



COBB COUNTY SCHOOL DISTRICT

PROCUREMENT SERVICES DEPARTMENT

October 28, 2009

TO ALL VENDORS:

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

All proposals accepted must be sealed with the envelopes marked with your company name and **“RFP 03-10, Art Supplies”**. For mailing purposes, please address your proposal to CCSD, Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152.

Attn: Lisa Auzenne (770-426-3369).

Proposals may be hand delivered to the Procurement Services Department at 6975 Cobb International Blvd., Kennesaw, Georgia 30152, where the proposal acceptance will close on **November 11, 2009 at 3:00 p.m. Eastern Time**. Please allow ample time for delivery of mail by the postal service. Proposals received late will not be considered.

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

Your interest and participation are solicited and appreciated.

Sincerely,

Alisa Morningstar, CPPO
Director of Procurement Services

Encls:

1. General Terms and Conditions - pgs. 2-16
2. Special Terms and Conditions-(including non-cost proposal requirements) pgs. 17 - 23
3. Conflict of Interest - pg. 24
4. Contract Agreement - pg. 25
5. Georgia Security and Immigration Compliance Act OCGA 13-10-90 Documents - pgs.26-28
6. Vendor Reference Sheet - pg. 29
7. “No Response” Form pg. 30
8. Checklist pg. 31
9. School List-pgs. 32-35
10. Attachment A - Cost Proposal Form
11. Attachment B - School Year Calendar

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1.0 PREPARATION OF PROPOSALS

- 1.1** Proposals must be on Proposal Forms furnished with this Request for Proposal (RFP). They must be submitted in a sealed envelope marked with your company name and “**RFP 03-10, Art Supplies**” clearly marked on the outside of the envelope as outlined in the submissions sections.
- 1.2** Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the RFP. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the RFP form(s) (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected by CCSD. Each vendor is required to furnish all information requested in the RFP.
- 1.3** Due to the large number of vendors listed in certain categories of the CCSD vendor’s list, not all vendors will necessarily be sent an invitation each time an RFP is issued. Requests for Proposal issued by the CCSD are advertised on Cobb County TV 23 and 24 and the CCSD web site www.cobbk12.org. Vendors are advised to view TV 23 or 24 and the CCSD web site frequently for a listing of RFPs. To view on the Internet, go to the CCSD web site; at the bottom is a list of “VENDOR RESOURCES”, click on “**Current Solicitations**”.
- 1.4** The CCSD Procurement Services Department’s Purchasing Regulations are hereby acknowledged, understood and agreed to by the parties and are hereby fully incorporated into the RFP and the resulting Contract. Refer to the CCSD Procurement Services web site: <http://www.cobb.k12.ga.us/Departments/BS/BS Purchasing/index.htm>, for the complete Purchasing Regulations.
- 1.5** Each vendor is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and CCSD regulations and/or policies pertaining to CCSD procurement.

2.0 COMMUNICATIONS WITH CCSD STAFF

- 2.1** All communications concerning this RFP must be submitted in writing to the CCSD Procurement Services Department. Email to lisa.auzenne@cobbk12.org is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Procurement Services Department, will be binding upon CCSD. User departments may be called upon for clarification in their area of expertise at the discretion of the Procurement Services Department. Questions must be received by **11/04/2009**. **Answers will be posted to the CCSD Current Solicitations website by 11/05/2009.**

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

3.0 AUTHORITY

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

4.0 SUBMISSION OF PROPOSALS

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

Cobb County School District
Procurement Services Department
RFP 03-10, Art Supplies
Attn: Lisa Auzenne
6975 Cobb International Boulevard
Kennesaw, GA 30152
Fax number: (770) 426-3371
Email: lisa.auzenne@cobbk12.org

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

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RFP 03-10, Art Supplies

Vendor Name

Cost Proposal

Due: November 11, 2009

One original along with **4** copies of the non-cost sections of your proposal response (including supporting documentation) must be submitted in sealed packaging and labeled:

RFP 03-10, Art Supplies

Vendor Name

Non-Cost Proposal

Due: November 11, 2009

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

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

5.0 SPECIFICATIONS

- 5.1** Any deviation from the specifications must be clearly identified in the vendor's response including the RFP section name and number. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. CCSD shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the RFP. If CCSD determines that the modifications or deviations from the specifications are not in compliance, the proposal may be rejected.
- 5.2** A vendor's failure to deliver any items/services according to specifications set forth in their proposal may result in cancellation of the purchase and permanent removal from the vendor's list. If any items do not meet these specifications, the items will be picked up at vendor's expense and removed from the premises of the CCSD at the sole cost of the vendor.
- 5.3** If there is an error in the description or specifications contained in the RFP, CCSD reserves the right to notify each of the vendors separate from the RFP of such specification or description change and may require all proposals to be in compliance with such modification. In the case of an error in the specifications or the descriptions, CCSD further reserves the right to cancel the RFP and re-issue.

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- 5.4** For Goods: Manufacturers listed as “Model Equivalence” in the RFP are to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The CCSD will be the sole determiner as to whether the substituted item is of equal or better specification.
- 5.5** For Goods: If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in RFP document as well as current industry standards. Replacement units must be made available to CCSD for review and approved prior to the end of life of the awarded model. CCSD reserves the right to accept or reject the replacement item.

6.0 PRICES QUOTED

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

7.0 SAMPLES

- 7.1** When required, samples must be furnished at the vendor's expense and at no cost to CCSD.
- 7.2** Samples are to be tagged or labeled as directed in the Special Terms and Conditions.

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- 7.3** Samples not used or destroyed in testing will be returned to the vendor at vendor's request and at vendor's expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions; samples will become the property of CCSD.
- 7.4** CCSD will assume no responsibility for items lost or destroyed when being inspected or tested.

8.0 VENDOR'S EVIDENCE OF RESPONSIBILITY

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

9.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY

Vendor acknowledges that some material and information which may come into its possession or knowledge in connection with the RFP, or the performance hereof, may consist of confidential and private information of CCSD, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Vendor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this contract, and not to release or disclose any information to any other party except as may be required by law. Vendor hereby expressly agrees to immediately remove any subcontractor or any of Vendor's employees from performing any work in connection with this contract upon CCSD giving notice to Vendor that CCSD reasonably believes such person has failed to meet the confidentiality obligations or standards of this contract. Any employee or subcontractor so removed shall be replaced as provided under the staffing requirements of this contract.

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

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10.0 AWARDS

- 10.1** The CCSD reserves the right to accept or reject any part of a submitted proposal, to accept the entire proposal from one vendor, to accept portions of the proposal from several vendors, to reject all proposals submitted, or to waive any minor irregularity. The CCSD reserves the right to award the proposal under the most beneficial terms for the CCSD.
- 10.2** The CCSD reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof. Award of proposals will be made in the best interest of CCSD.
- 10.3** In the case of a tie, the award will be made as follows:
- 10.3.1** The award will be to the in-county vendor.
 - 10.3.2** The award will be to the in-state vendor.
 - 10.3.3** If applicable, the award will be to the goods made in Georgia
 - 10.3.4** The award will be to the vendor with the lesser total dollar volume.
 - 10.3.5** If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.
- 10.4** Award will be made to the responsive and responsible vendor based on price, availability, past vendor experience, references, and compliance with the RFP specifications and requirements as outlined in the evaluation criteria included in this solicitation.
- 10.5** A determination of competitive range may be made during the evaluation process. Offerors not in the competitive range of being selected for award shall be eliminated from further discussion.
- 10.6** During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Procurement Services may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, CCSD reserves the right to re-solicit the item(s) involved.
- 10.7** The CCSD reserves the right to negotiate a lower price than the awarded price on any line item with the successful vendor, should the quantity required significantly exceed those in the RFP. If the CCSD is unable to negotiate an acceptable price, it reserves the right to re-solicit the item(s)/service(s) involved.

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- 10.8** The CCSD reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the District.
- 10.9** Purchases by the CCSD are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.
- 10.10** Awards will be posted on the internet at [Awarded Proposals/RFP's/Quotes](#) on the Procurement Services Web Page: <http://www.cobb.k12.ga.us/centraloffice/Purchasing/index.htm>.
- 10.11** If after award there is a decrease in the price of a product from the manufacturer, or a rebate, the successful vendor will pass that price decrease and/or rebate onto the CCSD.

11.0 CONTRACT

- 11.1** The contract agreement and Georgia Security and Immigration Compliance Act Documents must be completed by the vendor and returned with their proposal.
- 11.2** **Entirety of Contract** – All documents submitted in response to the RFP, including but not limited to any attachments, appendices, and clarifications provided by the vendor during evaluation are incorporated into the contract between CCSD and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the Proposal Response submitted by the Vendor conflicts with language of the RFP, the language of the RFP shall govern and control for all purposes, unless consented to and agreed to by CCSD in writing.
- 11.3** If the Vendor has additional terms and conditions, including but not limited to a Vendor drafted contract, that it is proposing, then the Vendor must disclose and submit those terms and conditions in writing for evaluation by the CCSD with their initial proposal. CCSD is not under any obligation to consider any terms or conditions proposed by the vendor that are not included with the vendor's initial proposal. Further, unless expressly agreed to in writing by the CCSD, the CCSD will not be bound by any terms and conditions in any vendor contract, packaging, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in the CCSD solicitation, the CCSD purchase order related to this solicitation or contract. If the vendor objects to any term or condition in this solicitation, then the objection shall be clearly indicated in writing.
- 11.4** Time is of the essence in this Contract.

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- 11.5 Choice of Law and Venue** – The Laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any term or provision of this contract be governed by UCITA, as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Cobb County, Georgia, with respect to any state action, and the Northern District of Georgia in Atlanta, Georgia, with respect to any federal action. Vendor agrees to pay for CCSD’s costs, including any attorney’s fees and expenses of litigation, incurred in any litigation should CCSD be a prevailing party. CCSD shall be considered to be a prevailing party if the vendor’s lawsuit against CCSD is dismissed at anytime for any reason, including a dismissal without prejudice, or if CCSD receives a jury verdict in its favor or an appellate decision in its favor.
- 11.6** Whether or not a dispute arises, under no event will the CCSD be liable to any vendor for any of costs incurred by such vendor in responding to this RFP.

12.0 SHIPPING

- 12.1** All prices are to include delivery to the location(s) specified in the RFP or the Purchase Order. All delivery for goods must be FOB Destination to the location(s) specified in the RFP, unless specified otherwise in the Special Terms and Conditions.
- 12.2** If the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by CCSD, CCSD reserves the right to cancel the purchase of the proposal items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the CCSD vendor list. If delivery of goods or services is not complete within the time specified, CCSD may, without liability and in addition to any other rights or remedies, terminate the agreement, by notice effective when received, as to goods or services not yet delivered or rendered. CCSD may purchase substitute goods or services elsewhere and charge vendor for any additional expense incurred.

13.0 INVOICING

- 13.1** Payment will be made by the CCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the CCSD authorized representative. Acceptance of any part of the Order shall not bind CCSD to accept any future shipments nor deprive it of any right to return goods already accepted.
- 13.2** The successful vendor will be required to supply an original and one copy of each invoice and to reference all invoices to the purchase order to which they pertain.
- 13.3** Prompt payment discounts offered will be taken.

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

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

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

14.0 COMPLIANCE

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

15.0 RIGHTS AND REMEDIES

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

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

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

15.2 Warranty and Support Requirements

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

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

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

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15.3 Termination

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

CCSD shall have no liability to Vendor based on any such termination except to pay all amounts due Vendor up to the date of termination for the product, work and services specifically delivered to CCSD and in accordance with the compensations provisions of the RFP. Vendor shall promptly deliver to CCSD all work, whether or not completed, and all property of CCSD, including any Proprietary information, trade secrets or Student Information as provided herein, which is in Vendor's possession on the termination date, including a final report to be prepared by Vendor describing results of the work up to the date of termination. In lieu of returning such property or information, Vendor may be directed by CCSD to destroy such property or information, in the sole discretion of CCSD.

Vendor shall be responsible, with the assistance of CCSD, for removing any of Vendor's property, or any other third-party property, at any site of CCSD within ten (10) business days after the date of termination; provided, however, that Vendor shall ensure that CCSD has the necessary and applicable rights to use that property that CCSD identifies to Vendor in its discretion, and for which it has paid under this contract, after the termination of the contractual relationship between Vendor and CCSD.

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

15.5 To terminate the agreement pursuant to O.C.G.A. § 20-2-506, CCSD must give notice to the firm at least thirty (30) days prior to the end of each calendar year during the term of this Agreement.

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

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notification of such certification is received by the vendor or the date this Agreement expires on its own terms, whichever first occurs. CCSD shall be obligated for payments to the vendor through the date of termination.

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

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

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

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

17.0 TAXES

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

18.0 SURVIVAL OF REPRESENTATIONS

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

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19.0 RELATIONSHIP OF PARTIES

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

20.0 SEVERABILITY

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

21.0 WAIVERS

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

22.0 PUBLICITY

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

23.0 CCSD PROPERTY

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

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24.0 AMENDMENTS IN WRITING

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

25.0 PARTIES BOUND

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

26.0 INDEMNIFICATION

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

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

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

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

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27.0 COMPLIANCE WITH LAWS

27.1 Vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.

27.2 Vendor further agrees that in the performance of the contract, it will comply with all laws, regulations, rules, and policies that may apply to public education in general and the operation of the CCSD in particular.

28.0 INSURANCE REQUIREMENTS

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

29.0 BACKGROUND CHECKS

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

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

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

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

30.0 SPECIAL TERMS AND CONDITIONS

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

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 PROCUREMENT SERVICES
 MARIETTA, GEORGIA
SPECIAL TERMS AND CONDITIONS

1.0 PURPOSE

The Cobb County School District (CCSD) is seeking proposals from Art Supply vendors who are capable of receiving, processing, delivering and invoicing orders for Just-In-Time (JIT) inside delivery for multiple departments and facilities.

2.0 GENERAL INFORMATION

2.1 The CCSD is the second largest school system in Georgia employing approximately 15,600 employees making it the largest employer in Cobb County. The current student population is approximately 107,000 and there are 114 school sites plus multiple administration facilities.

2.2 The estimated annual expenditures for the District's consumable art supplies for calendar year 2010 are \$500,000.00.

3.0 MINIMUM REQUIREMENTS

For evaluation and consideration, the proposed solution must meet the following minimum requirements. Each responding vendor must read & initial each item below to concur that the company can meet the minimum requirements of this RFP. If additional explanation is required, identify Section 3.0 in your response to correspond with the Item Number noted below.

Item	Minimum Requirements (Provide support documentation where applicable)	Initial - Will Comply
4.1	Vendor shall provide capability for the CCSD to place orders electronically via secure Internet access to vendor's web site or via other electronic method. It is CCSD's preference that the awarded vendor(s) provide a direct link to be added to CCSD Procurement Services Department's web site. This will ensure easy access for CCSD to place orders.	
4.2	The vendor must be capable of processing orders received via phone, facsimile transmission (FAX), or Internet.	
4.3	Vendors must have ability to accept either procurement (credit) cards OR purchase orders. Pricing must reflect this and remain firm with <u>no additional charges</u> for using either method.	
4.4	Vendor must be able to provide inside delivery to <u>ALL</u> CCSD facilities. This must be included in pricing and be via supplier's truck or through commercial sources (i.e., UPS, Federal Express, etc.). Documentation verifying this capability must accompany proposal. Vendor must consider the CCSD School Year Calendar when scheduling any deliveries. See Attachment B for a copy of applicable School Calendar for the current school year.	

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Item	Minimum Requirements (Provide support documentation where applicable)	Initial - Will Comply
4.4	Successful vendor must have local customer service representative(s) to service the CCSD account.	
4.5	Vendor shall have demonstrated experience in providing an art supply contract to other customers, of a similar size to CCSD, for a minimum period of three (3) years.	

4.0 PERFORMANCE SPECIFICATIONS

- 4.1** Responding vendor(s) must be prepared to provide a single point of contact to service the CCSD account. This individual will be the main point of contact in assisting end user with product research, product issues, back orders, invoice discrepancies, problem resolution, etc. The contact information will be noted on the CCSD Intranet Site.
- 4.2** Successful vendor(s) shall offer a comprehensive illustrated catalog both online and available in print with a potential distribution of 500 printed copies to multiple locations as needed at no charge.
- 4.3** This request for proposal is for consumable supplies and will not include office furniture, office equipment, computer hardware, software or peripheral equipment on the Cost Proposal form.
- 4.4** Vendor must provide a proposed minimum percentage discount from the regular catalog price for any items not included on the Cost Proposal Form.
- 4.5** ORDERING
- 4.5.1** Ordering via online / web-based catalog is the preferred method.
- 4.5.2** Vendor must supply end user with confirmation to show order was received and processed.
- 4.5.3** All valid orders received by vendor will be shipped within 48-72 hours. Total valid order turn around will be ten (10) business days from receipt of order.
- 4.5.4** The successful vendor shall be required to supply all items ordered.
- 4.5.5** No minimum charge for material or minimum material quantities will be allowed.
- 4.5.6** All items shall be shipped exactly as ordered. Substitutes will not be allowed without prior authorization by an authorized CCSD employee of the ordering site or department noted on the Purchase Order or online order.
- 4.5.7** Items not available shall be noted on the packaging slip with the anticipated release / delivery date.

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4.6 SUBSTITUTIONS:

Responding vendors are to provide complete information on the Cost Proposal Form. NO SUBSTITUTIONS WILL BE CONSIDERED! In most cases, each item noted has a specific Manufacturer and MFG Item Number provided. For lines in which the Manufacturer is noted but the MFG Item Number is not, responding vendors are to price only an item by specified Manufacturer. In the situation where neither Manufacturer nor MFG Item Number is provided, responding vendors may specify most appropriate item based on Product Description. CCSD may request a sample of proposed item and will determine if item noted is appropriate for the item specified.

4.7 DELIVERY

4.7.1 Proposed pricing must include any and all delivery, shipping or handling charges.

4.7.2 Orders shall be packaged by order number in such a way so as to secure material from breakage and pilferage. Each package shall have one copy of a priced packing slip attached. The packing slip shall be displayed so as to show the “ship to” point, ordering site and Purchase Order/Online Order number

4.8 RETURN PROCESS

CCSD will notify the vendor within ten (10) business days after receipt of any incorrectly ordered, delivered, or defective material. The successful vendor will provide the school/department with a return authorization. The vendor is responsible for pick-up and return of such items. No service charges or restocking charges for returned items are to be invoiced to the CCSD. Replacement of incorrect items is to be accomplished within ten (10) days upon notification.

4.9 Products and quantities shown in this RFP are estimates based on the previous year’s purchases, and in some instances, quantities purchased under this bid may be less or more than the estimates shown.

4.10 The items specified in this RFP shall be subject to modification in the event it is deemed desirable to revise descriptions, add or delete items, or revise purchase units.

4.11 Awarded vendor(s) will be required to establish and provide ongoing updates to an electronic requisition form for CCSD sites. The electronic requisition will include the modifications mentioned in 4.10, as well as expanding on the items noted on the Cost Proposal Form to encompass all offerings of each line. For example, *Riverside 9x12 Construction Paper-Multiple Colors* will need to be expanded to note each available color and applicable item number.

4.12 The delivery locations shall be subject to modification in the event new locations of operation are added or deleted by the CCSD.

4.13 The CCSD shall not be liable for any cost associated with the preparation and/or presentation of any proposal submitted in response to this RFP or any demonstrations or other performance tests. All responses become the property of the CCSD.

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4.14 IT IS THE INTENT OF CCSD TO AWARD THIS RFP IN TOTAL TO ONE VENDOR. IN THE EVENT ALL ITEMS ARE NOT BID BY THE LOW VENDOR, THE CCSD MAY NEGOTIATE WITH OTHER VENDORS FOR THE UNBID ITEMS.

4.15 The successful vendor will be responsible for providing to the CCSD usage reports and other pertinent statistical data on a regular basis and/or upon request.

5.0 PROPOSAL REQUIREMENTS

All proposal responses must be prepared in the standard format described below to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the RFP to be deemed non-responsive and, therefore, be excluded from consideration.

The proposal requirements are to demonstrate the qualifications, competence and capacity of firms offering proposals for consideration. While additional data may be presented, the following item numbers **5.1 through 5.7** must be included and clearly identified. They represent the criteria against which the non-cost evaluation will be based.

5.1 Cover Letter

5.1.1 Provide a cover letter introducing the company including the corporate name, address and telephone number of the corporate headquarters and local office.

5.1.2 Include the name, address, telephone number, email address and facsimile number of the primary company representative(s) to be contacted regarding proposal response, and if different, account representative upon award. The account representative will serve as the main point of contact in assisting end user with product research, product issues, back orders, invoice discrepancies, problem resolution, etc. The contact information will be noted on the CCSD Intranet Site.

5.2 Firm Qualifications and Experience

Vendor response shall state the size of the firm, years in business, size of customer base, the size of the firm's sales/customer service staff. Describe the financial status of the organization; include any available financial ratings.

5.3 Similar Engagements With Other K12 Entities

Vendor proposal must include a listing of K12 contracts of similar size and scope to this Request for Proposal. Please include annual dollar volume and method of delivery to entities noted.

5.4 Ordering

5.4.1 Provide information regarding online capabilities and examples of online catalog/web-based storefront.

5.4.2 Please provide detailed information regarding the order flow process from. Include examples of all forms documenting the flow of a Customer Order through the proposed process. Process should include how the following are addressed: order confirmation, back orders, packing slips, invoicing, credits, etc

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5.4.3 Please describe if and how Back-to-School ordering is handled differently than standard ordering throughout the school year.

5.5 Delivery of Goods

Documentation verifying delivery capability must accompany proposal. Letters of reference providing this data from other clients similarly sized and provided similar service will be acceptable.

5.6 Provide information regarding online capabilities and reporting features available. Include examples of reporting available.

5.7 Please include other value added services available to the CCSD. CCSD will determine at its discretion as to whether value added features are of use or desirable to them.

6.0 COST PROPOSAL FORM INSTRUCTIONS

6.1 **CCSD is strongly encouraging vendors to submit Cost Proposal forms (pricing) on a CD or Flash drive using the Excel Spreadsheet available for download from the CCSD Purchasing Department website: www.cobbk12.org, Current Solicitations. You must also provide a hard copy of all requested RFP forms with your response. If submitting a CD or Flash drive, DO NOT submit in PDF Format, and it must be included with the hardcopy delivered to the CCSD Purchasing Department. Vendors MUST use the CCSD Cost Proposal form provided.**

6.2 All prices offered shall be firm against any increase for one (1) year from the effective date of the contract. Thirty (30) days prior to renewal, CCSD may entertain a request for escalation in accordance with the most recently published Producer Price Index at the time of the request. For purposes of this section, PPI Index 339942-3, Artists' Equipment and Materials, as published by the United States Department of Labor, Bureau of Labor Statistics will be the benchmark. CCSD reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for 365 days from the date of the increase. This clause also enables CCSD to seek de-escalation on the basis of the same cited index and terms.

7.0 CALENDAR OF EVENTS

Event	Date
Release of Request for Proposal	October 28, 2009
Questions Due	November 4, 2009
Answers to Questions Posted	November 5, 2009
Request for Proposal Closing	November 11, 2009
Evaluation	November, 2009
Award	December, 2009

8.0 PROPOSAL EVALUATION

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8.1 Organization and Completeness of Proposal

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

8.2 Evaluation Procedures – Review of Proposals

A committee comprised of representatives from Curriculum and Instruction, Art Department, Financial Services and Procurement Services will evaluate the proposal responses on the basis of qualifications, relevant experience, responsiveness of proposers, as well as the estimated cost of the engagement. Cost will not be the sole determining factor in the award.

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

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

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8.3 Evaluation Criteria

The selection of an Art Supply Vendor(s) will be based on the review of several key elements in the proposals submitted. They include, but are not limited to the following criteria:

#	Description	Points Possible
1.	Proposal Requirements (Special Terms and Conditions, Section 5.0 - 5.1-5.7)	38
2.	Vendor References	9
3.	Organization and Completeness of Proposal	3
	Non-Cost Subtotal (sum of # 1-3)	50
4.	Cost	50
	TOTAL	100

The non-cost portion of proposals (total of items 1 – 3) can receive a maximum of 50 points (50 %) out of 50 points possible. Only non-cost proposals that receive 35 points (70% of total non cost score) or more will have the accompanying cost evaluated.

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

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CONFLICT OF INTEREST

ALL PROSPECTIVE VENDORS PLEASE READ CAREFULLY

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

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

BOARD MEMBERS:

John E. Abraham, Chairman	Holli Cash
Lynnda Crowder-Eagle, Vice Chairman	John Crooks
David Banks	David Morgan
Allison Bartlett	

CABINET MEMBERS:

Fred Sanderson	Chris Ragsdale	Ed Thayer
Gordon Pritz	Jay Dillon	James Carter
Steven Constantino	Carol Seay	Susan Galante
Mike Addison	Robert Benson	Cheryl Hungerford
Judith Jones	Dale Gaddis	
Donald Dunnigan	Alice Stouder	

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

CONTRACT AGREEMENT

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

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

Company Name

Representative's Signature
(Must be signed in ink)

Address

Representative's Name
(Please type or print)

City, State, and Zip Code

E-Mail Address

Date

Telephone Number and Extension

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

Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

PRICES MUST REMAIN FIRM AS SPECIFIED ON THE AWARD NOTIFICATION LETTER

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

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

TO ALL PROSPECTIVE VENDORS:

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

- 1) The Cobb County School District shall comply with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq.,
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., the **Contractor MUST INITIAL** one of the sections below:

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

OR

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

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

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CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 200_____

Notary Public

My Commission Expires: _____

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

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SUBCONTRACTOR AFFIDAVIT

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

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200____

Notary Public
My Commission Expires:_____

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

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VENDOR REFERENCES FOR:

_____ *Insert Company Name*

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

1. _____
Company

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

2. _____
Company

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

3. _____
Company

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

TO ALL PROSPECTIVE VENDORS:

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

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

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

Thank you for your cooperation.

"NO RESPONSE" REPLY FORM: RFP 03-10, Art Supplies

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

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

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

Company

Representative

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

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RFP Checklist

RFP # 03-10, ART SUPPLIES

We encourage you to save paper. DO NOT print/return the entire RFP document with your response. Please return ONLY the relevant pages on which the company has included a response.

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

- Submitted required number of copies plus an original of the Cost Proposal Form(s) & Required Information
- Minimum Requirement Response Special Terms and Conditions, Section 3.0
- Contract Agreement – signed by an authorized company representative
- Georgia Security and Immigration Compliance Act OCGA 13-10-90 documents -- signed by an authorized company representative
- Vendor Reference Sheet
- Documentation verifying this capability must accompany proposal
- Sample copies of Customer forms and reporting examples (Spec. Terms and Cond. Section 5.0)
- Catalog sample

Vendor: _____

Vendor Contact: _____

COBB COUNTY SCHOOL DISTRICT
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Cobb County Schools: Phone/Fax/Address

CCSD Main Office | 514 Glover Street Marietta, Georgia 30060 | (770) 426-3300
Elementary Schools (including Primary and Intermediate Schools)

School Name	Phone	Address	City, Zip	Fax
Acworth (2-5)	770.975.6600	4220 Cantrell Road	Acworth, 30101	770.975.6602
Addison	770.578.2700	3055 Ebenezer Road	Marietta, 30066	770.578.2702
Argyle	678.842.6800	2420 Spring Road	Smyrna, 30080	678.842.6802
Austell Intermediate (2-5)	770.819.2387	5243 Meadows Road	Pwdr Spgs, 30127	770.819.2389
Austell Primary (K-1)	770.819.5804	5600 Mulberry Street	Austell, 30106	678.398.0041
Baker	770.975.6629	2361 Baker Road, NW	Acworth, 30101	770.975.6631
Bells Ferry	678.594.8950	2600 Bells Ferry Road	Marietta, 30066	678.594.8952
Belmont Hills	678.842.6810	605 Glendale Place	Smyrna, 30080	678.842.6812
Big Shanty	678.594.8023	1575 Ben King Road	Kennesaw, 30144	678.594.8026
Birney	678.842.6824	775 Smyrna-Pwdr Sprgs St.	Marietta, 30060	678.842.6826
Blackwell	678.494.7600	3470 Canton Road	Marietta, 30066	678.494.7602
Brown	678.842.6838	3265 Brown Road	Smyrna, 30080	678.842.6840
Brumby	770.916.7070	1306 Powers Ferry Road	Marietta, 30067	770.916.7072
Bryant Intermediate (3-5)	770.819.2402	6800 Factory Shoals Road	Mableton, 30126	770.819.2404
Bryant Primary (K-2)	770.819.2402	6800 Factory Shoals Road	Mableton, 30126	770.819.2404
Bullard	678.594.8720	3656 Old Stilesboro Road	Kennesaw, 30152	678.594.8727
Chalker	678.494.7621	325 North Booth Road	Kennesaw, 30144	678.494.7623
Cheatham Hill	678.594.8034	1350 John Ward Road SW	Marietta, 30064	678.594.8036
Clarkdale	770.819.2422	4455 Wesley Drive	Austell, 30106	770.819.2424
Clay	770.819.2430	730 Boggs Road	Mableton, 30126	770.819.2432
Compton	770.222.3700	3450 New Macland Road	Pwdr Spgs, 30127	770.222.3702
Davis	678.494.7636	2433 Jamerson Road	Marietta, 30066	678.494.7638
Dowell	678.594.8059	2121 W. Sandtown Road	Marietta, 30064	678.594.8061
Due West	678.594.8071	3900 Due West Road	Marietta, 30064	678.594.8073
East Side	770.578.7200	3850 Roswell Road	Marietta, 30062	770.578.7202
Eastvalley	770.578.7214	2570 Lower Roswell Road	Marietta, 30067	770.578.7216
Fair Oaks	678.594.8080	407 Barber Road	Marietta, 30060	678.594.8082
Ford	678.594.8092	1345 Mars Hill Road	Acworth, 30101	678.594.8094
Frey	770.975.6655	2865 Mars Hill Road	Acworth 30101	770.975.6657
Garrison Mill	770.642.5600	4111 Wesley Chapel Rd.	Marietta, 30062	770.642.5602
Green Acres	678.842.6905	2000 Gober Avenue	Smyrna, 30080	678.842.6907
Harmony Leland	770.819.2483	5891 Dodgen Road	Mableton, 30126	770.819.2485
Hayes	678.594.8127	1501 Kennesaw-Due W. Rd.	Kennesaw, 30152	678.594.8129
Hollydale	678.594.8143	2901 Bayberry Drive	Marietta, 30008	678.594.8145
Keheley	678.494.7836	1985 Kemp Road	Marietta, 30066	678.494.7838
Kemp	678.594.8158	865 Corner Road	Pwdr Spgs, 30127	678.594.8160
Kennesaw	678.594.8172	3155 Jiles Road	Kennesaw, 30144	678.594.8174
Kincaid	770.578.7238	1410 Kincaid Road	Marietta, 30066	770.578.7240
King Springs	678.842.6944	1041 Reed Road	Smyrna, 30082	678.842.6946

COBB COUNTY SCHOOL DISTRICT
MARIETTA, GEORGIA
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School Name	Phone	Address	City, Zip	Fax
LaBelle	678.842.6955	230 Cresson Drive	Marietta, 30060	678.842.6957
Lewis	770.975.6673	4179 Jim Owens Road	Kennesaw, 30152	770.975.6675
Mableton	770.819.2513	5220 Church Street	Mableton, 30126	770.819.2515
McCall (K-1)	770.975.6775	4496 Dixie Avenue	Acworth 30101	770.529.1580
Milford	678.842.6966	2390 Austell Road	Marietta, 30008	678.842.6968
Mount Bethel	770.578.7248	1210 Johnson Ferry Road	Marietta, 30068	770.578.7250
Mountain View	770.578.7265	3448 Sandy Plains Road	Marietta, 30066	770.578.7267
Murdock	770.509.5071	2320 Murdock Road	Marietta, 30062	770.509.5217
Nicholson	770.928.5573	1599 Shallowford Road	Marietta, 30066	770.928.5575
Nickajack	678.842.5814	4555 Mavell Road SE	Smyrna, 30082	678.842.5832
Norton Park	678.842.5833	3041 Gray Road	Smyrna, 30082	678.842.5835
Pickett's Mill	770.975.7172	6400 Old Stilesboro Road	Acworth, 30101	770.975.7121
Pitner	678.594.8320	4575 Wade Green Road	Acworth, 30101	678.594.8319
Powder Springs	770.222.3746	4570 Grady Grier Road	Pwdr Sprgs, 30127	770.222.3748
Powers Ferry	770.578.7936	403 Powers Ferry Road	Marietta, 30067	770.578.7938
Riverside Intermediate (2-5)	770.819.2553	285 South Gordon Road	Mableton, 30126	770.819.2643
Riverside Primary (K-1)	770.819.5851	461 South Gordon Road	Mableton, 30126	678.398.0040
Rocky Mount	770.591.5050	2400 Rocky Mountain Road	Marietta, 30066	770.591.5041
Russell	770.437.5937	3920 South Hurt Road	Smyrna, 30082	770.437.5939
Sanders Intermediate (3-5)	770.819.2568	1550 Anderson Mill Road SW	Austell 30106	770.819.2570
Sanders Primary (K-2)	770.819.2568	1550 Anderson Mill Road SW	Austell, 30106	770.819.2570
Sedalia Park	770.509.5162	2230 Lower Roswell Road	Marietta, 30067	770.509.5342
Shallowford Falls	770.642.5610	3529 Lassiter Road	Marietta, 30062	770.642.5612
Sky View	770.819.2584	5805 Dunn Road	Mableton, 30126	770.819.2586
Sope Creek	770.916.7085	3320 Paper Mill Road	Marietta, 30067	770.916.7087
Still	678.594.8287	870 Casteel Road	Pwdr Sprgs, 30127	678.594.8289
Teasley	770.437.5945	3640 Spring Hill Road	Smyrna, 30080	770.437.5947
Timber Ridge	770.642.5621	5000 Timber Ridge Road	Marietta, 30068	770.642.5623
Tritt	770.642.5630	4435 Post Oak Tritt Road	Marietta, 30062	770.642.5632
Varner	770.222.3775	4761 Gaydon Road	Pwdr Sprgs, 30127	770.222.3777
Vaughan	678.594.8298	5950 Nichols Road	Pwdr Sprgs, 30127	678.594.8300

COBB COUNTY SCHOOL DISTRICT
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Middle Schools

School Name	Phone	Address	City, Zip	Fax
Awtrey	770.975.6615	3601 Nowlin Road	Kennesaw, 30144	770.975.6617
Barber	770.975.6764	4222 Cantrell Road	Acworth , 30101	770.529.0325
Campbell	678.842.6873	3295 S. Atlanta Road	Smyrna, 30080	678.842.6875
Cooper	770.819.2438	4605 Ewing Road	Austell, 30106	770.819.2440
Daniell	678.594.8048	2900 Scott Road	Marietta, 30066	678.594.8050
Dickerson	770.578.2710	855 Woodlawn Drive	Marietta, 30068	770.578.2712
Dodgen	770.578.2726	1725 Bill Murdock Road	Marietta, 30062	770.578.2728
Durham	770.975.6641	2891 Mars Hill Road NW	Acworth, 30101	770.975.6643
East Cobb	770.578.2740	380 Holt Road	Marietta, 30068	770.578.2742
Floyd	770.819.2453	4803 Floyd Road	Mableton, 30126	770.819.2455
Garrett	770.819.2466	5235 Austell-Pwdr Sprgs Rd.	Austell, 30106	770.819.2468
Griffin	678.842.6917	4010 King Springs Rd.	Smyrna, 30082	678.842.6919
Hightower Trail	770.578.7225	3905 Post Oak Tritt Road	Marietta, 30062	770.578.7227
Lindley (6th Grade Academy)	770.819.2414	1550 Pebblebrook Circle	Mableton, 30126	770.819.2498
Lindley (7th & 8th Grades)	770.819.2496	50 Veterans Mem. Highway	Mableton, 30126	770.819.2498
Lost Mountain	678.594.8224	700 Old Mountain Road	Kennesaw, 30152	678.594.8226
Lovinggood	678.331.3015	3825 Luther Ward Road	Powder Springs 30127	678.331.3016
Mabry	770.928.5546	2700 Jims Road	Marietta, 30066	770.928.5548
McCleskey	770.928.5560	4080 Maybreeze Road	Marietta, 30066	770.928.5562
McClure	678.331.8131	3660 Old Stilesboro Road	Kennesaw 30152	678.331.8132
Palmer	770.591.5020	690 North Booth Road	Kennesaw, 30144	770.591.5032
Pine Mountain	678.594.8252	2720 Pine Mountain Circle	Kennesaw, 30152	678.594.8254
Simpson	770.971.4711	3340 Trickum Road	Marietta, 30066	770.971.4507
Smitha	678.594.8267	2025 Powder Springs Road	Marietta, 30064	678.594.8269
Tapp	770.222.3758	3900 Macedonia Road	Powder Springs, 30127	770.222.3760

**COBB COUNTY SCHOOL DISTRICT
MARIETTA, GEORGIA
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High Schools

School Name	Phone	Address	City, Zip	Fax
Allatoona	770.975.6503	3300 Dallas-Acworth Hwy	Acworth, 30101	770.529.7744
Campbell	678.842.6850	5265 Ward Street	Smyrna, 30080	678.842.6852
Cobb Virtual Academy	678.581.6791	440 Glover Street	Marietta, 30060	770.514.3892
Harrison	678.594.8104	4500 Due West Road	Kennesaw, 30152	678.594.8106
Hillgrove	678.331.3961	4165 Luther Ward Road	Powder Springs 30127	678.331.8128
Kell	678.494.7844	4770 Lee Waters Road	Marietta, 30066	678.494.7846
Kennesaw Mtn.	678.594.8190	1898 Kennesaw-Due W. Road	Kennesaw, 30152	678.594.8192
Lassiter	678.494.7863	2601 Shallowford Road	Marietta, 30066	678.494.7865
McEachern	770.222.3710	2400 New Macland Road	Pwdr Sprgs, 30127	770.222.3712
North Cobb	770.975.6685	3400 Highway 293, North	Kennesaw, 30144	770.975.6687
Osborne	770.437.5900	2451 Favor Road	Marietta, 30060	770.437.5902
Pebblebrook	770.819.2521	991 Old Alabama Road	Mableton, 30126	770.819.2523
Pope	770.578.7900	3001 Hembree Road	Marietta, 30062	770.578.7902
South Cobb	770.819.2611	1920 Clay Road	Austell, 30106	770.819.2613
Sprayberry	770.578.3200	2525 Sandy Plains Road	Marietta, 30066	770.578.3202
Walton	770.578.3225	1590 Bill Murdock Road	Marietta, 30062	770.578.3227
Wheeler	770.578.3266	375 Holt Road	Marietta, 30068	770.578.3268

Special Schools

School Name	Phone	Address	City, Zip	Fax
Adult Ed Center	678.594.8011	240 Barber Road	Marietta, 30060	678.594.8015
Cobb Virtual Academy	678.581.6791	440 Glover Street	Marietta, 30060	770.514.3892
Fitzhugh Lee Center (Haven)	678.842.6899	4400 West Atlanta Road	Smyrna, 30080	678.842.6900
Hawthorne Center (Haven)	678.842.6930	1595 Hawthorne Avenue	Smyrna, 30080	678.842.6943
Home Study Program	770.426.3349	6997 Keene Street	Kennesaw 30144	770.426.3349
Homeless Ed. Program (Rose Garden)	678.503.0173	1870 Teasley Road	Smyrna 30080	770.437.5935
Intl. Welcome Center (Lindley)	770.819.2383	50 Veterans Memorial Hwy.	Mableton, 30126	770.819.2373
Oakwood Open Campus	678.594.8240	1560 Joyner Avenue	Marietta, 30060	678.594.8241
Performance Learning Center	678.331.1098	1560 Joyner Ave.	Marietta, 30060	678.331.1058
Success For All Students	678.594.7582	5077 Dallas Hwy. Ste. 115	Powder Springs, 30127	678.594.7586
Title I	770.437.5933	1870 Teasley Rd.	Smyrna, 30080	678.503.0180