of the following: ☐ Independently owned and operated: ☐ An Affiliate or Division of:

Company Name: _____

Address: _____

_____

Does the company utilize an Affirmative Action Plan for Equal Employment Opportunity? Yes ☐ No ☐

Has the company implemented a compliance program in accordance with the Americans with Disabilities Act? Yes ☐ No ☐

Have any conditions or restrictions been placed on this proposal by the company that would cause it to be declared non-responsive? Yes ☐ No ☐

If recommended for award will company provide proof of insurance as required? Yes ☐ No ☐

Is the company currently debarred from doing business with any federal, state or local agency? If yes please provide details and submit on a separate sheet Yes ☐ No ☐

Has the company ever defaulted on a contract or been denied a contract due to non-ability to perform? If yes please provide details on a separate sheet. Yes ☐ No ☐

Does the company accept payment by credit card? Yes ☐ No ☐

Is the company registered as a vendor with ROCKDALE COUNTY PUBLIC SCHOOLS?

Yes ☐ No ☐

If your company is currently registered under another name with RCPS please list below:

_____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

OFFEROR REFERENCE FORM

(This form must be completed and returned with your response)

RFP Name: Compensation Study

RFP Number: 2026-0001

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Note: do not use Rockdale County Public Schools as a reference.

References for: _____
(Company Name)

1. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : ( ) _____ Fax: ( ) _____

E-mail: _____

Provide the scope of work and date of project: _____

_____

_____

_____

2. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : ( ) _____ Fax: ( ) _____

E-mail: _____

Provide the scope of work and date of project: _____

_____

_____

_____

3. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : ( ) _____ Fax: ( ) _____

E-mail: _____

Provide the scope of work and date of project: _____

_____

_____

_____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

JOINT VENTURE AFFIDAVIT

(This form must be completed and returned with your response)

Primary Vendor Name: _____

If this will not be a joint venture, check this box: ☐

RFP Name: Compensation Study

RFP Number: 2026-0001
State of: _____

County of: _____

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

Joint Venture Company "A"

Company Name_____Federal ID No._____

Address: _____

City:_____ State: _____Zip: _____

Check all that apply:
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ N/A, other

Joint Venture Company "B"

Company Name_____Federal ID No._____

Address: _____

City:_____ State: _____Zip: _____

Check all that apply:
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

   Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

JOINT VENTURE AFFIDAVIT

This Joint Venture Statement is executed so that the named contractors/companies, as one organization, may under such joint venture, bid upon said contract, and be awarded the contract if they should become the successful bidder therefore, any bid, bond and agreement relating to joint venture and each and every contractor name herein, severally and jointly. Simultaneous with the execution of the contract, the contractors entering into this joint venture shall designate and appoint a project manager to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said contract.

The Joint Venture shall be known as: _____

Principal Office Address: _____

City:_____ State: _____Zip: _____

Telephone: (_____)_____ Fax: (_____)_____

3. On a separate sheet provide the following information and reference the section number:

A. Describe the capital contributions by each joint venture and accounting therefore.
B. Describe the financial controls of the joint venture. Will a separate cost center be established? Which joint venture company will be responsible for keeping the books? How will the expenses be reimbursed? What is the authority of each joint venture company to commit or obligate the other?
C. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
D. Describe the estimated contract cash flow for each joint venture company. .
E. How and by whom will the on-site work be supervised?
F. How and by whom will the administrative office be supervised?
G. Which joint venture company will be responsible for material purchases including the estimated cost thereof? How will the purchases be financed?
H. Which joint venture company will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
I. Describe the experience and business qualifications of each joint venture company.
J. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

JOINT VENTURE AFFIDAVIT

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with the above captioned contract, we each do hereby authorize representatives of the RCPS, Department of Purchasing Department, Office of Contract Administration, to examine, from time to time, the books, records and files to the extent that such relate to this RCPS solicitation.

We bind the contractors for whom we respectively execute this Joint Venture Statement in firm agreement with the RCPS, that each of the representations herein set forth is true.

Subscribed and sworn before me

this _____ day of_____ 20_____.

(A) _____
Name of Contractor/Company A

My commission expires: _____ By: _____(L.S.)

_____ _____

Notary Public Print Name

Subscribed and sworn before me

this _____ day of_____ 20_____.

(B) _____
Name of Contractor/Company B

My commission expires: _____ By: _____(L.S.)

_____ _____

Notary Public Print Name

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

PRIMARY VENDOR / SUBCONTRACTOR UTILIZATION

(This form must be completed and returned with your response)

RFP Name: Compensation Study
RFP Number: 2026-0001

Primary Vendor Name: _____
If subcontractors will not be used check this box: ☐

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone:(_____) _____ Fax: (_____) _____
Primary Contact: _____
E-mail Address: _____
Services to be provided: _____
_____
_____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone:(_____) _____ Fax: (_____) _____
Primary Contact: _____
E-mail Address: _____
Services to be provided: _____
_____
_____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone:(_____) _____ Fax: (_____) _____
Primary Contact: _____
E-mail Address: _____
Services to be provided: _____
_____
_____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

PROMISE OF NON-DISCRIMINATION

(This form must be completed and returned with your response)

In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of the RCPS, each potential vendor shall be required to submit to the RCPS Office of Contract Administration, a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for RCPS, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

"Know All Men by These Presents, that I/We,

(_____)
Authorized Company Representative Name(s)

(_____)
Authorized Company Representative Title(s)

(_____)
Name of Company

(Hereinafter "Company"), in consideration of the privilege to bid on contracts funded in whole or in part by Rockdale Board of Education(hereinafter, "RCPS") , hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, sex, religion, national origin, marital status, sexual orientation , age, or disability in connection with any bid submitted to RCPS, or the performance of any contract resulting there from;

(2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females:

(3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company and RCPS remains in force and effect;

(4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with RCPS; and

(5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the RCPS to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

_____ _____
Solicitation Name Solicitation Number

_____ _____
Authorized Company Representative Name Authorized Company Representative Signature

_____
Date

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

Contractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (l)
(If applicable, this form must be completed and returned with your response)

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 of services on behalf of Rockdale County Public School shas 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

_____
Name of Project

ROCKDALE COUNTY PUBLIC SCHOOLS _____
Name of Public Entity

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: _____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

Subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (3)
(If applicable, this form must be completed and returned with your response)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Rockdale County Public School shas 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor 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

_____
Name of Project

ROCKDALE COUNTY PUBLIC SCHOOLS
Name of Public Entity

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: _____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

Affidavit of Exception

(If applicable, this form must be completed and returned with your response)

I attest that I am exempt from providing an Affidavit of Compliance to Rockdale County Public Schools pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

_____ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for ROCKDALE COUNTY PUBLIC SCHOOLS.

***In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license.**
(Please see http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigration_status_7_26_11.pdf for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.)

_____ My company/firm will render services to ROCKDALE COUNTY PUBLIC SCHOOLS; however, the services will not be rendered in the State of Georgia.

_____ My company/firm will only provide goods to Rockdale County Public Schools and will not render any physical services to ROCKDALE COUNTY PUBLIC SCHOOLS.

_____ My company/firm will render services to ROCKDALE COUNTY PUBLIC SCHOOLS, however my company/firm has ten (10) or fewer full-time employees.

Vendor Name: _____

Name of Project: _____

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: _____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

Local Preference

(If applicable, this form must be completed and returned with your response)

In order to encourage and promote Rockdale County Public Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

Local Area

County	Cities
Clayton	Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, Riverdale
Cobb	Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, Smyrna, Vinings
DeKalb	Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain
Fulton	Atlanta, Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City
Gwinnett	Berkeley Lake, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Snellville, Sugar Hill, Suwanee
Rockdale	Conyers, Oxford, Covington, McDonough, Stockbridge

The chart below shows the counties and cities considered local for preference purposes. A business must have been registered in one of the jurisdictions below for at least 12 months to receive local preference.

Certification

Local businesses that wish to receive preferential consideration shall submit a copy of one or more valid Occupational Tax Registration Certificate(s) issued by Clayton, Cobb, DeKalb, Fulton, Gwinnett, Henry, Newton, or Rockdale counties or by a city government located within the five-county metro area (e.g. Atlanta, Conyers, Covington, Decatur, Henry, Marietta etc.) covering the last 12 month period to certify qualification for the preference as part of each proposal or response.

Procedures for local preference

Request for Proposals (RFP) – If a local business meets the quality standards established for the RFP process, the local business shall be awarded five (5) additional points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Chief Financial Officer or his/her designee.

Invitations to Bid (ITB) – In general, price is the deciding factor in RCPS invitation to bid processes. In cases when two or more responses offer the same price to the district, local preference will be used as a tiebreaker.

In order to qualify for local preference based on the requirements listed above, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.

Company Name: _____

Company Qualifies for Local Preference: Yes ☐ No ☐

Occupational Tax Registration Certificate issued by:

County: _____ or City: _____

Rockdale County Public Schools
Compensation Study Bid No. 2026-0001

SOLICITATION CHECKLIST

(This form must be completed and returned with your response)

RFP Name: Compensation Study
RFP Number: 2026-0001

The following items must be completed and submitted online with your response.

1. ☐ Reviewed addendum(s) https://rockdaleschools.bonfirehub.com/opportunities/198257. (if applicable)
2. ☐ Bidder/Contractor Data Sheet
3. ☐ Non-Submittal Response Form
4. ☐ Offeror affirmation form (required for valid submission)
5. ☐ Contractor information form (required for valid submission)
6. ☐ Bidder's Exceptions
7. ☐ Offeror reference form (required for valid submission)
8. ☐ Joint venture affidavit (check the appropriate box on the form)
9. ☐ Primary vendor / subcontractor utilization (check the appropriate box on the form)
10. ☐ Promise of non-discrimination (required for valid submission)
11. ☐ Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)
12. ☐ Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
13. ☐ Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
14. ☐ Affidavit of Exception, if applicable
15. ☐ Local Preference Form
16. ☐ Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)
17. ☐ Copy of local or state business license or permit.
18. ☐ Signature page to RCPS contract
19. ☐ Appendix E Certificate of Non-Collusion
20. ☐ Anti-Collusion Affidavit
21. ☐ Solicitation Checklist
22. ☐ Compensation Study Price Proposal Form. Please attach.
23. How did you hear about this solicitation?
    - ☐ RCPS Website
    - ☐ Georgia Procurement Registry
    - ☐ Other (please list) _____

_____
Company Name

_____ _____
Signature of Authorized Company Representative Date

APPENDIX C

CONTRACT FOR

Compensation Study Bid
Solicitation No: 2026 - 0001

Between:
ROCKDALE COUNTY BOARD OF EDUCATION,
on behalf of the
ROCKDALE COUNTY SCHOOL DISTRICT
and

_____

Dated this _____day of _____, 20_____

CONTRACT made this **day of , 2025**, between Rockdale County Board of Education ("Board"), on behalf of the Rockdale County School District ("District"), and **Vendor's Name ("Vendor").**

In consideration of mutual covenants, Parties agree as follows:

GENERAL TERMS:

1. **Scope of the Contract**

The Vendor must provide the services, goods, or software to the District as defined in **Exhibit 1**. The Vendor and District expressly agree that the General Terms listed in this executed Contract for Learning Resources shall supersede all conflicting provisions or terms and conditions listed in **Exhibit 1**, a subsequent purchase order, Vendor quote, Vendor invoice, or "click wrap" or other Vendor generated agreements, and the Contract for Learning Resources shall govern.

The parties acknowledge that a local school of the District may contract with the Vendor for a school- specific learning resource that is not included in **Exhibit 1** or in the Total Obligation listed below. If the Vendor contracts with a local school for a school-specific learning resource, then the Vendor and the District agree that the General Terms listed in this Contract for Learning Resources shall govern that transaction. The Vendor and local school may execute a purchase order that specifically lists the school-specific learning resource that the local school is purchasing, the total obligation of that school-specific purchase, and the term of that school- specific purchase. By signing below, the Vendor acknowledges that the General Terms listed in this districtwide Contract of Learning Resources shall govern and supersede all conflicting terms listed in the school-specific purchase order for a school-specific learning resource.

2. **Payment Terms/ Payment Schedule**

The District must pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit 1.** [See standard terms for example of language for payment schedule.]

3. **Contract Term**

Option One:

This Contract is effective on _____("Effective Date") and it continues until 12:00 midnight (EST) on _unless terminated earlier as provided by this Contract or by law.

Option Two:

Either party shall have the right to terminate this Contract with 30 days' notice.

Option Three:

THIS LANGUAGE MUST BE INCLUDED IN CONTRACTS LASTING FOR MORE THAN 1 YEAR. The TOTAL OBLIGATION OF THE DISTRICT for each year must be clearly stated.

a. **Statutory Contract Term/ Automatic Renewal**

In compliance with O.C.G.A § 20-2-506, this Contract continues from the Effective Date until 12:00 midnight (EST) on December 31, 2021, at which time the Contract shall terminate absolutely and without further obligation or penalty on the part of the District. Unless the District resolves by majority vote on or before December 21st of any year to not renew this Contract for the following year, Contract shall automatically renew itself at 12:01 a.m. on January 1, 2022, and at the same time each year thereafter, for one-year terms or to date of expiration if less than one-year term, without further action being required by either party hereto or until this Contract is fully performed or terminated in a manner provided for in this Contract. If the District resolves or the Superintendent determines, not to renew this Contract, the District or Superintendent must notify Vendor in writing of the termination. Upon the termination, Vendor must perform all services and deliveries all schools require to be provided through December 31st, and the District must pay Vendor all fees due for accepted services and accepted goods through December 31st of that year. The terminated contract must not impose any further obligation or penalty on the part of the District.

b. **Total Obligation**

Pursuant to O.C.G.A § 20-2-506(b), the Contract must contain the District's total financial obligation on the contract for each calendar year of the contract, including all calendar years the contract may renew:

The total obligation under this Contract is as follows:

FY2027	**$_____**	**(BaseYear)**
FY2028	_____	
FY2029	_____	
FY2030	_____	
FY2031	_____	

4. Governing Law; Designation of Forum

The laws of the State of Georgia govern all matters arising out of or relating to this Contract and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract must bring the legal action or proceeding in the state or federal courts of the State of Georgia.

5. Dispute Resolution Prior to Legal Action

Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation

In addition to any informal negotiations between the parties, no civil action with respect to any claim arising out of this Contract may be commenced without first giving fourteen (14) calendar days written notice to the District of the claim and the intent to sue.

Prior to a civil suit, either party may elect to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the claim. The parties will cooperate in selecting a mediator and in scheduling the mediation in Atlanta, Georgia (or mutually accepted location). The parties will participate in the mediation in good faith and will share equally the cost of mediation.

No party may commence a civil suit with respect to the matters submitted to mediation until after the completion of the initial mediation session or until forty-five (45) calendar days after the date of the delivery of the written demand for mediation to the other party, whichever occurs first.

6. Contract Termination

6.1. As provided by Georgia law, this Contract will terminate immediately and absolutely if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of District under this contract.

a. The District reasonably believes that sufficiently legally available funds can be obtained to make all payments due hereunder.

b. The District must notify the Vendor immediately if funds to meet the District's obligations become unavailable.

c. The determination of the District as to the insufficiency of funds is conclusive.

6.2. If the Vendor breaches any term or condition of this Contract or any other event occurs which demonstrates a reasonable likelihood that the Vendor is unable or unwilling to fulfill its obligations under the Contract, the District shall be entitled to immediately terminate this Contract.

a. In the alternative, the District, in its sole discretion, may, upon request from the Vendor, provide the Vendor with ten (10) days written notice that the Vendor may avoid termination of the agreement by curing, to the satisfaction of the District, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days.

b. The determination of the District as to the appropriateness of allowing the Vendor an opportunity to cure, and as to the time allowed for any such cure, shall be conclusive, based on consideration of the circumstances of the breach; on the consequences of the breach as to security and other critical aspects of operations, and, on the time constraints existing at the time of such breach.

c. Any allowance by the District of an opportunity for the Vendor to cure a specific breach shall not operate as a waiver by the District of its right to refuse such an opportunity to cure in the event of any other breach and shall not establish any course of dealing or performance between the parties.

d. The District is not required to terminate a contract even though the circumstances permit such an action.

6.3. The District, through its Board of Education, may terminate this Contract, in whole or in part,

by written notice to the Vendor and may regard the Vendor in default of this Contract if the Vendor becomes:

a. Insolvent;

b. Makes a general assignment for the benefit of creditors;

c. Files a voluntary petition of bankruptcy;

d. Suffers or permits the appointment of a receiver for its business or assets;

e. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or

f. Has wound up or liquidated, voluntarily or otherwise.

6.4. The District, through its Board of Education may terminate this Contract, in whole or in part, immediately, without notice, if the Vendor is debarred or suspended from performing services on any public contracts. Vendor must notify the District within twenty-four (24) hours of learning that it is debarred or suspended from performing services on any public contract.

6.5. The District, through its Board of Education reserves the right to terminate this Contract for any reason upon giving the Vendor thirty (30) days written notice.

a. If the written notice of termination pursuant to this section states that termination is for the convenience of the District, the Vendor shall be entitled to payment for:

i. Reasonable costs incurred through the date of notice of termination (not the effective date of termination), and

ii. Charges for deliverables provided to the District through the effective date of termination, but only to the extent that funds designated for the deliverables are available to make payment.

6.6. Upon the termination for any reason or expiration of this Contract, the Vendor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to the Board.

7. Indemnification

7.1. Vendor hereby waives and agrees to indemnify and save harmless the Board of Education and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnitees"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnitees in consequence of the granting of this Contract or which may otherwise result therefrom.

7.2. Vendor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

7.3. If any judgment shall be rendered against the District in any such action, Vendor shall, at his or her own expense, satisfy and discharge the same.

7.4. Any performance bond or insurance protection required by this contract, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnitees as herein provided.

7.5. Vendor's obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

8. Spoliation

Vendor shall promptly notify of all potential claims that arise from or result from this Contract. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the District the opportunity to review and inspect the evidence, including the scene of any accident.

9. Confidentiality of Student Educational Records

9.1. Definition of Data

"School System Data" means all confidential student records or confidential student record information that contains personally identifiable information as defined by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and accompanying regulations, and any other non-public student information, including but not limited to

student data, metadata and user content; any other personal or financial information that would be deemed non-public, confidential or the disclosure of which would constitute an invasion of privacy, under federal or state law.

9.2. Vendor Obligation to Maintain Confidentiality

Vendor shall:

a. Only collect School System Data necessary to fulfill its duties as outlined in the written agreement between District and Vendor.

b. Only use School System Data for the purpose of fulfilling its duties under this Contract between the parties.

c. Store and process School System School System Data pursuant to the executed Rockdale County Public Schools Student Data Privacy Requirements, which is incorporated herein and attached as Exhibit 2.

d. Indemnify and hold harmless the District against all third-party claims related to security or privacy incidents related to Vendor's use or possession of District data.

Vendor shall not:

a. Disclose School System Data (as defined in subsection 9.1) to any person or entity except:

i. To those that need to know or have access to School System Data for the purposes of providing services under the Contract between the Vendor; provided Vendor ensures that those accessing School System Data are bound by the provisions of this Contract; and

ii. In compliance with a lawfully issued subpoena or court order. Vendor agrees that it will notify the District before it releases Data under a lawfully issued subpoena or court order.

b. Use School System Data to advertise or market to students or their parents.

c. Mine School System Data for any purposes other than those agreed to by

the Parties under a written agreement.

d. Share School System Data with any additional parties without prior written consent of the District except as required by law.

e. Attempt to or reidentify de-identified School System Data.

The parties acknowledge that Vendor is considered a school official for the purposes of FERPA compliance.

9.3. Return of Confidential Student Educational Records

Upon the written request by the District, within thirty (30) calendar days, Vendor must return to the District or destroy all School System Data. If the Vendor destroys the School System Data, Vendor must certify that it has done so in writing and deliver that certificate to within thirty (30) calendar days of the District's initial written request for the Vendor to return or destroy all School System Data.

9.4. Family Educational Rights and Privacy Act (FERPA)

To the extent required by applicable law, Vendor's compliance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g is a condition of this Contract.

9.5. Student Data Privacy, Accessibility, and Transparency Act

To the extent required by applicable law, Vendor's compliance with requirements of the Student Privacy, Accessibility, and Transparency Act, O.C.G.A. § 20-2-660 *et seq.* is a condition of this Contract.

9.6. Protection of Pupil Rights Amendment (PPPA)

To the extent required by applicable law, Vendor's compliance with the requirements of the Protections of Pupil Rights Amendment (PPPA) 20 U.S.C. § 123h is a condition of this Contract.

9.7. Children's Online Privacy Protection Act (COPPA)

To the extent required by applicable law, Vendor's compliance with the requirements of the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. §§ 6501 *et seq.* is a condition of this Contract.

10. Georgia Public Records

10.1. The District must comply with the Georgia Open Records Act, O.C.G.A § 50-18-70 *et.seq.*, ("the Act") and release public documents as defined by the Act upon request, including this Contract and all records created and maintained in relation to this Contract.

10.2. O.C.G.A. § 50-18-72(a) exempts student educational records which shall be kept confidential as required by FERPA, 20 U.S.C. § 1232(g) and its supporting regulations, Georgia law and Section 9 above.

10.3. O.C.G.A. § 50-18-72(f) exempts computer programs and computer software, as defined below, that is used or maintained during the District's operation. They are not subject to the Act.

a. "Computer program" means a set of instructions, statements, or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.

b. "Computer software" means one or more computer programs, existing in any form, or any associated operational procedures, manuals, or other documentation.

11. Publicity

The District does not endorse the goods, services, or software of the Vendor. Except for listing District as a client during the term of this Contract, news releases or other publicity concerning this Contract must not be made by Vendor without the prior written approval of the District.

12. Drug/Alcohol/Tobacco/Weapons Free Workplace

12.1. The Vendor and all subcontractors or agents, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Georgia law and the federal "Drug-Free Schools Act", during the performance of this Contract and while on school premises or at school related functions.

12.2. Pursuant to O.C.G.A. § 16-11-127.1, the Vendor and all subcontractors or agents, if any, shall not possess any weapons, as defined by Georgia law, on school property, in school buildings, at school related functions, or within 1,000 feet of school property, school buildings, or school functions.

12.3. The Vendor and all subcontractors or agents, if any, also shall adhere to all Board of Education policies and regulations that prohibit the possession, distribution sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions.

12.4. Failure to comply with this provision may be considered a material breach.

12.5. The District, through its Board of Education, may suspend or terminate the Vendor, subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

13. The District Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment.

13.1. The District does not discriminate or harass and it strictly prohibits discrimination and harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, pregnancy, veteran status, genetic information, sexual orientation, gender identity, or any other lawfully protected characteristic, protected group status or activity (e.g., opposition to prohibited discrimination or participation in the statutory complaint process) as protected by law in any of its educational programs or activities or in employment policies and practices. Vendor certifies that it will comply all laws that prohibit discrimination and harassment.

13.2. The District prohibits unlawful discrimination or harassment including sexual harassment. Vendor and subcontractor and agents, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

13.3. The District may suspend or terminate Vendor or subcontractors or agents or both if it violates these laws, policies, regulations, or provisions while on school premises.

14. Vendor and Subcontractor Compliance with Employment Eligibility Verification (O.C.G.A. § 13-10-91).

14.1. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract;

14.2. If the Vendor employs or contracts with any subcontractor(s) in connection with this Contract, the Vendor will secure from the subcontract (s) such subcontractor (s') indication of the employee-number category applicable to the subcontractor as shown in subsection b above;

14.3. The Vendor's compliance with the requirements of O.C.G.A § 13-10-91 and Rule 300-101-.02 shall be attested by the execution of the Vendor Affidavit which is attached hereto, marked Exhibit 3 and incorporated within this Contract;

14.4. If the Vendor employs or contracts with any subcontractor(s) in connection with this

Contract, the Vendor will secure from such subcontractor (s) attestation of the subcontractor (s') compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor (s') execution of the subcontractor (s) affidavit attached hereto, marked Exhibit 4 and incorporated within this Contract and shall maintain records of such attestation for inspection by the Board at any time.

a. Such subcontractor (s) affidavit shall become a part of the Vendor/subcontractor agreement.

14.5. All portions of contracts and any incorporated affidavits shall be open for public inspection in this state at reasonable times during normal business hours.

15. Vendor Compliance with O.C.G.A. § 50-8-85

15.1. Compliance with the requirements of O.C.G.A. § 50-8-85 are conditions of this Contract.

15.2. Vendor certifies that Vendor is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined by O.C.G.A. § 50-8-85

16. Compliance with the Law

16.1. The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or Vendors. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. Vendor and Vendor's personnel shall also comply with all District policies and standards in effect during the performance of the Contract, including but not limited to the District's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.

17. Sales Tax

17.1. In accordance with O.C.G.A. § 48-8-3(1), the District is exempt from sale and use taxes and shall not pay any sales tax under this Contract.

17.2. The District, upon written request, will provide the Vendor with applicable tax exemption certificates.

18. No Warranty Disclaimer

18.1. The Vendor warrants that its services or goods or both fit the need or purpose of the Request for Proposal ("RFP") or quote for Service.

18.2. The Vendor shall not disclaim these warranties.

19. Mutual Limitation on Damages Except for Limited Situations

No Party shall be liable to another Party for, nor shall the measure of damages:

19.1. Include, any consequential, incidental, indirect, punitive, or special damages arising out of or relating to its acts or omissions arising from this Contract.

19.2. This limitation of liability shall not apply, however, to liability of the Vendor arising from:

a. Personal injury or death;Defect or deficiency caused by willful misconduct or fraud on the part of the Vendor; or

b. Circumstances where the contract expressly provides the District a right to damages, indemnification or reimbursement.

20. Assignment of Personnel

20.1. All persons assigned to perform the Services under this Contract shall be qualified to perform such Services.

a. Personnel assigned by the Vendor shall have all professional licenses required to perform the Services. Vendor will notify the District immediately, but in no case, no later than twenty-four (24) hours if personnel assigned by Vendor has his or her professional license suspended or revoked. Vendor agrees and acknowledges that failure to maintain a valid professional license will result in the removal of the personnel assigned by Vendor without penalty to the District.

b. If the District believes that the performance or conduct of any person employed or retained by Vendor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify the Vendor in writing and the Vendor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

20.2. The Vendor warrants that an adequate number of appropriately qualified personnel

will be employed and available to provide the Services in accordance with the schedule and maintenance

requirements set forth in the RFP or quote for Services and this Contract.

21. Software and Specifications

The Vendor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) which appear in the RFP and the terms of the Contract.

22. Software Licenses

22.1. Vendor shall provide Software licenses ("Licenses") in compliance with the specifications contained in the RFP or quote for Services, and the terms of the Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Vendor hereby grants an irrevocable, nonexclusive, worldwide, perpetual, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, modify,display, and perform copies of Software and accompanying documentation in accordance with the licensing capacity (if any) specified in the RFP and or applicable quote for Services. The District may copy the Software as necessary to efficiently utilize the Software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:

a. For backup, archive or emergency restart purposes;

b. For disaster recovery and disaster recovery testing purposes;

c. To migrate the Software for use on other computers and/or hardware; and

d. To store the Software at any off-premise location which the District uses for storage purposes.

If Vendor is acting as a reseller of the Software, Vendor must provide the licenses, as required by the Software publishers, to the District and shall coordinate with any negotiations of such licenses as may be conducted between the District and the Software publishers. All licenses provided hereunder shall remain in effect *perpetually.*

23. Exclusions

23.1. Except as expressly permitted by this Contract, the District agrees that it will not:

a. Lease, loan, resell, sublicense or otherwise distribute the Software to entities or individuals who are not party to this Contract;

b. Permit third-party access to, or use of, the Software, except as permitted in the Contract;

c. Create derivative works based on the Software;

d. Reverse engineer, disassemble, or decompile the Software; or

e. Remove any identification or notices contained on the Software.

The District will notify Vendor if the District becomes aware of any unauthorized third-party access to, or use of, the Software.

24. Services and other Deliverables

Vendor shall provide services and other deliverables ("Services") in compliance with the specifications contained in the RFP or quote for Services, in Vendor's Response to the RFP or quote for Services, and the terms of the Contract. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the RFP or quote for Services. Vendor and any employees of Vendor will perform the services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such services are provided.

25. Product Shipment and Delivery

All products shall be provided as required by the provisions of the RFP or quote for Services. Unless the RFP or quote for Services requires otherwise, all products shall be made available either by online download or shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFP or quote for Services or any provided Purchase Order. All items shall be at Vendor's risk until they have been delivered and accepted by the District. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Vendor to remedy without cost to the District, regardless of when the hidden damage is discovered.

26. Non-Exclusive Rights

The Contract is not exclusive. The District reserves the right to select other Vendors to provide software, licenses, and services similar to the Software and Services described in the Contract during the term of the Contract.

27. Indemnification; Specific to Software Contracts

Vendor, at its own expense (including payment of attorneys' fees, expert fees, and court costs) shall defend the Board and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnitees") any loss, cost, damage, liability, or expense from any and all third-party claims that the Software, Licenses, and/or Services infringes any patent, copyright, trade secret, or other proprietary right of a third-party and shall indemnify and hold harmless the Indemnitees from any amounts assessed against them in a resulting judgment or amounts to settle such claim, provided that District (a) gives Vendor prompt written notice of any such claim, (b) permits Vendor to control and direct the defense or settlement of any such claim, and (c) provides Vendor all reasonable assistance (at the expense of Vendor) in connection with the defense or settlement of any such claim. Vendor's obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

28. Patent/Copyright Infringement Indemnification

28.1. In Case of Injunction against Vendor:

In case any of the Software, Licenses and/or Services is in any suit held to constitute infringement and its use is enjoined, Vendor shall, at its option and expense:

a. Procure for the District the right to continue using the Software, Licenses and Services;

b. Replace or modify the same so that it becomes non-infringing; or

c. Remove the same, cancel any future charges pertaining thereto, and refund pro rata share of any license fee or maintenance fee.

28.2. No Liability to District by Vendor in Certain Circumstances:

a. Compliance with design plans or specifications furnished by or on behalf of the District as to the Software;

b. Use of the Software in combination with apparatus or devices not supplied by Vendor;

c. Use of the Software in a manner for which the same was neither designed nor contemplated; or

d. The claimed infringement of any patent or copyright in which the District or any affiliate or subsidiary of the District has any direct interest by license or otherwise.

29. Survives Termination

The indemnification obligation of Vendor shall survive termination of the Contract.

30. Warranties.

30.1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law

All warranties made by Vendor and/or subcontractors in all provisions of the Contract and the Vendor's Response, whether or not the Contract specifically denominates the Vendor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the Software, Licenses and Services to be provided, or by provision of samples to the District shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software, Licenses and Services provided by Vendor. Vendor shall assign and pass through to the District all applicable Software publishers' warranties, covenants and indemnification provisions. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

30.2. Nonconforming Software

All Software delivered by Vendor to the District shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Vendor, the District, student,

other party to the Contract, or court having jurisdiction, to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, Vendor will promptly communicate all relevant facts to the District and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the District from taking such action as may be required of it under any such law or regulation.

The District shall have the option of returning or replacing the defective Software at Vendor's expense. If Vendor is the Software publisher, Vendor shall perform all necessary repairs or modifications at its sole expense provided the District determines the performance of such repairs and modifications is in the District's best interest.

Payment for the Software shall not constitute acceptance. Acceptance by the District shall not relieve Vendor of its warranty or any other obligation under the Contract.

30.3. <u>Originality and Title to Provide Software and Services</u>

Vendor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the District pursuant to the terms of the Contract shall be wholly original with Vendor or that Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Contract. Vendor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

Vendor represents and warrants that the concepts, materials, Software and Services and the District's use of same and the exercise by the District of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or

slander against, any person, firm or corporation and that the concepts, materials, Software and Services will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

30.4. Conformity with Contractual Requirements

Vendor represents and warrants that the Software, Licenses and Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

30.5. Authority to Enter into Contract

The Vendor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the District.

30.6. Obligations Owed to Third Parties

Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Vendor pursuant to the Contract are or will be fully satisfied by Vendor so that the District will not have any obligations with respect thereto.

30.7. Title to Property

Vendor represents and warrants that title to any Software assigned, conveyed or licensed to the District is good and that transfer of title or license to the District is rightful and that all Software shall be delivered free of any security interest or other lien or encumbrance.

30.8. Industry Standards

Vendor represents and expressly warrants that all aspects of the Software, License and Services provided or used by it shall at a minimum conform to the standards in Vendor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

30.9. Vendor's Personnel and Staffing

Vendor warrants that all persons assigned to perform the Services under this Contract are either lawful employees of Vendor or lawful employees of a subcontractor authorized by the District. All of Vendor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Contract and the security requirements of the District while on school property or at a school related function. If any of Vendor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the District may have the personnel removed from the premises.

All persons assigned to perform the Services under this Contract shall be qualified to perform such Services. Personnel assigned by Vendor shall have all professional licenses required to perform the Services. If the District believes that the performance or conduct of any person employed or retained by Vendor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify Vendor in writing and Vendor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Vendor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP or quote of Services, and this Contract.

31. Notice

31.1. Requirement of a Writing; Permitted Methods of Delivery

Each party giving any Notice ("Notice") under this Contract must give written Notice using one of the following methods of delivery:

- Personal delivery;
- Registered or Certified Mail (in each case, return receipt requested and postage prepaid); or
- Nationally recognized overnight courier (with all fees prepaid.)

31.2. Addressees

Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address designated by a party pursuant to this Section.

31.3. Effectiveness of a Notice

Notice is effective only if the party giving the Notice has complied with subsections (14.1) and (14.2).

31.4. Designated Addresses

Rockdale County District:
Shirely Chesser, Superintendent
960 Pine Street
Conyers, Georgia 30012

With copy to:

Santana T. Flanigan, General
Counsel 960 Pine Street
Conyers, Georgia 30012

Vendor:

With copy to:

32. Merger and Order of Preference.

32.1. Merger

The Contract is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and Contracts between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract.

32.2. Order of Preference

In the case of any inconsistency or conflict among the specific provisions of this Contract

he RFP or RFP (including any subsequent addenda), and Vendor's Response, any inconsistency or conflict shall be resolved as follows:

a. First, by giving preference to the specific provisions of this Contract, any accepted amendments, and Exhibit 1;

b. Second, by giving preference to the specific provisions of the RFP or RFP.

c. Third, by giving preference to the specific provisions of any proposal submitted by the Vendor that have not been explicitly accepted by the District in writing shall not be included in this Contract and shall be given no weight or consideration.

32.3. Intent of References to Proposal Documents

The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP or quote for Services, and the Vendor's Response. The failure of the parties to make reference to the terms of the RFP, or the Vendor's Response to this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the RFP or quote for Services, and the Vendor's Response. The contractual obligations of the District cannot be implied from the Vendor's Response.

33. Amendments and Modifications

The parties may amend or modify this Contract only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Contract. No other alternations in the terms of this Contract shall be valid or binding.

34. Waivers

34.1. No Oral Waivers

The parties may waive any provision in this Contract only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

34.2. Effect of Failure, Delay or Course of Dealing

a. No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under this Contract, and

b. No act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy or condition.

34.3. Each Waiver for a Specific Purpose

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

35. Severability

If any provision of this Contract is determined to be unenforceable, the remaining provisions of this Contract remain in full force, if the essential terms and conditions of this Contract for each party remain enforceable.

36. Counterparts

The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Contract in the presence of the other parties to this Contract. This Contract is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Contract, a party must produce or account only for the executed counterpart of the party to be charged.

37. Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services

rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, mandatory government closures, alien enemy, judicial action, power failure, acts of God, epidemic, pandemic, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Vendor.

38. Subletting of Contract

This Contract binds the parties and their respective successors and assignees. Vendor shall not assign or otherwise dispose of this Contract or any duty(ies), right(s), or responsibility(ies) contemplated in this Contract to any other person without the previous written consent of the District.

39. Subcontractors

Vendor shall not subcontract services or any part of this Contract without the prior written consent of the District.

40. Third Party Beneficiaries

This Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

41. Number and Gender

Any reference in this Contract to the singular includes the plural where appropriate, and any reference in this Contract to the masculine gender includes the feminine and neuter genders where appropriate.

42. Captions

The descriptive headings of the Articles, Sections and subsections of this Contract are for convenience only, do not constitute a part of this Contract, and do not affect this Contract's construction or interpretation.

43. Rights and Remedies Cumulative

43.1. Any enumeration of the District's rights and remedies set forth in this Contract is not

exhaustive.

43.2. The District's exercise of any right or remedy under this Contract does not preclude the exercise of any other right or remedy.

43.3. All of the Board's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Contract, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

44. Time is of the Essence

Time is of the essence with regard to performance of any services under this Contract, unless the parties agree otherwise in writing.

45. Relationship Among Parties

This Contract creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

46. Rules of Construction

The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Contract, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

ATTACHMENT(S):

EXHIBIT 1 – Cost Proposal/Quote

IN WITNESS WHEREOF the parties have executed this Contract on the date first written above.

Rockdale County Public School

By:_____

Name:_____

RCPS Board Chair

Date:_____

Vendor

By:_____

Name:_____

Title:_____

Date:_____

District

By:_____

Name:_____

Title:_____

Date:_____

SPECIAL TERMS AND CONDITIONS

Should the General Terms and Conditions be in conflict with the following Special Terms and Conditions, the Special Terms and Conditions will prevail.

1. RCPS reserves the right to reject any and all proposals or parts of a proposal.

2. RCPS reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

3. RCPS reserves the right to negotiate any and all elements of a contract resulting from this Request for Proposal.

4. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal deadline.

5. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

6. Each proposal shall state that this is a firm offer that may be accepted with a period of 120 days from the date of submission.

7. All proposals and correspondence relating to or in reference to this Request for Proposal shall become the property of Group Name.