

COBB COUNTY SCHOOL DISTRICT
MARIETTA, GEORGIA
PROCUREMENT SERVICES DEPARTMENT

September 24, 2007

TO ALL VENDORS:

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

All proposals accepted must be sealed with the envelopes marked with your company name and "RFP 01-08, (WAN Upgrade and Services)." For mailing purposes, please address your proposal to CCSD, Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152. Attn: Ginny Martin, 770-429-5870.

A Pre-proposal conference will be held on Friday, September 28, 2007, 10:30 A.M. at Cobb County School District, 514 Glover Street, Marietta, GA. 30081, in the Board Room. Although attendance at this conference is not mandatory in order to participate in the proposal process; participation is encouraged.

Proposals may be hand delivered to the Procurement Services Department at 6975 Cobb International Blvd., Kennesaw, Georgia 30152, where the proposal acceptance will close on **October 22, 2007 at 3:00 p.m. Eastern Time.**

Please allow ample time for delivery of mail by the postal service. Proposals received late will not be considered.

The CCSD reserves the right to accept or reject any or all proposals and to waive any formalities.

Your interest and participation are solicited and appreciated.

Sincerely,

COBB COUNTY SCHOOL DISTRICT

Alisa Morningstar
Alisa Morningstar, CPPO
Director of Procurement Services

*Posted
For Verbal
Approval
9/24/2007*

Encls:

1. General Terms and Conditions-pgs. 2- 17
2. Special Terms and Conditions-(including non-cost proposal requirements) pgs. 18-25
3. Conflict of Interest-pg. 26
4. Contract Agreement-pg. 27
5. Georgia Security and Immigration Compliance Act OCGA 13-10-90 Documents-Pgs. 28- 31
6. Cost Proposal Forms- Information pg. 32
7. Vendor Questionnaire-pgs. 33-34
8. Vendor Reference Sheets-pgs. 35-36
9. "No Response" Form pg. 37
10. Checklist pg. 38
11. Attachment Information pg. 39

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1.0 PREPARATION OF PROPOSALS

- 1.1 Proposals must be on Proposal Forms furnished with this Request for Proposal (RFP). They must be submitted in a sealed envelope marked with your company name and "WAN Upgrade and Services, RFP 01-08" clearly marked on the outside of the envelope as outlined in the submissions sections.
- 1.2 Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected by CCSD. Each vendor is required to furnish all information requested in the Request for Proposal.
- 1.3 Due to the large number of vendors listed in certain categories of the CCSD vendor's list, not all vendors will necessarily be sent a Request for Proposal each time one is issued. Requests for Proposal issued by the CCSD are advertised on Cobb County TV 23 and 24 and the CCSD Internet Site www.cobbk12.org. Vendors are advised to view TV 23 or 24 and the Internet Site frequently for a listing of Request for Proposals. To view on the Internet, go to the CCSD Internet site; at the bottom is a list of "DISTRICT RESOURCES", click on "Solicitations".
- 1.4 The Cobb County School District's (CCSD) Procurement Services Department Purchasing Regulations are hereby acknowledged, understood and agreed to by the parties and are hereby fully incorporated into the Bid and Bid Contract. Refer to the Procurement Services Web Page: <http://www.cobb.k12.ga.us/Departments/BS/BSPurchasing/index.htm>, for the complete Purchasing Regulations.
- 1.5 Each vendor is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and Cobb County School District regulations or policies pertaining to CCSD procurement.

2.0 COMMUNICATIONS WITH CCSD STAFF

- 2.1 All communications concerning this proposal must be submitted in writing to the CCSD Procurement Services Department. Email to Ginny Martin, ginny.martin@cobbk12.org is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Procurement Services Department, will be binding upon CCSD. User departments may be called upon for

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clarification in their area of expertise at the discretion of the Procurement Services Department. Questions must be received by **10/08/2007**. **Responses will be posted on the Cobb County School District Web Site no later than Thursday, 10/11/2007.**

- 2.2 From the issue date of this proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with school system employees and/or contracted agents related to this proposal for any reason except as authorized by the Procurement Services Department. Violation of this provision may result in rejection of the vendor's response.
- 2.3 It is the vendor's responsibility to check the CCSD Current Solicitations website for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period. Following receipt of vendor responses to a solicitation, it is the vendor's responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that CCSD receives said information prior to the deadline(s) indicated.

3.0 SUBMISSION OF PROPOSALS

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

Cobb County School District
Procurement Services Department
RFP 01-08
Attn: Ginny Martin, Purchasing Agent
6975 Cobb International Boulevard
Kennesaw, GA 30152
Fax number: (770) 426-3371
Office Number: (770) 429-5870

The proposal cost forms (**Attachments E, F, & G**) must be submitted separately from the rest of your response. One original along with **8** copies of the cost section of the proposal must be submitted in a sealed envelope labeled:

RFP 01-08, WAN Upgrade and Services
Vendor Name

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Cost Proposal
Due: Due Date & Time

One original along with 8 copies of the non-cost sections of your proposal response (including supporting documentation) must be submitted in sealed packaging and labeled:

RFP 01-08, WAN Upgrade and Services

Vendor Name
Non-Cost Proposal
Due: Due Date & Time

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

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

4.0 SPECIFICATIONS

- 4.1 Any deviation from the specifications must be clearly identified in a letter accompanying the proposal. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. CCSD shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Request for Proposal. If CCSD determines that the modifications or deviations from the specifications are not in compliance, the proposal may be rejected.
- 4.2 A vendor's failure to deliver any items/services according to specifications set forth in their proposal may result in cancellation of the purchase and permanent removal from the vendor's list. If any items do not meet these specifications, the items will be picked up at vendor's expense and removed from the premises of the CCSD at the sole cost of the vendor.
- 4.3 If there is an error in the description or specifications contained in the Request for Proposal, CCSD reserves the right to notify each of the vendors separate from the Request for Proposal of such specification or description change and may require all proposals to be in compliance

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with such modification. In the case of an error in the specifications or the descriptions, CCSD further reserves the right to cancel the Request for Proposal and re-issue.

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

5.0 **AUTHORITY**

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

6.0 **PRICES QUOTED**

- 6.1 Prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Cobb County School District reserves the option to renew the proposal annually if agreeable to both the successful vendor and the Cobb County School District.
- 6.2 Quantities/amounts shown on the Request for Proposal are estimates. Vendors are advised that the actual number purchased/required may vary from those on the Request for Proposal, depending upon the needs of the CCSD and the availability of funds.
- 6.3 Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- 6.4 Pricing must be submitted on Proposal Form as requested without conditions unless called for in Special Terms & Conditions.
- 6.5 For Goods: Proposals must include any and all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

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- 6.6 Prompt payment discounts offered for payment up to thirty (30) days will be considered for the purposes of proposal evaluation and award.

7.0 SAMPLES

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

8.0 VENDOR'S EVIDENCE OF RESPONSIBILITY

- 8.1 The CCSD reserves the right to require a financial statement and/or Dun and Bradstreet rating from any vendor who submits a proposal. The vendor must submit a current financial statement and/or Dun and Bradstreet rating within 24 hours after notification of such requirement.
- 8.2 The attached Vendor Reference Sheet and Vendor Questionnaire are to be completed and returned as indicated in the proposal document.

9.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY

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

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

Title, or the right to possess the confidential information, as between the parties shall, except as otherwise provided herein, remain in the party that furnishes it to the other party. No rights are granted by either party to the other with respect to confidential information except as expressly stated herein.

During the course of the vendor's business relationship with the CCSD, the CCSD may designate to the vendor information or documents as confidential. Any disclosure of confidential information made available to the vendor by CCSD at anytime for the performance or administration of this contract shall be used only for the purposes permitted under this contract and shall not be used in any other way without the written agreement of the CCSD.

Each party shall exercise reasonable care with respect to the confidential information of the other party to preclude disclosure thereof to any third party and permit disclosure only to its personnel who are involved in the work under this BID and have agreed in writing to be bound consistent with the provisions of this contract. If confidential information is inadvertently disclosed to the vendor, then the vendor shall keep confidential the information and immediately notify the CCSD.

Neither party is restricted from disclosing confidential information of the other party pursuant to a judicial or governmental order, or as otherwise may be required under Georgia Open Records Act (O.C.G.A. § 50-18-70) but any such disclosure shall be made only to the extent so ordered and provided only that the party receiving an order: (1) timely notifies the other party so that it may intervene in response to such order; or (2) if timely notice cannot be given then seeks to obtain a protective order from the court or government for such information.

Without limiting any other provision herein, each party shall promptly cease using and shall return or destroy (and certify in writing destruction of) all confidential information furnished by the other party along with all copies thereof in its possession including copies stored in any computer memory or storage medium upon the expiration, termination or cancellation of this contract.

For information that is not confidential information as defined herein, yet the parties to this contract seek to have the information protected during the course of the business relationship, then the parties shall mutually agree in writing on a manner and method in which to handle this information. The consent of each party to the foregoing manner and method is not to be unreasonably withheld.

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10.0 AWARDS

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

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the Request for Proposal. If the CCSD is unable to negotiate an acceptable price, it reserves the right to re-solicit the item(s)/service(s) involved.

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

11.0 CONTRACT

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

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order related to this solicitation or contract. If the vendor objects to any term or condition in this solicitation, then the objection shall be clearly indicated in writing.

- 11.5 Time is of the essence in this Contract.
- 11.6 **Choice of Law and Venue** – The Laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any term or provision of this contract be governed by UCITA, as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Cobb County, Georgia, with respect to any state action, and the Northern District of Georgia in Atlanta, Georgia, with respect to any federal action
- 11.7 Whether or not a dispute arises, under no event will the CCSD be liable to any vendor for costs incurred by such vendor in responding to this Request for Proposal.

12.0 SHIPPING

- 12.1 All prices are to include delivery to the location(s) specified in the Request for Proposal or the Purchase Order. All delivery for goods must be FOB destination to the location(s) specified in the Request for Proposal, unless specified otherwise in the Special Terms and Conditions.
- 12.2 If the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by CCSD, CCSD reserves the right to cancel the purchase of the proposal items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the CCSD vendor list.

13.0 INVOICING

- 13.1 Payment will be made by the CCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the CCSD authorized representative.
- 13.2 The successful vendor will be required to supply an original and one copy of each invoice and to reference all invoices to the purchase order to which they pertain.
- 13.3 Prompt payment discounts offered for payment up to thirty (30) days will be taken.