



REQUEST FOR QUOTE

COBB COUNTY SCHOOL DISTRICT

PROCUREMENT SERVICES DEPARTMENT

6975 COBB INTERNATIONAL BLVD

KENNESAW, GA 30152

PHONE: 770-590-4524

FAX: 770-426-3371

To: Prospective Vendors

Date: September 15, 2009

From: Lisa Waters

Fax: 770-426-3371

Email: lisa.waters@cobbk12.org

Phone: 770-426-3415

Date/Time Requested: Tuesday, September 22, 2009 at 3:00 PM

Purpose: The Cobb County School District (CCSD) is seeking quotes from qualified vendors for supplying and delivering **Electrical Supplies, Q200100008** to the CCSD. Quote responses can be hand delivered to 6975 Cobb International Blvd., Kennesaw, GA 30152, faxed to 770-426-3371 or e-mailed to lisa.waters@cobbk12.org.

Delivery Location of Supplies: Cobb County School District Maintenance Department
538 Glover Street
Marietta, GA 30060

1.0 General Terms and Conditions:

- 1.1 The Cobb County School District (CCSD) Purchasing Regulations are incorporated in this solicitation (and therefore, any contract awarded as the result of the solicitation) by reference. By acceptance of this solicitation a bidder, potential bidder, or contractor agrees to be bound by the CCSD Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation. Refer to the CCSD Procurement Services web site: <http://www.cobb.k12.ga.us/centraloffice/Purchasing/index.htm>, for the complete [Purchasing Regulations](#).
- 1.2 Prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions, below. CCSD reserves the option to renew the quote annually if agreeable to both the successful bidder and CCSD.
- 1.3 Quotes that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- 1.4 Pricing must be submitted on the Quote Form as requested without conditions unless called for in Special Terms & Conditions.

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- 1.5** For Goods: Quotations 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 if applicable.
- 1.6** The CCSD reserves the right to accept or reject any part of a submitted quotation, to accept the entire quote from one bidder, to accept portions of the quote from several bidders, or to reject all quotations submitted or waive any minor irregularity. The CCSD reserves the right to award under the most beneficial economic terms for the CCSD.
- 1.7** 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.
- 1.8** 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.
- 1.9** If you are declining to quote, please notify the Procurement Services Department by returning your quote signed and noted "No-Bid".
- 1.10** If the CCSD or the successful vendor(s) wish to cancel this quote, 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 penalty and without cause on 30 days' written notice to Vendor. 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 Request for Quote. 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.

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1.11 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.

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.

1.12 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.

1.13 Vendor represents that it has authority to enter into this Agreement. Vendor represents that it is a duly organized and registered entity in the State of Georgia. Vendor represents it has the appropriate licenses or other qualifications to perform the services detailed in this request.

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- 1.14** Vendor will, at its own expense defend, indemnify and hold harmless CCSD, the Cobb County Board of Education, its board members and employees from and against all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) for personal injury and damage to tangible property to the extent the same arise out of vendor's negligence or intentional tortious conduct under this Agreement. CCSD shall be entitled to its reasonable attorneys fees, including the costs of litigation, from the vendor if the School District is a prevailing party for any legal action brought by the vendor regarding this Agreement.
- 1.15** The terms and conditions contained in this Agreement, including the exhibits attached thereto, constitute the "Contract Documents" for performance of the work and services by the vendor. This Agreement constitutes the entire Agreement. To the extent that there is any inconsistency or conflict between or among any of the Contract Documents, this Agreement shall control. which is incorporated herein by reference, constitute the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.
- 1.16** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.
- 1.17** The term of this Agreement shall be for the service period indicated in this agreement. This Agreement is subject to O.C.G.A. § 20-2-506.

2.0 Special Terms and Conditions/Specifications:

- 2.1** Pricing must remain firm one year from the award date. 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, PCU335—335, Electrical Supplies as published by the United States Dept. 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.
- 2.2** The quoted pricing must include any freight, shipment or handling charges.
- 2.3** There are no guarantees as to the quantities CCSD will purchase over the time period stated, and therefore, no liability for non-purchase.

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- 2.4** The Contract Agreement must be completed by the vendor and returned with the quote response. Execution of the contract is a guarantee that these items, when delivered, shall operate fully in every respect.
- 2.5** **Samples:** Samples are not required with the quote submission, but may be requested on all quote items. If requested, samples must be sent to CCSD Maintenance Department within five working days of request. Samples will be sent to CCSD Maintenance Department, Attention: Mark Taylor, 538 Glover Street, Marietta, GA. 30060. **Samples** must meet all specifications and requirements of the quote in addition to performing to the satisfaction of the authorized Maintenance and Procurement personnel.
- 2.6** Where a specific model is listed as the **Only** acceptable model, alternates will not be considered for award. For any item with Mfg/Model section left blank, please fill in your quoted manufacturer and model.
- 2.7** No substitution of any item will be allowed after award is made, without prior approval from CCSD.
- 2.8** **INSURANCE REQUIREMENTS:**
- Commercial General liability with limits of at least \$1,000,000.00 aggregate. Coverage must include products and completed operations with reporting of claims on occurrence basis.
 - Cobb County School District must be named as an additional insured on all applicable policies. The insurance carriers should be licensed to do business in the state of Georgia. The carriers must have an AM Best rating of A- or higher.
 - Signing of Contract Agreement signifies that Vendor complies with insurance requirements as specified.
 - Proof of Insurance is not required with submission of proposal, but must be available upon request (including during the evaluation process) CCSD will require proof of insurance before issuance of Award Letter/Contract.
 - **Vendor may choose to include proof of insurance with submission of proposal in order to expedite the evaluation process and issuance of award to the successful bidder.**
 - After notification of pending award, a vendor not including proof of insurance with their proposal will be given not more than 5 (five) business days (including day of notification) to provide proof or the proposal will be deemed non-responsive.

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

TO ALL PROSPECTIVE VENDORS:

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

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

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

OR

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

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

CCSD is strongly encouraging vendors to submit Quote forms (pricing) on a CD using the Excel Spreadsheet (Attachment A) available for download from the CCSD Purchasing Department website: www.cobbk12.org, Vendor Resources: Current Solicitations. You must also provide a hard copy of all quote forms with your response. The hard copy and the CD must match. If there is a discrepancy between the CD and the hard copy, the hard copy will be used as the official submission. If submitting a CD, it must be included with the hardcopy delivered to the CCSD Purchasing Department. The CD must be clearly marked with vendor name, quote name and number. Vendors MUST use CCSD quote forms / spreadsheets provided whether or not submitting via CD.

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CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Electrical Supplies** to the Cobb County School District and, subject to any properly disclosed exceptions which are accepted by CCSD, do agree to all terms and conditions 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 bidders 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 EARLIEST POSSIBLE DELIVERY/START DATE: _____

PRICES MUST REMAIN FIRM AS SPECIFIED ON THE AWARD NOTIFICATION LETTER

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

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"NO QUOTE" REPLY FORM: RFQ # 20100008, Electrical Supplies

If you do not wish to respond to the attached Request For Quote, 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 Request For Quote.

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 respond: _____

