

INVITATION FOR BIDS
IFB 011-26
SPARTAN MILLENIA BRIGHT DURA GLOSS
LAMINATE FLOOR WAX



CLAYTON COUNTY PUBLIC SCHOOLS

DR. DOUGLAS HENDRIX SR.
Interim Superintendent/CEO of Schools

RAMONA BIVINS
CFO/Chief of Business Services
& Strategic Improvement

A handwritten signature in cursive script, appearing to read "Debra B. Brewer".

Debra B. Brewer, Esq., CPPO
Director of Procurement
1098 Fifth Avenue, Jonesboro, Georgia, 30236

Response Submission Deadline:
July 8, 2026
3:00 p.m. Eastern Standard Time (EST)

SCHEDULE OF EVENTS

EVENT	DATE OR DEADLINE Eastern Standard Time (EST)
IFB Release	Thursday, May 21, 2026
Pre-Bid Conference Zoom Meeting ID: 803 679 1191	Thursday, June 4, 2026 @ 10:00 A.M.
Deadline for Submission of Questions Submit questions to: Bonfire Portal	Thursday, June 11, 2026 @ 3:00 P.M.
Answers Posted by Addendum at: Bonfire CCPS Bids and GPR Bid	Thursday, June 18, 2026
IFB Submission Deadline	Thursday, July 8, 2026 @ 3:00 P.M.
Bid Opening Zoom Meeting ID: 803 679 1191	Thursday, July 8, 2026 @ 3:00 P.M.
Procurement Representative	Tammy Walker

RESPONSE SUBMISSION FORM

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

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

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IFB 011-26
SPARTAN MILLENIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX
INFORMATION AND INSTRUCTIONS TO BIDDERS

- 1 Services Required:** This Invitation for Bid (“IFB”) is to solicit bids from qualified and responsible Bidders to provide Spartan Millennia Bright Dura Gloss Laminate Floor Wax for Clayton County Public Schools for Clayton County Public Schools (“CCPS” or “District”). Bidders will provide products to CCPS as needed. A detailed Scope of Services (“SOS”) is set forth in this IFB.
- 2 Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the CCPS Purchasing Policies and Procedures. By submitting responses in reference to this solicitation, a Bidder acknowledges familiarity with CCPS Purchasing Policy and Procedures and all laws applicable to this solicitation, which policies, procedures and laws are incorporated into this IFB by reference.
- 3 Minimum Qualifications:** Each Bidder must have the minimum qualifications set forth in the IFB.
- 4 Criminal Background Check:** By submitting a response in reference to this solicitation, the Bidder acknowledges that a satisfactory criminal background check and history may be required for anyone coming into direct or indirect contact with CCPS students at no cost to CCPS.
- 5 Certificate of Authority to Transact Business in Georgia:** Each Bidder must submit with its response documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. This requirement also applies to Joint Venture (JV) Team Members, Sub-Contractors and Sub-Sub-Contractors.
- 6 Business License:** The Bidder is requested to submit a copy of its current, valid business license with its submittal. If the Bidder is a Georgia corporation, Bidder is requested to submit a valid county or city business license. If Bidder is a joint venture, Bidder is requested to submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
- 7 Professional License:** The Bidder must attach a copy of any professional license required by this IFB with its submittal. All required licenses must be maintained for the duration of any contract award period.
- 8 Tax Exemption Status:** CCPS is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by CCPS. Exemption certificates are available upon request.
- 9 Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All services, labor, and materials must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to

the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- 10. No Offer by CCPS and Firm Offer by Bidder:** This solicitation does not constitute an offer by CCPS to enter into an agreement and cannot be accepted by any Bidder to form an Agreement. This solicitation is only an invitation for offers from interested Respondents and no offer shall bind CCPS. A Respondent's offer is a firm offer and may not be withdrawn except as provided in this IFB, CCPS Purchasing Policies and Procedures and other applicable law.
- 11. Georgia Open Records Act:** Information provided to CCPS is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]".
- 12. Illegal Immigration Reform and Enforcement Act:** This IFB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its submittal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Response at the time of submission. Under State Law, the CCPS cannot consider any Response which does not include the completed forms. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Respondents intending to do business with CCPS are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on CCPS solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://www.e-verify.gov/employers/enrolling-in-e-verify>.
- 13. Sub-Contractors and Sub-Consultants:** Bidder shall ensure the responsibility standards for each of its Sub-Contractors and Sub-Contractors as listed below and in each and every part of this IFB. Verification must include documentation that each Sub-Contractor or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this IFB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder shall not furnish any statement, representation, or certification in connection with Sub-Contractors or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Contractor or Sub-Contractor may result in a finding that the Bidder is not responsible. All proposed Sub-Contractors and Sub-Contractors shall be listed in the Bidder's response. Bidder shall ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate

facilities, finances and business systems to perform the scope of services. CCPS reserves the right to approve all Sub-Contractors and Sub-Contractors.

- 14. Sub-Contractors and Manufacturers:** Bidders are required to submit, in writing, the addresses of any proposed Sub-contractor or equipment manufacturers listed in the response and may be required to submit other material information relative to proposed Sub-contractor. County reserves the right to disapprove any proposed Sub-contractor whose technical or financial ability, or resources, or experience are deemed inadequate.
- 15. Inclusivity in Purchasing Policy:** Bidders are required to comply with the CCPS Inclusivity in Purchasing Policy (DJEAB) and Small Local Business Enterprise Program.
- 16. Minority, Female Business and Local Enterprises:** It is the intent of CCPS that Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and Local and Small Business Enterprises (L/SBE) have an equal opportunity to participate in CCPS procurement opportunities. Bidders are encouraged to use said MBE, WBE and L/SBE's whenever possible in the execution of any contract, an offer by CCPS to enter into an agreement and cannot be accepted by any Bidder to form an Agreement. This solicitation is only an invitation for offers from interested Respondents and no offer shall bind CCPS. A Respondent's offer is a firm offer and may not be withdrawn except as provided in this IFB, CCPS Purchasing Policies and Procedures and other applicable law.
- 17. Cooperative Agreement:** CCPS may permit piggybacking or cooperative use of any contract resulting from this IFB by other city, county, local authority, agency, or board of education if the bidder will extend the same prices, terms, and conditions. This provision shall not apply to any contract where piggybacking or cooperative use is prohibited by law.
- 18. Reasonable Accommodation:** CCPS will provide reasonable accommodations for Bidders with a disability. Bidders should request reasonable accommodations by contacting the Purchasing Department by email with the IFB name and number in the subject line to purchasing@clayton.k12.ga.us. If accommodations at the Pre-Bid conference are needed, please notify the Purchasing Department by email no later than forty-eight (48) hours in advance.
- 19. Conflict of Interest:** Bidders are advised to read and familiarize themselves with the conflict-of-interest provisions of this IFB contained in Appendix B, General Terms and Conditions, and Required Form Submittals.
 - 19.1** CCPS reserves the right to issue solicitations for specific projects that are independent of this IFB. Except as stated in this IFB, successful Bidders under this IFB are not precluded from responding to such solicitations.
 - 19.2** All interests of CCPS employees, officers or elected officials in Bidder's firm should be listed and disclosed with Bidder's response to this IFB.

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B. SUBMISSION OF RESPONSE

- 1 Ownership of Responses:** Each Response submitted to CCPS shall become the property of CCPS, without compensation to a Bidder, for use by CCPS, at its discretion. CCPS shall not be liable for any response preparation costs incurred by Bidders, or for any subsequent work on the response or additional documentation required by CCPS.
- 2 Duration:** Responses submitted in to this IFB must be valid for a period of one hundred-twenty (120) calendar days from the Response Submission Deadline and must be marked as such.
- 3 Submission Deadline and Bid Opening:** Sealed Responses to this IFB will be received by the CCPS Purchasing Department until 3:00 P.M., Eastern Standard Time (EST) on **Thursday, July 8, 2026**. The bid opening will be held via Zoom at: [IFB 011-26 SPARTAN MILLENIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX Zoom Meeting ID: 803 679 1191](#). Attendance during the bid opening is voluntary for Bidders responding to this IFB; however, Bidders are encouraged to attend.
 - 31** Bidders must register in Bonfire as a vendor at: <https://claytonk12ga.bonfirehub.com/portal/?tab=login> in order to submit a bid prior to the submission deadline.
 - 32** Bids and all required forms must be fully completed, signed in ink and uploaded in Bonfire under the correct solicitation (IFB No. 011-26 Spartan Millenia Bright Dura Gloss Laminate Floor Wax).
 - 33** CCPS will only accept online submissions for this IFB. Oral, telephonic, facsimile, emailed and mailed bids will not be considered.
 - 34** For any technical questions or difficulties, contact Bonfire Support at <https://customer.eunasolutions.com/public/s/>
- 4 Late Responses:** Late Responses received will not be considered.
- 5 Pre-Bid Conference:** A Non-Mandatory Pre-Bid Conference has been scheduled for at **Thursday, June 4, 2026 at 10:00 a.m., EST**. The Pre-Bid Conference will be via Zoom at: [IFB 011-26 Pre-Bid Conference Zoom Meeting ID #: 803 679 1191](#). During the Pre-Bid Conference, the general requirements of the project will be discussed. Any questions raised by potential Bidders will be discussed. Verbal answers to questions during the Pre-Bid Conference will not be authoritative. It should be emphasized, however, that nothing stated or discussed during the course of this conference call shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.
- 6 Solicitation Questions:** Any questions regarding this IFB should be submitted on or before **Thursday, June 11, 2026 at 3:00 p.m., EST**. All questions must be submitted in Bonfire for this IFB at: Bonfirehub.com Portal at Vendor Discussions. Questions received after the designated period may not be considered. Verbal responses are not authoritative. Answers to questions will be made by addendum

posted to the Bonfire CCPS Bids and GPR CCPS Bids on **Thursday, June 18, 2026**. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this solicitation.

7. **Prohibited Contacts:** All Bidders and representatives of Bidders are strictly prohibited from contacting CCPS employees, CCPS Officials, Elected Officials or any third-party representatives of CCPS on any matter having to do with this IFB. All communications by any Bidder concerning this IFB must be made in writing to the CCPS Purchasing Department.
8. **Protests:** Protests dealing with specifications or the solicitation shall be filed not later than three (3) working days prior to the response due date. Other protests shall be filed no later than three (3) working days after the response due date, or if the protest is based on subsequent actions of CCPS, not later than three (3) working day safter the aggrieved person knows or should have knowledge, of the facts given rise to the protest. All Protests should specify exactly what is being protested. Protests are considered filed when received by the Director of Procurement. Protests which are not filed in a timely manner, as set forth above, will not be considered. Bidder agrees to pay for CCPS reasonable attorney's fees and expenses of litigation for any protest arising out of this solicitation in which CCPS is a prevailing party. Only those who participated in the solicitation are eligible to protest.

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IFB 011-26

SPARTAN MILLENIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX

GENERAL INFORMATION

1. INTRODUCTION

Clayton County Public Schools ("CCPS") is soliciting bids from qualified individuals or firms ("Bidder") for Spartan Millenia Bright Dura Gloss Laminate Floor Wax. Bidders will provide products to the District on an as needed basis. A detailed Scope of Services ("SOS") is set forth in this IFB.

2. BACKGROUND

Clayton County Public Schools ("CCPS") is fully accredited through Cognia. The district offers a focused world-class program based on a challenging curriculum which is taught from pre-kindergarten through 12th grade. Serving over 52,000 students, Clayton County Public Schools is ranked among the 100 largest school districts. Made up of 67 schools and a variety of programs, the school system has over 6,200 employees.

3. INTENT TO AWARD

CCPS intends to make one (1) award; however, CCPS reserves the right to make one (1) award, multiple awards or no award for IFB No 011-26 Spartan Millenia Bright Dura Gloss Laminate Floor Wax.

4. TERM OF AGREEMENT

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

The initial term of the Agreement and any renewal terms are collectively referred to as the "Term". The initial term of this Agreement shall be for one (1) year, and may be automatically renewed for two (2) successive one (1) year terms upon the same terms and conditions. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the CCPS on June 30th of the year in which it was executed and on June 30th of each succeeding and renewed year, as required by O.C.G.A. § 20-2-506 (b), as amended, unless terminated earlier in accordance with the termination provisions of this agreement.

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

5. SCOPE OF SERVICES

Bidders must comply with all Federal, State of Georgia and local regulations and laws applicable to Spartan Millenia Bright Dura Gloss Laminate Floor Wax. Bidders must provide all services as requested in this IFB in accordance with Scope of Services attached hereto

hereto and incorporated herein by reference.

6. CCPS STANDARD AGREEMENT

The Draft Agreement included as Attachment C is a standard CCPS document which should be thoroughly reviewed by all Bidders prior to submitting a bid. Any proposed revisions to the terms or language of this IFB must be submitted in writing with Bidder's response. CCPS does not accept bids conditioned upon acceptance of exceptions of revisions are unacceptable to CCPS. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to CCPS, Bidders should review any proposed revisions carefully. Refer to Information and Instructions to Bidders, Award and Execution of Agreement in this IFB. Modifications or additions to the CCPS Standard Contract will not be entertained after contract award.

7. REQUIRED FORM SUBMITTALS

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

8. QUANTITIES ORDERED

The quantities specified in the Bid Cost Form are estimates only. There are no guarantees as to the quantities CCPS will require over the time period stated, therefore, no liability for the non-purchase of any goods and/or services. More or less of the estimated quantity may be purchased.

9. MINIMUM ORDER CLAUSE

The vendor must state the minimum order requirement(s) in the bid. CCPS will not accept a minimum order clause after the CCPS contract has been awarded.

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APPENDIX A



PURCHASING DEPARTMENT *CODE OF ETHICS*

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

APPENDIX B

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Invitation for Bid (IFB) apply to all solicitations. Where there are specific or special conditions contained herein that conflict with the General Information and Instructions, the more specific or special conditions will prevail. The terms Contractor, Supplier, Provider and Bidder may be used interchangeably herein.

- I. **Contract Renewal.** Upon executing its option to renew, CCPS will notify the Contractor of such renewal, at which time the Contractor shall be bound to provide Services during such renewal term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by the Contractor that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal term.
- II. **Payment.** A purchase order will be issued to authorize the purchase of the services/commodities. Delivery/release of services/commodities is not authorized until the receipt of a purchase order.
 - a. The Contractor shall invoice CCPS on a monthly basis. If payment is to be made by line item, when a single line item has been satisfactorily delivered, complete payment will be made within thirty (30) days from either the date of delivery or the receipt of a satisfactory invoice in triplicate, whichever occurs last.
 - b. Invoices should be sent to Clayton County Public Schools, Accounts Payable, 1058 Fifth Avenue, Jonesboro, Georgia 30236 or via email to accountspayable@clayton.k12.ga.us. All invoices must show the contract number, work performed and period of work. Payment will be made via electronic payment or check. CCPS reserves the right to modify these terms should extenuating circumstances prevail.
- I. **Non-Appropriation.** Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by CCPS solely from appropriations received by CCPS. In the event such appropriations are determined, in the sole discretion of the Chief Financial Officer of CCPS, no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CCPS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Chief Financial Officer for CCPS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.
- M. **Scope of Services.** Contractor shall provide Spartan Millenia Bright Dura Gloss Laminate Floor Wax in accordance with the IFB and Scope of Services.
- V. **Compliance with Laws, Licenses, Permits.** Contractor shall comply with all local, state, and federal laws and regulations applicable to its responsibilities under this Agreement. During the term of this Agreement the Contractor shall maintain all

licensing and permits required to provide Services. Failure to maintain such licensing shall be cause for termination of this Agreement. Contractor shall obtain and maintain all permits, licenses, certifications and approvals as required by all regulatory agencies with jurisdiction over the assigned Services, including any regulatory agencies of CCPS.

VI. Insurance.

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

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

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

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

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

certificate of insurance.

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

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

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

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

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

c. Comprehensive General Liability Insurance

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

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

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

d. Automobile Liability Insurance

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

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

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

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

V I. Contractor as Independent Contractor. In conducting its business hereunder, the Contractor shall act as an independent contractor and not as an employee or agent of CCPS. The selection, retention, assignment, direction and payment of the Contractor's employee shall be the sole responsibility of the Contractor. Nothing in this agreement shall be deemed to constitute Contractor and CCPS as partners, joint ventures, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither party has authority to represent or bind or create any legal obligations for or on behalf of the other party.

IX. Contractor's Personnel. The Contractor shall assign sufficient qualified personnel to provide the Services required by CCPS. Contractor shall assign personnel that possess the necessary skill sets to ensure proper installation and operation of the Services. The Contractor will assume all costs associated with the replacement of any Contractor personnel whose continued assignment is not in the best interest of

CCPS. Without cost to CCPS, the Contractor agrees to remove any personnel who has engaged in a willful misconduct or had committed a material breach of this agreement.

X **Contractor's Authority, Representations and Warranties.** The Contractor represents that the Contractor, its employees, and its sub-Contractors are possessed of the knowledge, training, skills, experience, and financial strength required to provide the services outlined in this Agreement. Contractor further warrants that its integrity, reputation, skills and performance of the Services requested shall be of the highest caliber. Contractor warrants that it will perform its services in a prompt and timely manner, which shall not impose delays in official operation of CCPS; and that services will be performed in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing similar services. The Contractor warrants that as of the date above written that:

- a. It is duly organized and validly existing in good standing under the laws of the state in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver

and to perform its obligations under this Agreement and the documents to which it is signatory; and
- b. The execution, delivery and performance by Contractor and its undersigned representative(s) of this Agreement and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- c. The execution, delivery and performance by Contractor of this Agreement and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, and is enforceable against Contractor in accordance with its terms; and
- d. No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Agreement, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein.

XI. **Confidential Information.**

- a. **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by CCPS, Contractor will return any

trade secrets to CCPS. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

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

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

- XI. Work Product.** Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its Contractors exclusively for CCPS under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of CCPS. Any of Contractor's or its Contractors' works of authorship comprised within the Work Product (whether created alone or in concert with CCPS or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to CCPS. Contractor and its Contractors grant CCPS a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for CCPS under this Agreement

- a.** If any of the Work Product is determined not to be a "work made for hire", Contractor assigns to CCPS, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and

renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to CCPS, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to CCPS during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

- b.** CCPS shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- c.** To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor Personnel may not originally vest in CCPS by operation of Applicable Law, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to CCPS all rights, title and interest in the Work Product.
- d.** Without any additional cost to CCPS, Contractor Personnel shall promptly give CCPS all reasonable assistance and execute all documents CCPS may reasonably request to enable CCPS to perfect, preserve, enforce, register and record its rights in all Work Product. Contractor irrevocably designates CCPS as Contractor's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Contractor's name, with the same force and effect as if performed by Contractor.

XI. Audit Inspection Rights.

- a. General.** Contractor will provide to CCPS, and any Person designated by CCPS, access to Contractor Personnel and to Contractor owned Facilities for the purpose of performing audits and inspections of Contractor, Contractor Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: verify the accuracy of Charges and invoices; examine Contractor's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by CCPS. Contractor shall provide full cooperation to CCPS and its designated Persons in connection with audit functions and examinations by regulatory authorities.
- b.** All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report. If any audit or inspection of Charges or Services reveals that CCPS has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment and Contractor shall also pay to CCPS interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate

permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to CCPS by Contractor.

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

XV. **Contractor Affidavit and Compliance.**

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

XVI. **Inclusivity in Purchasing Policy.** Contractors are required to comply with the CCPS Inclusivity in Purchasing Policy (DJEAB) and Small Local Business Enterprise Program.

XVI. **Performance of Agreement.**

- a. CCPS reserves the right to enforce the Contractor's performance in any manner prescribed by law or deemed to be in the best interest of CCPS in the event of breach or default of the Agreement.
- b. The Contractor shall execute the entire work described in the Agreement Documents, except to the extent specifically indicated in the Agreement documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this Agreement. The Contractor covenants with CCPS to utilize the Contractor's best skill, efforts and judgment in furthering the

interest of CCPS; to furnish efficient business administration and supervision; to make its best efforts to furnish at all times an adequate supply of workers and materials; and to complete the Services in the best way and most expeditious and economical manner consistent with the interest of CCPS.

- d. The Contractor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the CCPS.

XVI. **Indemnification.** Contractor shall agree to indemnify, defend, save and otherwise hold harmless CCPS, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement, except to the extent that such loss results from the negligence of CCPS. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Agreement and continue for a period of two years after termination thereof. The successful Contractor shall protect CCPS from claims involving infringements of patents, copyrights or other intellectual property rights. The unauthorized use of patented articles is done at the risk of the Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such Bidder to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of CCPS, its departments, all elected and appointed officials, to include, but not limited to, its directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

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

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

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

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

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

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

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

XXI. Default and Termination.

- a. Termination by CCPS.** This Agreement shall be subject to termination by CCPS at any time if any one or more of the following events occurs:
 - i.** The default by the Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Contractor to remedy, or undertake to remedy with sufficient forces and to CCPS's reasonable satisfaction. CCPS shall provide the Contractor with notice of any conditions which violate or endanger the performance of the Agreement. If, after such notice, the Contractor fails to remedy such conditions within ten (10) days, or such other term set forth in such notice, to the satisfaction of CCPS. CCPS may exercise its option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately with no additional expense to CCPS.
 - ii.** Contractor files a voluntary petition in bankruptcy, including a

reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

- i. Contractors' failure to conduct services according to the approved specifications.
 - iv. Contractor's failure to keep, perform, or observe any other term or condition of the Agreement shall default to Termination for Convenience.
 - v. Contractor's performance of the Agreement is unreasonably delayed.
 - vi. Should the Contractor fail to provide the or services when ordered, and in accordance with the Specifications and any other requirements contained herein, the CCPS reserves the right to purchase services covered by this Agreement elsewhere if available from an alternate source.
- b. **Termination for Convenience.** CCPS may, at its sole option, terminate the Agreement with or without cause at any time upon a ten (10) day written notice by certified mail to the Contractor without prejudice to any other right or remedy it may have. CCPS reserves the right to terminate the Agreement if funding is unavailable for the Services or if any applicable grant funding is terminated or expires.

XXI. Miscellaneous Provisions

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and as of its Effective Date supersedes all prior or independent Agreements between the parties covering the subject matter hereof for the services to be provided, and all representations, warranties, inducements, promises or Agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.
- b. CCPS hereby engages the Contractor and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following documents:
- i. Any amendments as mutually agreed and signed by both parties;
 - ii. Any subsequent Change Orders as mutually agreed to and approved by CCPS;
 - iii. Contractor's insurance certificates;
 - iv. Contractor's licenses and permits;
 - v. Contractor's Affidavit of Compliance; and
 - vi. Appendices A, B, C, D, E, F and G.

- c. **Change Orders.** CCPS and the Contractor hereby agree that no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to CCPS's policies and procedures governing change orders, and is signed by CCPS and the Contractor's duly authorized representatives.
- d. **Severability.** If a provision or term hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- e. **Headings.** The headings used in these General Terms and Conditions are intended for convenience and reference only and do not define or limit the scope or meaning of any provision.
- f. **Force Majeure.** Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.
- g. **Waiver.** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.
- h. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by
 - (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to CCPS (c) overnight courier service, or (d) delivered in person to the Contractor or its authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to CCPS or by CCPS to the Contractor's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed to CCPS as follows: Director, Clayton County Public Schools (CCPS) Purchasing Department, 1098 Fifth Avenue, Jonesboro, GA 30236.

APPENDIX C

REQUIRED FORMS

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

IFB 011-26 Spartan Millenia Bright Dura Gloss Laminate Floor Wax
Name of Project

Clayton County Public Schools
Name of Public Employer

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

Executed on _____, 20____in_____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

SUB-CONTRACTOR AFFIDAVIT AND AGREEMENT

CCPS, Req. Form 2, 08/2016

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

IFB 011-26 Spartan Millenia Bright Dura Gloss Laminate Floor Wax
Name of Project

Clayton County Board of Education
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

SUB-SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

CCPS, Req. Form 3, 08/2016

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

IFB 011-26 Spartan Millenia Bright Dura Gloss Laminate Floor Wax
Name of Project

Clayton County Board of Education
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

IFB 011-26
SPARTAN MILLENNIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX

BIDDER REPRESENTATIONS AND DECLARATIONS

This Acknowledgement of Representations and Declarations and Agreement must be properly signed and notarized, and returned with Bidder's response to this IFB.

- 1 Anti-Lobbying Provision.** All respondents, including agents, personnel, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

- 2 Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

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

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

specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or bid therefor.

- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

- 4. **Debarment.** The undersigned Service Provider/Contractor provides this assurance and certification that they are not currently debarred from submitting bids or bids on contracts by any agency in the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.
- 5. **Covenant of Non-Discrimination.** The undersigned understands that it is the policy of CCPS to promote full and equal business opportunity for all persons doing business with the CCPS. The undersigned covenants that we have not discriminated, on the basis of race, color, religion, sex, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.
- 6. **Small Local Business Enterprise (SLBE) Program.** The undersigned Bidder hereby state that they have read and understand the requirements and conditions as set forth in the CCPS Inclusivity in Purchasing, Small Local Business Enterprise Program, and that reasonable effort were made to support the CCPS in providing the maximum practicable opportunity for the utilization of SLBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with CCPS in the form and to the extent prescribed by. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Bidders/Bidders and their subcontractors/suppliers. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of CCPS, then in any such events the Bidder's act or failure to act shall constitute a material breach of contract, entitling CCPS to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies CCPS may have for other defaults under the Contract. Additionally, Bidder will be subject to the loss of any future contract awards by the CCPS for a period of one year.
- 7. **Certify Satisfaction of all Underlying Obligations. (If Applicable).** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by CCPS, the Contractor shall certify to CCPS in writing, in a form satisfactory to CCPS, that all subcontractors, materialmen suppliers and similar firms or persons involved in the CCPS contract have been paid in full at the time of final payment to the Contractor by CCPS or will be paid in full utilizing the monies constituting final payment to the Contractor.

8. Bidder Declarations:

- a. I, the undersigned, have carefully examined and fully understand the CCPS General Terms and Conditions and this solicitation in its entirety, including all required forms and Bidder Representations, and agree to conform with every requirement. I certify that I am legally authorized to make the statements and representations herein and sign this quote for the Bidder. Signing this form affirms that the Original Request for Bid Document has not been altered in anyway.
- b. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Bidder.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, **20**__

Subscribed and sworn to or affirmed by _____
(name), as the _____ **(title) of** _____
(entity or partnership name) this _____ **day of** _____, **20**__.

Notary Public of _____ (state)

My commission expires: _____



Clayton County Public Schools

Request for Taxpayer Identification Number and Certification

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	6 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
8 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

REFERENCE AND RELEASE FORM

CCPS, Req. Form 5, 08/2016

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

Bidder Name: _____

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

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

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

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

Authorized Signature: _____ Date: _____

APPENDIX D

SLBE PROGRAM - REQUIRED DOCUMENTS

APPENDIX D
SLBE PROGRAM-REQUIRED DOCUMENTS



CLAYTON COUNTY PUBLIC SCHOOLS
INCLUSIVITY IN PURCHASING
SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

It is the policy of Clayton County Public Schools (CCPS) to promote full and open opportunity for all persons and businesses to participate in CCPS procurement. To help accomplish this goal, the Clayton County Board of Education has enacted an Inclusivity in Purchasing Policy. A race, ethnicity and gender neutral Small Local Business Enterprise (SLBE) Program has been developed to promote the growth and development of local small businesses, strengthen the local CCPS economy, contribute to the local tax base and expand employment opportunities for local residents. The SLBE program is designed to ensure that those seeking to participate in solicitations valued at \$50,000 or greater are not precluded or discriminated against based on race, color, religion, national origin, disability, ethnicity, sex or gender. For all qualified solicitations, the program also requires that SLBE Contracting Goals be met, or Good Faith Efforts (GFE) to meet the goals be demonstrated.

SLBE Contracting Goals	
Construction and Construction Management Services	15%
Professional Services	15%
Goods or Services	15%

The SLBE program identifies for-profit Small Local Business Enterprises located and operating within the geographical boundaries of Clayton County, Georgia and for-profit Small Locally Based Businesses located and operating outside of the geographical boundaries of Clayton County, Georgia but within the surrounding Atlanta Metropolitan Statistical Area (MSA) that includes the following counties: Barrow, Bartow, Carroll, Cherokee, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding, and Walton. To be located means to have a physical presence within the geographical boundaries of Clayton County or the MSA such as an office, warehouse or other business facility, but specifically excluding the existence of a post office box without any other presence, for at least one (1) year prior to the date of the submission of a bid or proposal. To operate means to be the holder of a current business license issued by the local government within Clayton County or the MSA for at least one (1) year prior to submission of a bid or proposal.

Since this is a new program and CCPS is currently establishing a database of certified SLBEs, bidders/proponents may utilize any SLBE(s) certified by one of the official certifying agencies in Clayton County or from one of the listed counties within the MSA to meet SLBE Contracting Goals. SBEs qualified by the SBA with a current business license from Clayton County or one of the listed counties within the MSA may also be utilized. Proof of certification and current business license must be submitted with Bidder's/Proposer's response to any qualified solicitation.

APPENDIX D
SLBE PROGRAM-REQUIRED DOCUMENTS

Certified SLBEs located and operating within Clayton County, Georgia that contribute to the local tax base are granted a preference on bids and proposals submitted in response to qualified solicitations.

SLBE-CLAYTON PREFERENCES	
The preference/bid-match provisions do not apply to solicitations or bids where applicable procurement laws prohibit or restrict these types of preferences, including construction projects covered by the Georgia Local Government Public Works Construction Law.	
Request for Proposals (RFP)	5 Points in Initial Evaluation
Invitations for Bids(IFB)	Bid Match Lowest SLBE-CLAYTON bidder will be allowed to match the low bid of a Non SLBE-CLAYTON bidder if such bid is responsible and responsive and within five (5) percent of the low bid submitted by a Non SLBE-CLAYTON bidder. The SLBE-CLAYTON must match the bid in timeframe prescribed by CCPS.

Without exception all bidders/proponents, including those that are SLBEs, must comply with all SLBE program requirements. Each bidder/proponent, including SLBE bidders/proponents, must submit documentation showing that the required SLBE contracting percentage goal will be performed by a certified SLBE. Please find attached hereto the mandatory forms and requirements for this particular solicitation. The mandatory documents include:

1. SLBE Subcontractor/Supplier Utilization Plan;
2. Letter of Intent describing the work, material, equipment and/or services to be provided by each SLBE and the agreed percentage of participation; and
3. Subcontractor/Supplier Contact List and Documentation of Good Faith Efforts (GFE).

Bidders/Proponents failing to meet the SLBE contracting goal must document contacts and demonstrate GFE on the prescribed form. GFE may include, but are not limited to, the following:

- a) Identifying scope(s) of work which may be available for the inclusion of SLBEs or making efforts to divide work into subcontracting areas wherein SLBEs are likely to be successful;
- b) Assisting potential SLBEs with bonding, insurance or other contracting requirements;
- c) Attending pre-solicitation meetings to meet potential SLBEs;
- d) Reviewing SLBE registry and contacting those that can perform a Commercially Useful Function on a specific project;
- e) Advertisement in a trade publication or journal to target SLBEs for a specific project.
- f) Hosting a virtual or in-person event to solicit SLBEs; and
- g) Outreach to advocacy groups/trade associations where SLBEs might be members.

APPENDIX D
SLBE PROGRAM-REQUIRED DOCUMENTS

Failure to achieve SLBE contracting goals or demonstrate GFE shall result in a bid or proposal being deemed non-responsive. Protests of a non-responsive determination must be made in accordance with the protest provisions provided in the solicitation.

Following contract award, Prime Contractors are required to report SLBE usage with each request for payment but not less than once each month in the form and method to be prescribed by CCPS. To remain compliant, all Prime Contractors must submit proof of payment to all SLBE sub-contractors within seven (7) days of receipt of payment from CCPS. SLBE sub-contractors must submit proof of receipt of payment to CCPS within seven (7) days of receipt of payment from each Prime Contractor in the form and method to be prescribed by CCPS. False statements or representations, or the failure to provide required reporting and documentation shall constitute a material breach of contract entitling CCPS to pursue remedies for default, including termination of contract and debarment from future awards.

SLBE participation shall be counted by calculating the value of the commercially useful function provided. Suppliers shall receive full SLBE participation credit if they regularly manufacture or warehouse materials, supplies or equipment supplied for use; otherwise the maximum amount of participation credited shall be sixty percent (60%).

SLBEs bidders/proponents may meet up to fifty percent (50%) of the SLBE goal when it self-performs at least fifty percent (50%) of the scope of work.

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SLBE SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Directions to Bidder/Proponent: Please complete this form in its entirety and submit with bid/proposal documents. Attach a copy of each SLBE'S proof of certification and current business license. A signed Letter of Intent from each SLBE listed must be completed and attached.

Bidder/Proponent: _____

Solicitation: Name: _____ Solicitation Number: ____

1. My firm, as the prime bidder/proponent on this unit of work, is a certified (check all that apply):
☐ SLBE-CLAYTON ☐ SLBE-MSA
2. If you are a certified SLBE-CLAYTON or SLBE-MSA, please indicate the percentage of work that your firm will carry out directly:
3. If the prime bidder/proposer is a joint venture, please describe the nature of the joint venture and the work and percentage of participation to be provided by the SLBE-CLAYTON or SLBE-MSA.
4. List the SLBE-CLAYTON or SLBE-MSA subcontractors and/or firms (including suppliers) to be utilized on this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of CCPS.

4a) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification:

☐ SLBE-CLAYTON ☐ SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

- | | |
|---|---|
| ☐ Minority Owned Business Enterprise (MBE) | ☐ African American |
| ☐ Woman Owned Business Enterprise (WBE) | ☐ Caucasian American |
| ☐ Disadvantaged Business Enterprise (DBE) | ☐ Hispanic American |
| ☐ Veteran or Service Disable Veteran Owned | ☐ Asian Pacific |
| | ☐ Native American |

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4b) Name of Company: _____

Address: _____

Contact Person: _____

Email: _____

Telephone: _____

Indicate certification status and attach proof of

☐ certification: SLBE-CLAYTON ☐ SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

☐ Minority Owned Business Enterprise (MBE)
☐ Woman Owned Business Enterprise (WBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Veteran or Service Disable Veteran Owned

☐ African American
☐ Caucasian American
☐ Hispanic American
☐ Asian Pacific
☐ Native America
☐

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4c) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification status and attach proof of

☐ certification: SLBE-CLAYTON ☐ SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

☐ Minority Owned Business Enterprise (MBE)
☐ Woman Owned Business Enterprise (WBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Veteran or Service Disable Veteran Owned

☐ African American
☐ Caucasian American
☐ Hispanic American
☐ Asian Pacific
☐ Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4d) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification:

☐ SLBE-CLAYTON ☐ SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

☐ Minority Owned Business Enterprise (MBE)
☐ Woman Owned Business Enterprise (WBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Veteran or Service Disable Veteran Owned

☐ African American
☐ Caucasian American
☐ Hispanic American
☐ Asian Pacific
☐ Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:

4e) Name of Company:

Address:

Contact Person:

Email:

Telephone:

Indicate certification:

☐ SLBE-CLAYTON ☐ SLBE-MSA

Please indicate if the SLBE-CLAYTON/SLBE-MSA is also a: (please check all that apply and attach any proof of certification available):

☐ Minority Owned Business Enterprise (MBE)
☐ Woman Owned Business Enterprise (WBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Veteran or Service Disable Veteran Owned

☐ African American
☐ Caucasian American
☐ Hispanic American
☐ Asian Pacific
☐ Native American

Description of services to be performed:

Percentage of total work to be performed:

Dollar Value of work to be performed:



**LETTER OF INTENT TO PERFORM AS SUBCONTRACTOR/SUPPLIER PROVIDING
MATERIALS OR SERVICES**

(A Letter of Intent Must Be Submitted For Each Subcontractor/Supplier)

Proof of Certification and current Business License must be attached.

Solicitation Name: _____

Solicitation Number: _____

Bidder/Proponent: Name: _____

Subcontractor/Supplier: CompanyName: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: Name: _____ Phone: _____

Email: _____

Subcontractor/Supplier is performing as: ☐ SLBE-Clayton ☐ SLBE-MSA ☐ Non -SLBE

☐ Joint Venture Team Member

NIGP Code for Work Performed	Description of Work to be Performed	Dollar(s) Value of Work	Percentage (%) of Total Bid Amount
TOTAL SLBE Credit Claimed for this Subcontractor/Supplier		\$	%

AFFIRMATION:

The above-named Subcontractor/Supplier firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print Name) (Title)

(Signature) (Date)

*** In the event the bidder/proponent does not receive award of the prime contract, all representations in this Letter of Intent and Affirmation shall be invalidated.**



SLBE Subcontractor/Supplier Contact Form

1. List ***all subcontractors or suppliers*** (SLBEs and Non-SLBEs) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	Ethnicity & Gender of Majority Owner(s)	NIGP Codes	Type of Work Being Solicited	SLBE (Yes or No)	Results of Contact

ETHNICITY AND GENDER LEGEND:

AA - African American, HA – Hispanic, AP – Asian Pacific, NA – Native American
CA-Caucasian American M – Man, W – Woman

D-3 SLBE Subcontractor/Supplier Contact Form

Were Any Of The Following Good Faith Efforts Taken?

	Yes	No	Good Faith Effort	Details of Activities
1.			Identifying scope(s) of work which may be available for the inclusion of SLBEs or making efforts to divide work into subcontracting areas wherein SLBEs are likely to be successful.	
2.			Assisting potential SLBEs with bonding, insurance or other contracting requirements.	
3.			Attending pre-solicitation meetings to meet potential SLBEs.	
4.			Reviewing SLBE registry and contacting those that can perform a Commercially Useful Function on a specific project.	
5.			Advertisement in a trade publication or journal to target SLBEs for a specific project.	
6.			Hosting a virtual or in-person event to solicit SLBEs.	
7.			Describe in detail any other Good Faith Efforts taken. Attach any supporting documentation. Use additional sheets if necessary.	

Bidder/Proponent Name:

Solicitation Name:

Solicitation Number:

D-4 SLBE Subcontractor/Supplier Contact Form

APPENDIX E

SCHOOL CALENDAR

Clayton County Public Schools

2025-2026 School Calendar



Legend

- Holiday/System Closed
- Holiday
- New Teacher Orientation
- Pre-/Post-Planning
- First Day/Last Day
- Professional Learning Day
- ELBC Days

Holidays

- Sept. 1: Labor Day
- Oct. 13-17: Fall Break
- Nov. 24-28: Thanksgiving Break
- Dec. 22-Jan. 2: Semester Break
- Jan. 5-6: Professional Learning Days
- Jan. 19: MLK Day
- Feb. 16: President's Day
- Apr. 6-10: Spring Break
- May 25: Memorial Day
- June 19: Juneteenth

July 2025	August 2025	September 2025	October 2025
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2	1 2 3 4 5 6	1 2 3 4
6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
27 28 29 30 31	24 25 26 27 28 29 30	28 29 30 31	26 27 28 29 30 31
	31		
November 2025	December 2025	January 2026	February 2026
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1	1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7
2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14
9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21
16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28
23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30 31	
30			
March 2026	April 2026	May 2026	June 2026
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	1 2	1 2 3 4 5 6
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31
		31	

2025-2026 Extended Learning Beyond the Classroom Days (ELBC)

○ September 2, 2025 ○ February 17, 2026 ○ March 16, 2026

(ELBC days are virtual instructional days for students and a planning/professional development day for teachers.)

Clayton County Public Schools 2026-2027 STUDENT CALENDAR



2026 (89)

2027 (91)

Monday	Tuesday	Wednesday	Thursday	Friday
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
NEW TEACHER ORIENTATION			Pre-Planning	Pre-Planning
27	28	29	30	31
Pre-Planning	Pre-Planning	Pre-Planning	Pre-Planning	Pre-Planning

July 2026

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

January

Monday	Tuesday	Wednesday	Thursday	Friday
First Day	3	4	5	6
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
ELBC				
31				

August

Monday	Tuesday	Wednesday	Thursday	Friday
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
Presidents' Day	WINTER BREAK			
22	23	24	25	26

February

Monday	Tuesday	Wednesday	Thursday	Friday
	1	2	3	4
7	8	9	10	11
Labor Day	ELBC			
14	15	16	17	18
21	22	23	24	25
28	29	30		

September

Monday	Tuesday	Wednesday	Thursday	Friday
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
ELBC				
22	23	24	25	26
29	30	31		

March

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

October

Monday	Tuesday	Wednesday	Thursday	Friday
			57	58
5	6	7	8	9
SPRING BREAK				
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April

Monday	Tuesday	Wednesday	Thursday	Friday
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
THANKSGIVING				
30				
75				

November

Monday	Tuesday	Wednesday	Thursday	Friday
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
		Last Day 91	Post-Planning	Post-Planning
31				
Memorial Day				

May

Monday	Tuesday	Wednesday	Thursday	Friday
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
SEMESTER BREAK				
28	29	30	31	
SEMESTER BREAK				

December

Monday	Tuesday	Wednesday	Thursday	Friday
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

June

ELBC - Extended Learning Beyond the Classroom / PLDay - Professional Learning Day

ATTACHMENT A

IFB NO. 011-26

SPARTAN MILLENNIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX SCOPE OF SERVICES AND SPECIFICATIONS

1. SCOPE OF SERVICES

- 1.1** Bidder must be able to fill orders and deliver new, unused quality Spartan Millennia Bright Dura Gloss Laminate Floor Wax on an as needed basis for use throughout the District.

2. PERFORMANCE AND STABILITY

- 2.1** Product must maintain stability when stored at 24°C/75°F or less for a minimum of one (1) year.
- 2.2** Product must demonstrate stability under accelerated conditions at 49°C/120°F for a minimum of 30 days without degradation.
- 2.3** Product must withstand multiple freeze-thaw cycle testing to withstand various temperatures.

3. STATIC COEFFICIENT OF FRICTION

- 3.1** Must meet or exceed 0.5 as determined by American Society for Testing and Material (ASTM) method D2047.

4. COVERAGE

- 4.1** Must cover up to 3,000 square feet per five (5) gallon pail depending on the application method and porosity of floor.
- 4.2** Must perform effectively in high-traffic environments.

5. PACKAGING & DELIVERY REQUIREMENTS

- 5.1** Product shall be supplied in standard five (5) gallon pails (or manufacturer's standard packaging).
- 5.2** All containers must be clearly labeled, sealed and in new condition.
- 5.3** Delivery shall be F.O.B. Destination to the CCPS location specified at time of order.
- 5.4** Bidder must ensure timely delivery and proper handling to prevent damage.

ATTACHMENT B

IFB 011-26 SPARTAN MILLENIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX

BID COST FORM

Bidder must provide Spartan Millenia Bright Dura Gloss Laminate Floor Wax as listed in this IFB and on the Bid Cost Form for the Total Cost as stated below. **Bidder must enter costs in the BONFIRE Bid Table for IFB 011-26 Spartan Millenia Bright Dura Gloss Laminate Floor Wax.** All costs listed on the Bid Cost Form are inclusive, F.O.B. Destination. The District will not be responsible for charges that are not included on the Bid Cost Form.

ITEM NO.	PRODUCT DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Spartan Millennia Bright Dura Gloss Laminate Brand	2500	5 Gallon Pail	\$	\$

Bidder/Firm: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

ATTACHMENT C

IFB 011-26 SPARTAN MILLENIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX



CCPS STANDARD DRAFT AGREEMENT

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DRAFT AGREEMENT

IFB 011-26

SPARTAN MILLENIA BRIGHT DURA GLOSS LAMINATE FLOOR WAX

THIS AGREEMENT for IFB 011-26 Spartan Millenia Bright Dura Gloss Laminate Floor Wax for Clayton County Public Schools (CCPS) (hereinafter referred to as "Agreement") is made and entered into by and between Clayton County Public Schools, a political and legal subdivision of the State of Georgia (hereinafter referred to as "CCPS") and__hereinafter referred to as "Contractor") a_____Company authorized to conduct business in the State of Georgia, whose principal place of business is located at_____. This Contract is executed under seal, and shall be effective on the date executed by the last party to execute it.

WITNESSETH:

WHEREAS, CCPS is in need of Spartan Millenia Bright Dura Gloss Laminate Floor Wax will be used District-Wide; and

WHEREAS, CCPS issued an Invitation for Bids (IFB) to qualify Bidders from licensed and qualified companies to provide Spartan Millenia Bright Dura Gloss Laminate Floor Wax;

WHEREAS, the Contractor responded to the Invitation for Bids (IFB) and represented that it is qualified, possesses the necessary expertise, knowledge, training and skills necessary to perform all requirements set forth in the Scope of Services and provide all documents, labor, transportation, supervision and supplies as required to perform the requested services for CCPS; and

WHEREAS, the CCPS desires to enter into an Agreement with the Contractor to provide the required services; and

WHEREAS, the Contractor has agreed to provide and perform such services as required at the compensation and terms provided herein; and

NOW THEREFORE, the CCPS and Contractor in consideration of the promises and the mutual covenants contained in this Agreement, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1

TERM

- 1.1** The Agreement shall commence within ten (10) calendar days after receipt of written Notice to Proceed.

- 12** The initial term of the Agreement and any renewal terms are collectively referred to as the "Term." The initial term of this Agreement shall be for one (1) year, and may be automatically renewed for up to two (2) additional one (1) year terms upon the same terms and conditions. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of CCPS on June 30th of the year in which it was executed and on June 30th of each succeeding and renewed year, as required by O.C.G.A. § 20-2-506 (b), as amended, unless terminated earlier in accordance with the termination provisions of this agreement. This agreement shall not be deemed to create a debt of CCPS for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

ARTICLE 2

SCOPE OF SERVICES

The Contractor shall provide services in accordance with the Scope of Services in the IFB and attached hereto and incorporated herein by reference.

ARTICLE 3

COMPENSATION/INVOICING

The Contractor shall be compensated as set forth in the Cost-of-Service Schedule attached hereto and incorporated herein by reference.

- 31** All costs for Services will be calculated in accordance with the Scope of Services. CCPS will not be obligated to pay Contractor any amount in addition to the costs for the Contractor's provision of the Services. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to the CCPS, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the CCPS, however characterized, including, without limitation, all remedies at law or equity.
- 32** Invoices must be based upon actual services rendered, actual work performed and/or or products delivered. CCPS will promptly pay undisputed invoices properly rendered and delivered to CCPS. CCPS and Contractor agree to use all reasonable efforts to resolve any disputed amount on any invoice within thirty (30) days of the date CCPS notifies Contractor of the disputed amount.
- 33** All invoices must be submitted within 90 days of date services rendered. Invoices not received within 90 days will not be paid.
- 34** Original Invoices must be sent via email to Accounts Payable:
accountspayable@clayton.k12.ga.us

Mail a copy to:

Clayton County Public Schools Facilities
Services Department
218 Stockbridge Road
Jonesboro, GA 30236

- 35** Each Invoice must provide such detail and be in such format as CCPS may reasonably require, however, the following information must appear on all invoices submitted:
- 3.51** Name and address of Contractor;
 - 3.52** Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and
 - 3.53** CCPS Purchase Order number and the IFB number.

ARTICLE 4

INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements set forth in Appendix B, General Terms and Conditions, Insurance, attached hereto and incorporated herein by reference.

ARTICLE 5

COMPLIANCE WITH LAWS, LICENSES AND PERMITS

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

ARTICLE 6

CONTRACTOR'S PERSONNEL

- 6.1** The Contractor shall assign sufficient qualified personnel to provide the Services required by CCPS.
- 6.2** The Contractor shall provide adequate equipment deemed necessary for the successful delivery of Services.
- 6.3** The Contractor shall assign personnel that possess the necessary skill sets to ensure proper installation and operation of the Services.
- 6.4** The Contractor will assume all costs associated with the replacement of any Contractor personnel whose continued assignment is not in the best interest of CCPS. Without cost to CCPS, the Contractor agrees to remove any personnel who has engaged in a willful misconduct or has committed a material breach of this agreement.

ARTICLE 7
CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor warrants that as of the date above written that:

- 7.1 Authority.** Contractor is duly organized and validly existing in good standing under the laws of the State in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Agreement and the documents to which it is signatory.
- 7.11** The execution, delivery and performance by Contractor and its undersigned representative(s) of this Agreement and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound;
- 7.12** The execution, delivery and performance by Contractor of this Agreement and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, and is enforceable against Contractor in accordance with its terms; and
- 7.13** No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Agreement, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein.
- 7.14** The Contractor represents that the Contractor, its personnel, and its sub-Contractors and sub-contractors are possessed of the knowledge, training, skills, experience, and financial strength required to provide the services outlined in this Agreement.
- 7.15** The officials of the Contractor executing this Agreement and Certificate of Corporate Authority warrant that they are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor; that it is within the purposes, powers, and authority of the Contractor; has been done in full compliance with applicable law; and has been approved by the governing body of the Contractor, and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and that this Agreement is a valid, legal, binding and enforceable obligation of the Contractor.

- 72 Standards.** The Contractor warrants that the quality of Services provided shall conform to the highest standards of practice for the industry and Services provided by other qualified providers in the industry. Contractor warrants that the Services provided shall be installed and managed with the utmost regard to quality, cost, and service. Contractor further warrants that its integrity, reputation, skills and performance of the Services requested shall be of the highest caliber. The Contractor warrants that it will perform its services in a prompt and timely manner, which shall not impose delays in Official Operations of CCPS.

ARTICLE 8

INTELLECTUAL PROPERTY

- 81** None of the Services or Software utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Contractor in fulfilling its obligations hereunder, including any Work Product, shall infringe any third Party's Intellectual Property Rights or privacy, publicity or other rights.
- 82** Contractor shall indemnify and hold CCPS Indemnities harmless from and against any losses arising from third party claims, liabilities, damages, demands, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from actions or claims that any of the processes, procedures, Work Product, materials and methodologies used by Contractor (or any Contractor agent, contractor, subcontractor or representative), or CCPS use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Contractor hereunder are held to constitute, or in Contractor's reasonable judgment is likely to constitute, an infringement or misappropriation, Contractor will in addition to its indemnity obligations, at its expense and option, and after consultation with CCPS regarding CCPS's preference in such event, either:
- 821** Procure the right for CCPS Indemnities to continue using such processes, procedures, Work Product, materials, methodologies or Services;
 - 822** Replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services;
 - 823** Modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or
 - 824** Create a feasible workaround that would not have any adverse impact on CCPS.

ARTICLE 9
CONFIDENTIAL INFORMATION

- 11** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by CCPS, Contractor will return any trade secrets to CCPS. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.
- 12** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: a subpoena; judicial or administrative order; or any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with prior notice by of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must seek a protective order preventing such disclosure; or intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

ARTICLE 10
WORK PRODUCT

Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the CCPS under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the CCPS. Any of Contractor's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with CCPS or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to CCPS. Contractor and its contractors grant the CCPS a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for CCPS under this Agreement.

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

ARTICLE 11

RECORDS MAINTENANCE/USE OF DOCUMENTS

- 111 Audit and Inspection Rights.** Contractor will provide to CCPS, and any Person designated by CCPS, access to Contractor Personnel and to Contractor owned Facilities for the purpose of performing audits and inspections of Contractor, Contractor Personnel and/or any of the relevant information relating to the Services and this Agreement.
- 1111** Such audits, inspections and access may be conducted to verify the accuracy of Charges and invoices; examine Contractor's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by CCPS.
- Contractor shall provide full cooperation to CCPS and its designated Persons in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit

or inspection report. If any audit or inspection of Charges or Services reveals that CCPS has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment and Contractor shall also pay to CCPS interest on the overpayment amount at the maximum rate permissible by Applicable Law from the date the overpayment was made until the date the overpayment is refunded to CCPS by Contractor.

1112 Subject to Contractor's reasonable security requirements and not more than once every twelve (12) months, CCPS may, at its own expense, review Contractor's relevant billing records pertaining to amounts billed to CCPS under the definitive agreement between the parties relating to these services for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of Contractor's invoices to CCPS. Contractor's obligation for retaining such records shall be for a term of three years from the end of the applicable agreement. Such reviews shall take place at a time and place agreed upon by the parties.

1113 Contractor shall cooperate in any CCPS billing review, providing Contractor billing records as reasonably necessary to verify the accuracy of Contractor's invoices. Contractor may redact from the billing records provided to CCPS any information that reveals the identity or confidential information of other Contractor customers that is not relevant to the purposes of this review.

112 **Records Retention.** Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet CCPS's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than CCPS's policy, Contractor will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable CCPS to enforce its audit rights under this Agreement.

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

114 **Inclusivity in Purchasing Policy.** Bidders are required to comply with the CCPS Inclusivity in Purchasing Policy (DJEAB) and Small Local Business Enterprise Program

ARTICLE 12
INDEPENDENT CONTRACTOR

- 12.1** In conducting its business hereunder, Contractor shall act as an independent Contractor and not as an employee or agent of CCPS. The selection, retention, assignment, direction and payment of the Contractor's personnel and Sub-Contractors shall be the sole responsibility of Contractor. Nothing in this Agreement shall be deemed to constitute Contractor and CCPS as partners, joint ventures, or principle and agent or be construed as requiring or permitting the sharing or profits or losses. Neither party has authority to represent or bind or create any legal obligations for or on behalf of the other party.

ARTICLE 13
GENERAL INDEMNIFICATION

- 13.1** Contractor shall defend, indemnify, and hold harmless CCPS, its agencies and its and their respective officers, directors, personnel, advisors and agents, successors and permitted assigns ("CCPS Indemnitees"), from any Losses arising from claims or actions based upon: Contractor's or Contractor Personnel's performance, non-performance or breach of this Agreement; compensation or benefits of any kind, by or on behalf of Contractor Personnel, or any subcontractor, claiming an employment or other relationship with Contractor or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with CCPS or arising in any other manner out of this Agreement or the provision of Services by such Contractor Personnel or subcontractor); any actual, alleged, threatened or potential violation of any Applicable Law to the extent such claim is based on the act or omission of Contractor or Contractor's Personnel, excluding acts or omissions by or at the direction of CCPS; death of or injury to any individual, caused in whole or in part by the tortious conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; and damage to, or loss or destruction of, any real, tangible, or intangible property caused in whole or in part by the tortious conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.

ARTICLE 14
CONTROLLING LAW, VENUE

The Agreement documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

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

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

ARTICLE 15 **ASSIGNMENT**

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

ARTICLE 16 **NON-DISCRIMINATION**

Notwithstanding any other provision of this agreement, during its performance the Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this agreement does hereby covenant and agree that:

- 161** No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- 162** In the furnishing of services or materials no person shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

ARTICLE 17 **PERFORMANCE OF AGREEMENT**

- 171** CCPS reserves the right to enforce the Contractor's performance in any manner prescribed by law or deemed to be in the best interest of CCPS in the event of breach or default of the Agreement.
- 172** The Contractor shall execute the entire work described in the Agreement documents, except to the extent specifically indicated in the Agreement documents to be the responsibility of others. The Contractor accepts the relationship of trust and confidence established by the award of this Agreement. The Contractor covenants with CCPS to utilize its best skill, efforts and judgment in furthering the interest of CCPS; to furnish efficient business administration and supervision; to make its best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and most expeditious and economical manner consistent with the interest of CCPS.

- 173** The Contractor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the authorization of the Personnel Board of Education.

ARTICLE 18

DEFAULT AND TERMINATION

- 181** **Termination by CCPS.** This Agreement shall be subject to termination by CCPS at any time if, in its opinion, the Contractor fails to carry out the Agreement provisions or any one or more of the following events:

- 1811** The default by the Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Contractor to remedy, or undertake to remedy with sufficient forces and to CCPS's reasonable satisfaction. CCPS shall provide the Contractor with notice of any conditions which violate or endanger the performance of the Agreement. If, after such notice, the Contractor fails to remedy such conditions within thirty (30) days or a shorter time period as set forth in any such notice, to the satisfaction of CCPS, CCPS may exercise its option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately, vacate the premises, and to cancel ordered products and/or services with no expense to CCPS;
- 1812** The Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for the property or affairs of the Contractor and such receivership is not vacated within thirty (30) calendar days after the appointment of such receiver;
- 1813** The Contractor's failure to conduct services according to the approved specifications; or the Contractor's performance of the Agreement is unreasonably delayed. Should the Contractor fail to provide the materials or services when ordered, and in accordance with the General Terms and Conditions, Specifications and any other requirements contained herein, CCPS reserves the right to purchase commodities or services covered by this Agreement elsewhere if available from an alternate source.
- 1814** Contractor engaging in behavior that is fraudulent, dishonest, or a conflict of interest with Contractor's obligations pursuant to this Agreement;
- 1815** The Contractor's failure to keep, perform, or observe any other term or condition of the Agreement shall default to Termination for Convenience;
- 1816** If CCPS improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination for Convenience".
- 1817** **Re-procurement Costs.** In addition to all other rights and remedies CCPS may have, if this Agreement is terminated by CCPS pursuant to the above subsections, Contractor will be liable for all costs reasonably and necessarily incurred by CCPS in the completion of the Services, including

the cost of administration of any agreement awarded to others for completion.

182 Termination for Convenience. CCPS may, at its sole option, terminate the Agreement with or without cause at any time upon a thirty (30) day written notice by certified mail to the Contractor without prejudice to any other right or remedy CCPS may have.

181 Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor's sole remedy and CCPS's sole liability, CCPS will pay for the Services properly performed or materials provided prior to the notice of termination, plus all reasonable costs for any Services performed after the termination as specified in such notice, and reasonable costs for materials ordered on behalf of and approved by CCPS. Contractor shall substantiate such costs with proof satisfactory to CCPS.

183 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Contractor shall immediately:

181 Discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;

182 Inventory, maintain and turn over to CCPS all Services, Work Product, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by CCPS for the performance of the terminated Services;

183 Promptly obtain cancellation, upon terms satisfactory to CCPS, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by CCPS;

184 Comply with all other reasonable requests from CCPS regarding the terminated Services; and

185 Continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

ARTICLE 19
NOTICE

- 19.1** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by:
- 19.1.1** Registered or Certified United States mail, return receipt requested, postage prepaid;
 - 19.1.2** Personal delivery to CCPS;
 - 19.1.3** Overnight courier service; and/or
 - 19.1.4** Delivered in person to the Contractor or his authorized representative on the work site.
 - 19.1.5** All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to CCPS or by CCPS to the Contractor's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to CCPS, addressed to:

Clayton County Public Schools
Purchasing Department
1098 Fifth Avenue
Jonesboro, GA 30236
Attn: Director of Purchasing

If to the Contractor, addressed to:

ARTICLE 20
FEDERAL WORK AUTHORIZATION

- 20.1** Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, CCPS cannot enter a contract for the physical performance of services unless the Contractor and its Sub-Contractors register and participate in the Federal Work Authorization Program to verify specific information on all new personnel.
- 20.2** The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 20.3** The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Agreement as Appendix D, Required Forms.

- 204** The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Agreement, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Appendix D, Required Forms.

ARTICLE 21

MISCELLANEOUS PROVISIONS

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

- 211.1** The Agreement;
- 211.2** Attachment A – Scope of Services and Specifications;
- 211.3** Attachment B – Bid Cost Form;
- 211.4** Any amendments as mutually agreed and signed by both parties;
- 211.5** Any subsequent Change Orders as mutually agreed to and approved by CCPS.
- 211.6** Contractor's licenses and/or permits, if applicable; and
- 211.7** Contractor's insurance certificates.

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

- 213** **Change Documents.** CCPS and the Contractor hereby agree that no modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing, conforms to CCPS's policies and procedures governing change orders, and is signed by CCPS and the Contractor's duly authorized representatives in the same manner as this Agreement is executed.

213.1 Contractor may not unilaterally amend or modify this agreement by including provisions in its invoices or other business forms which shall be deemed objected to by CCPS and have no force or effect.

213.2 CCPS may request unilateral changes by delivering written notice to Contractor of the requested change. Change Orders for the reduction of Services or suspension of Services shall be effective upon provision of written notice to Contractor.

213.3 A Proposed Change Document from the Contractor will become effective only when executed by CCPS.

- 24 Headings.** The headings, sections and sub-sections used in this Agreement are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- 25 References.** Unless otherwise provided to the contrary:
- 21.51** All references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years;
- 21.52** Any reference to a "Section," "Appendix" or "Exhibit" will be deemed to refer to a section or of the document containing the reference or an Exhibit to the document containing the reference; Any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection;
- 21.53** Any reference to an Applicable Law will be deemed to include any amendment or modification to such Applicable Law and any rules or regulations promulgated thereunder or any Applicable Law enacted in substitution or replacement therefore.
- 21.54** Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other.
- 21.55** Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Whenever the word "or" is used in this Agreement, it will be deemed not to be exclusive.
- 21.56** References to "\$" or "dollars" will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.
- 26 Force Majeure.** Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch. Should any Force Majeure event continue for thirty (30) consecutive days or more, CCPS, at its option, may terminate this Agreement in whole or in part.
- 27 Waiver.** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.
- 28 Assignment.** Except as otherwise provided herein, this Agreement shall not be sold, assigned or transferred by the Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or

reorganizations between or among a subsidiary of the Contractor, or with a business entity which is merged or consolidated with the Contractor or which purchases a majority or controlling interest in the ownership or assets of the Contractor without the prior written consent of CCPS.

- 219 Severability.** If a provision or term hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- 2110 No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 2111 Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning shall survive the expiration or termination of this Agreement.
- 2112 Publicity.** Contractor shall not make any public announcement, communication to the media, take any photographs, or release any information concerning CCPS, the Services or this Agreement without the prior written consent of CCPS.
- 2113 Commercial Activities.** Neither Contractor nor Contractor Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on CCPS property.
- 2114 Further Assurances.** Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

--SIGNATURE PAGE FOLLOWS--

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as follows:

CLAYTON COUNTY PUBLIC SCHOOLS

BY: _____ DATE OF EXECUTION: _____
Dr. Douglas Hendrix Sr.
Interim Superintendent/CEO of Schools

COMPANY OR SERVICE CONTRACTOR

BY: _____ DATE OF EXECUTION: _____
Signature

NAME: _____
Print or Type

TITLE: _____

BY: _____
Signature (Corporate Secretary) (Affix Corporate Seal)