REQUEST FOR PROPOSALS

RFP 003-27

REAL ESTATE AND LAND ACQUISITION SERVICES

CLAYTON COUNTY PUBLIC SCHOOLS
"BUILDING A BETTER TOMORROW, TODAY"

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1098 Fifth Avenue, Jonesboro, Georgia, 30236

Response Submission Deadline:
Wednesday, November 11, 2026
3:00 p.m. Eastern Standard Time (EST)

SCHEDULE OF EVENTS

EVENT	DATE OR DEADLINE Eastern Standard Time (EST)
RFP Release	**October 8, 2026**
Pre-Proposal Conference via Zoom Meeting ID: 939 9964 5173	**October 21, 2026 @ 10:00 a.m.**
Deadline for Submission of Questions	**October 28, 2026 @ 3:00 p.m. Submit questions to: Bonfire Portal**
Answers Posted to Bonfire by Addendum at: CCPS Bonfire Bids and GPR CCPS Bids	**November 4, 2026 @ 3:00 p.m.**
RFP Submission Deadline	**November 11, 2026 @ 3:00 p.m.**
Proposal Opening via Zoom Meeting ID: 912 0636 5796	**November 11, 2026 @ 3:01 p.m.**
Oral Presentations/Interviews or Demonstrations, if necessary	**December 15-16, 2026**
Procurement Representative	**Rose Tookes**

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 will render a response 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)	
Title of Authorized Representative:	
Signature of Authorized Representative:	
Date of Signature:	

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A. INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **Services Required:** This Request for Proposals ("RFP") is to solicit proposals from qualified and experienced real estate brokers or firms, specializing in commercial real estate to provide confidential real estate services for Clayton County Public Schools ("CCPS" or "District"). A detailed Scope of Services ("SOS") is set forth in this RFP.

2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the CCPS Purchasing Policies and Procedures. By submitting a proposal in reference to this solicitation, a Proponent acknowledges familiarity with CCPS Purchasing Policy and Procedures and all laws applicable to this solicitation, which policies, procedures and laws are incorporated into this RFP by reference.

3. **Minimum Qualifications:** Each Proponent shall have the minimum qualifications set forth in the RFP.

4. **Criminal Background Check:** By submitting a response in reference to this solicitation, Proponent 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 Proponent 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:** Proponent is requested to submit a copy of its current, valid business license with its Response. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid county or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent 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:** Proponent must attach a copy of any professional license required by this RFP with its response. All required licenses must be maintained for the duration of any contract award period. Exemption Certificates are available upon request.

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 Proponent. All services, labor, materials and construction 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 Proponent:** This solicitation does not constitute an offer by CCPS to enter into an agreement and cannot be accepted by any Proponent to form an Agreement. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind CCPS. A Proponent's offer is a firm offer and may not be withdrawn except as provided in this RFP, 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 RFP 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 Contractor must provide with its Response 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 Contractor is such that Contractor is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Contractor must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Contractor itself. Where the business structure of a Contractor does not require it to obtain an EIN, each entity comprising Contractor 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 Proponents 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://e-verify.uscis.gov/enroll.

13. **Sub-Contractors and Manufacturers:** Proponents 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.

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

15. **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. Proponents are encouraged to use said vendors whenever possible in the execution of any contract., however, CCPS does not provide a contracting preference and it is not the intent of CCPS to violate any local, state or federal laws.

16. **Cooperative Agreement:** CCPS may permit piggybacking or cooperative use of any contract resulting from this RFP by other city, county, local authority, agency, or board of education if the bidder/proponent 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.

17. **Reasonable Accommodation:** CCPS will provide reasonable accommodations for Proponents with a disability. Proponent's should request reasonable accommodations by contacting the Purchasing Department by email with the RFP name and number in the subject line to purchasing@clayton.k12.ga.us. If accommodations at the preproposal conference are needed, please notify the Purchasing Department by email not later than forty-eight (48) hours in advance.

18. **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict-of-interest provisions of this RFP contained in Appendix B, General Terms and Conditions, and Required Form Submittals.

    18.1 All interests of CCPS employees, officers or elected officials in Contractor's firm should be listed and disclosed with Contractor's response to this RFP.

    18.2 CCPS reserves the right to issue solicitations for specific projects that are independent of this RFP. Except as stated in this RFP, successful Proponents under this RFP are not precluded from responding to such solicitations.

B. SUBMISSION OF RESPONSES

1. **Ownership of Responses:** Each Response submitted to CCPS shall become the property of CCPS, without compensation to a Proponent, for use by CCPS, at its discretion. CCPS shall not be liable for any response preparation costs incurred by Proponents, or for any subsequent work on the response or additional documentation required by CCPS.

2. **Duration:** Responses submitted in to this RFP must be valid for a period of one hundred and eighty (180) calendar days from the Response Submission Deadline and must be marked as such.

3. **Submission Deadline and Proposal Opening:** Sealed Responses to this RFP will be received by the CCPS Purchasing Department until 3:00 P.M. Eastern Standard Time (EST) on **Wednesday, November 11, 2026**. The proposal opening will be held via Zoom at: RFP 003-27 Real Estate and Land Acquisition Services Proposal Opening at **3:00 PM EST, Zoom Meeting ID: 912 0636 5796 and Passcode: 05rJfU.** Attendance during the proposal opening is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend.

   3.1 Proponents must register in Bonfire as a vendor at: Bonfire CCPS Bids in order to submit a proposal prior to the submission deadline.

   3.2 Proposals and all required forms must be fully completed, signed in ink and uploaded in Bonfire under the correct solicitation (RFP No. 003-27 Real Estate and Land Acquisition Services).

   3.3 CCPS will only accept online submissions for this RFP. Oral, telephonic, facsimile, emailed and mailed proposals will not be considered.

   3.4 For any technical questions or difficulties, contact Bonfire Support at https://support.gobonfire.com/hc/en-us.

4. **Late Responses:** Late Responses received will not be considered.

5. **Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Wednesday, October 21, 2026 at 10:00 a.m., EST**. The Pre-Proposal Conference will be held via Zoom at RFP 003-27 Real Estate and Land Acquisition Services Pre-Proposal Conference, **Meeting ID: 939 9964 5173 and Passcode: Kya7sT.** During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions raised by potential Proponents will be discussed. Verbal answers to questions during the Pre-Proposal 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 RFP should be submitted on or before **Wednesday, November 4**, **2026 at 3:00 p.m., EST**. All questions must be submitted in Bonfire for this RFP in **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 **Bonfire CCPS Bids** and **GPR CCPS Bids** on **Wednesday**, **October 28, 2026**. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this solicitation

7. **Prohibited Contacts:** All Proponents and representatives of Proponents 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 RFP. All communications by any Proponent concerning this RFP must be made in writing to the CCPS Purchasing Department at purchasing@clayton.k12.ga.us.

8. **Oral Presentations/Interviews/Demonstrations:** Responsive Proponents may be required to make an oral presentation of their proposed solution to a CCPS Evaluation Committee. Technically competent representatives from the Proponent's team with the ability to respond to questions posed by CCPS must be active participants in the oral presentation. If required, oral presentations, interviews and/or demonstrations will be held **Tuesday, December 15, 2026, and, if needed, Wednesday, December 16, 2026.** CCPS will notify responsive Proponents of the date, time and location for the presentation and interview, and will supply an agenda or topics for discussion.

9. **Examination of Response Documents:**

   9.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions.

   9.2 Each Proponent shall promptly notify CCPS in writing should the Proponent find discrepancies, errors, ambiguities or omissions in their Response Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be posted to Bonfire CCPS Bids and GPR CCPS Bids.

   9.3 CCPS may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Response due date and time.

   9.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

   9.5 CCPS may waive any technicalities and formalities. CCPS reserves the right to cancel the RFP in its entirety.

10. **Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B, General Terms and Conditions. Contractor must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Contractor, if any. For purposes of this section, "Contractor" shall mean an individual, corporation or other corporate entity submitting a response in connection with this solicitation, including each Joint Venture partner if Contractor is a Joint Venture.

11. **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 not 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 days after 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 Purchasing. Protests which are not filed in a timely manner, as set forth above, will not be considered. Proponent 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.

RFP 003-27
REAL ESTATE AND LAND ACQUISITION SERVICES

GENERAL INFORMATION

1. INTRODUCTION

Clayton County Public Schools ("CCPS" or "District") 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 48,000 students, CCPS is ranked among the 100 largest school districts in the U.S. Made up of 67 schools and a variety of programs, the school system has approximately 7,500 employees.

2. OBJECTIVEs

CCPS desires to effectively select a firm that meets the requirements of the solicitation to perform market analysis, work closely with district personnel to negotiate the purchase of the property with seller, coordinate real estate transaction closings and handle all customary activities and services associated with real estate transactions. The Broker or Firm will be paid strictly on a commission basis. The District will not pay or owe any commission for any transaction or service unless and until the applicable transaction closes successfully.

3. INTENT TO AWARD

CCPS intends to make one (1) award; however, CCPS reserves the right to make multiple awards or no award for RFP 003-27 Real Estate and Land Acquisition Services**.**

4. TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt ofwritten Notice to Proceed (NTP). The initial term of the Agreement and any renewal terms are referred to collectively as the "Term". The initial term of this Agreement shall be for one (1) year, and may be automatically renewed for four (4) 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 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

Proponents must comply with all Federal, State of Georgia and local regulations and laws applicable to Real Estate and Land Acquisition Services.

Proponents must provide all services as requested in this RFP in accordance with Attachment A, Scope of Services and Attachment B, Cost Proposal Form, attached hereto and incorporated herein by reference.

6. MINIMUM REQUIREMENTS

Proponent shall satisfactorily demonstrate significant experience with commercial real estate in the areas of land acquisition. Proponent must demonstrate the ability to meet the following minimum criteria to be considered responsive to this RFP:

6.1 Proponent must be a Licensed Broker/Consultant, authorized to work in the State of Georgia and must attach a copy of any required license with its response to this proposal.

6.2 Proponent must have a minimum of three (3) years of experience providing real estate and land acquisition services to governmental agencies.

6.3 Proponent must have general real estate consulting services and knowledge of Department of Education (DOE) requirements.

7. Proponent shall ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Proponent shall not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Proponent to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Proponent is not responsible. All proposed Sub-Consultants and Sub-Contractors shall be listed in the Proponent's response. Proponent 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-Consultants.

8. EVALUATION PROCESS

CCPS desires to select the Proponent whose proposal is determined to be the most advantageous considering the technical evaluation criteria listed below. All Proposals will be evaluated in accordance with CCPS Policies and Procedures, and the criteria specified in this RFP. An Evaluation Committee will evaluate the Proposals using the following:

Relative Weight	ITEM FOR EVALUATION	Maximum Points
5%	Executive Summary	5
20%	Technical and Management Approach	20
20%	Experience and Qualifications of Key Staff	20
20%	Experience and Performance on Similar Projects	20
15%	Organization and Financial Capability	15
20%	Cost Proposal	20
100%	**TOTAL SCORE**	**100**
5%	**Small Local Business Enterprise** (SLBE CLAYTON)	5
10%	**Oral Presentations/Interviews** Oral presentations/interviews may be required before the final selection and award. Points for oral presentations, interviews or site visits will be added to the Proponent's total score.	10

9. PROPOSAL PREPARATION AND GUIDELINES

9.1. PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

9.1.1. **Technical Response**. The technical response shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components. All responses shall be broken down by paragraph reference number when answered. The Proponent should include all strategies, solutions and services proposed in response to the requirements of the RFP. All forms required by CCPS or provided by the Proponent should be included. Any requests for clarification, exceptions or amendments to the RFP must be clearly identified and labeled and submitted with your technical response. CCPS is under no obligation to accept exceptions and any such exceptions may be a basis for disqualification.

Please do not include any cost of any kind in this section. Inclusion of cost in the Technical Proposal may cause a proposal to be excluded for non-compliance.

9.1.2. Cost Proposal. The Cost Proposal Form affixed hereto as Attachment B, must be completed in its entirety, signed and **uploaded separately** from the Proponent's Technical proposal in Bonfire. The Cost Proposal Form will become a part of any contract resulting from this RFP. CCPS may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award.

9.1.2.2.1. Proponent must also provide, as a part of their cost proposal, an hourly fee schedule for any additional work, outside of the Scope of Services, that may be requested by CCPS. Any travel related expenses, outside the Scope of Services, must be approved in advance by CCPS.

Please do not include exceptions to the RFP in the Cost Proposal. Please do not include any exceptions, assumptions or clarifications to the RFP in the Cost Proposal. Inclusion of exceptions in the Cost Proposal may cause a proposal to be excluded for non-compliance.

9.2. CONTENTS OF THE TECHNICAL RESPONSE

The proposal must include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. CCPS prefers a well-planned, straightforward business presentation with brief explanations. Responses with verbosity or disorganization will be judged accordingly. The Response format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Response. The Technical Response must be tabbed and organized as follows, with a suggested total page limit of One-Hundred (100) pages (excluding the Required Form Submittals).

9.2.1. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by CCPS concerning this solicitation. The letter should include a narrative statement of the Proponent's approach to providing the Services solicited in this RFP.

9.2.2. Executive Summary. The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project and must be no more than three (3) pages stating the agency's interest and proposed commitment to providing Real Estate and Land Acquisition Services. At a minimum, the Executive Summary must contain the following information:

9.2.2.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

9.1.1.2.2. A declarative statement as to whether:

9.2.2.2.1. Proponent or any member of the Proponent's team has an open dispute with CCPS or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

9.2.2.2.2. Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

9.2.2.2.3. Proponent has failed to complete work or a contract awarded to Proponent. If so, please provide an explanation; and

9.2.2.2.4. Proponent or any of the Proponent's employees, agents, independent contractors or subcontractors have been convicted of, or pled guilty or nolo contender to any felony. If so, please provide an explanation and details.

9.2.2.2.5. Provide a summary of the other sections of the Response. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

9.2.2.2.6. Provide general specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to CCPS.

9.2.3. **Technical and Management Approach.** Proponent must describe the procedures and methods that will produce the required outcomes for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but is not limited to:

9.2.3.1. Proponent must provide a detailed explanation of how Proponent's firm will comply with the Scope of Services listed in this RFP;

9.2.3.2. Proponent must describe how to provide advice around industry best practices in real estate land acquisition and also the tools/resources Proponent will use;

9.2.3.3. Proponent must describe the strategy utilized to manage and forecast a successful land purchase including strategies for locating properties for sale;

9.2.3.4. Proponent must describe the plan for coordination and communication with CCPS Staff;

9.2.3.5. Proponent must describe the methods for managing contracts and closing documentation.

9.2.3.6. Proponent must list the geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished. List office addresses and total number of employees, both professional and support, located at those offices.

9.2.3.7. Proponent must describe the fee structure and disclosure policies, including those for any sub-consultants or partners. Do not include cost;

9.2.3.8. Proponent shall describe the responsibilities and requirements expected from the CCPS in terms of staff time, subject matter experts and other CCPS resources;

9.2.3.9. Proponent shall describe the Customer Service Plan and basis for measuring customer satisfaction; and

9.2.3.10. Other information deemed important by Proponent.

9.2.4. **Experience and Qualifications of Key Staff.** Describe the experience and qualifications of Proponent's staff and highlight their skills, experience and availability to provide services to CCPS. Information to be provided includes, but is not limited to, the following:

9.2.4.1. Provide an organizational chart and a short, narrative overview highlighting the roles of Proponent's proposed team that will be involved in providing services to CCPS;

9.2.4.2. Provide the names, education, certifications, licenses and registrations for individuals who will be assigned to the project as Key Staff. Describe each participant's experience on projects of similar size and scope as required by this RFP. Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is awarded a contract, and changes may be made only with the prior written consent of CCPS;

9.2.4.3. Indicate the Proponent's Key Staff name, title, email address and other phone number for the designated Real Estate Agent that will handle CCPS real estate and land acquisition services.

9.2.4.4. Identify any outside specialized vendor(s) Proponent intends to use as a Sub-Contractor for the performance of the work, or portion thereof. The Proponent must submit information on the Sub-Contractor which should include: specialized Sub-Contractor's resume, company history, address, details of experience with similar type of projects during the last five (5) years, and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed Sub-Contractor identifying work on projects similar to that to be performed under this RFP; and

9.2.5. **Experience and Performance on Other Projects.** Describe Proponent's experience and qualifications in providing services as described in the Scope of Services. Information must include, but is not limited to, the following:

9.2.5.1. Description of previous experience providing Real Estate and Land Acquisition Services for school districts.

9.2.5.2. Proponent must provide four (4) references for which the Proponent has provided services similar in size and scope. References are to be provided utilizing the References and Release Form provided in Appendix C, Required Forms.

9.2.6. **Organization and Financial Capability.** To facilitate the efforts CCPS to evaluate, verify, and understand the Proponent's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to CCPS as requested below. By definition, a "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP. Proponent may present additional evidence of financial ability or financial surety it deems appropriate, but must first comply with the following:

9.2.6.1. **Instructions.** If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from

the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.

9.2.6.2. **Financial Information:** The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests below with the Proposal.

9.2.6.2.1. Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including Income Statement, Balance Sheet, and Statement of Cash Flows.

9.2.6.2.2. Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.

9.2.6.2.3. Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

10. CCPS STANDARD AGREEMENT

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

11. REQUIRED FORM SUBMITTALS

The forms and documents contained in Appendix C, Required Forms, are mandatory forms required to be submitted with each proposal. Failure to provide the information or documentation required may cause a proposal 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 proposal to be declared non-responsive and rejected.

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 Proponents fair and equal consideration.

IV. Conduct business with potential and current Proponents 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 Proponents honor all terms of their contract.

APPENDIX B

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Request for Proposal (RFP) 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 Proponent 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. Invoices should be sent to Clayton County Public Schools, Construction Department, Attn: Chief of Capital Outlay, 6635 Lake Drive, Morrow, GA 30260. All invoices must show the contract number, work performed and period of work. Invoices must be submitted for payment within ninety (90) calendar days from the date goods or services are received. Payment will be made via electronic payment or check. CCPS reserves the right to modify these terms should extenuating circumstances prevail. Invoices not received within 90 days may not be paid.

III. **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.

IV. **Scope of Services**. Contractor shall provide Services as requested by CCPS on an as needed basis in accordance with the RFP 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 fifteen (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) day 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.

e. Bonding Requirements (When Required)

1. Bid Bond:

All proposers shall submit a Bid Bond in the amount of five percent (5%) of the total proposal price. The Bid Bond must be submitted with the proposal and shall be in the format provided in Appendix C - Required Documents. Proposals submitted without a valid Bid Bond when required may be deemed non-responsive.

2. Payment and Performance Bond:

Upon execution of the Agreement, the successful Contractor shall furnish the following:

a. A Payment Bond in the amount of one hundred percent (100%) of the total contract value.

b. A Performance Bond in the amount of one hundred percent (100%) of the total contract value.

These bonds must be issued by a surety company authorized to do business in the State of Georgia.

VII. 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.

VIII. 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 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.

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 those 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.

XII. 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

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 derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

a. 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.

b. 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.

c. 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.

XIII. 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.

XIV. 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.

XVII. 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. 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 Board of Commissioners.

XVIII. 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 Proponent 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.

XIX. 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 other 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.

XXII. 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.

iii. 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.

XXIII. 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, and E and Attachments A, B, and C.

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.

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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: _____

RFP 003-27 Real Estate and Land Acquisition Services
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-CONTRACTOR AFFIDAVIT AND AGREEMENT

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 Sub-Contractor: _____

RFP 003-27 Real Estate and Land Acquisition Services
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

_____

RFP 002-27
REAL ESTATE AND LAND ACQUISITION

PROPONENT REPRESENTATIONS AND DECLARATIONS

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

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/proposal 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 proposal therefor.

      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 proposal therefor.

b. 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 proposals or proposals 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 proposals 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/proponent 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/Proponent 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/Proponents and their subcontractors/suppliers. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proponent knowing them to be false, or if there is a failure of the successful Bidder/Proponent 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/Proponent'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/Proponent 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. Proponent 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 Proponent 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 Proponent. Signing this form affirms that the Original Request for Proposal Document has not been altered in any way.

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 Proponent.

--BALANCE OF PAGE INTENTIONALLY LEFT BLANK--

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: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 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**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REFERENCE AND RELEASE FORM

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

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

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

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

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

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 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.

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.

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 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)
☐ 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:

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 American

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: Company Name:_____

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

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

2. **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:

APPENDIX E
GENERAL SCHOOL HOLIDAY CALENDAR

CLAYTON COUNTY PUBLIC SCHOOLS

2026-2027 School Calendar

Legend

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

Holidays

Sept. 7: Labor Day
Sept 8: ELBC Day
Oct. 12-16: Fall Break
Nov 3: ELBC Day (Election Day)
Nov. 23-27: Thanksgiving Break
Dec. 21-Jan. 1: Semester Break
Jan. 4: Professional Learning Day
Jan. 18: MLK Day
Feb. 15-19: Winter Break
Mar 15: ELBC Day
Apr. 5-9: Spring Break
May 31: Memorial Day
June 18: Juneteenth



JULY 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Please note: Due to unforeseen circumstances, including but not limited to weather issues, the Board of Education may deem it necessary to adjust this calendar.

2026-2027 Extended Learning Beyond the Classroom Days (ELBC)
• August 24, 2026 • September 8, 2026 • November 3, 2026 (Mid-term Election Day) • March 15, 2027
(ELBC days are virtual instructional days for students and a planning/professional development day for teachers.)

Adopted - December 17, 2026

Clayton County Public Schools

2026-2027 STUDENT CALENDAR

July 2026

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

August

Monday	Tuesday	Wednesday	Thursday	Friday
First Day 3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
ELBC 24	25	26	27	28
31				

September

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

October

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

November

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

December

Monday	Tuesday	Wednesday	Thursday	Friday
	1	2	3	4
7	8	9	10	11
14	15	16	17	18 89
21 SEMESTER BREAK	22 SEMESTER BREAK	23 SEMESTER BREAK	24 SEMESTER BREAK	25 SEMESTER BREAK
28 SEMESTER BREAK	29 SEMESTER BREAK	30 SEMESTER BREAK	31 SEMESTER BREAK	

2027 (91)

January

Monday	Tuesday	Wednesday	Thursday	Friday
				1 Semester Break
PLDay Workday 4	5	6	7	8
11	12	13	14	15
MLK Birthday 18	19	20	21	22
25	26	27	28	29

February

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

March

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

April

Monday	Tuesday	Wednesday	Thursday	Friday
			1 57	2 58
5	6 SPRING BREAK	7 SPRING BREAK	8 SPRING BREAK	9 SPRING BREAK
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May

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

June

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

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

ATTACHMENT A
SCOPE OF SERVICES

RFP 003-27
REAL ESTATE AND LAND ACQUISITION SERVICES

All services provided must comply with all federal, State of Georgia and local regulations and laws applicable. Proponent must provide all services as requested in this RFP including, but not limited to, the following:

1. GENERAL

Reference is made to the Information and Instructions to Bidders and Introduction, and incorporated herein.

The Scope of Services (SOS) contained in this RFP includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet CCPS's initiatives. CCPS will determine the services to be performed. Nothing in this RFP constitutes an assurance that a particular item of work will be performed by the successful Proponent. CCPS reserves the right to request all, some or any combination of services identified in this Scope of Services. When CCPS desires any services contemplated under this Scope of Services, CCPS will contact the successful Proponent and authorize such services. All proceedings, conversations, activities, etc. cannot be disclosed except, when necessary, with the consent of CCPS. It is understood and agreed to by the Proponent that services performed under the Scope of Services of this RFP shall include, but not be limited to, the services described below and as desired by CCPS.

2. SERVICES

The basic services shall include, but not be limited to, the following:

2.1 Provide information regarding the market in Clayton County and develop strategies for locating properties for sale.

2.2 Coordinate site visits and showings of property with potential sellers.

2.3 Negotiate with sellers on behalf of CCPS and oversee the entire negotiation process.

2.4 Obtain any property disclosures.

2.5 Coordinate real estate transaction closings.

2.6 Provide title documentation that involves investigating public records for land ownership, liens or judgements against the title.

2.7 Provide title insurance and appraisal of property.

2.8 Maintain full and accurate records with respect to all matters and services provided on behalf of CCPS.

2.9 Manage contracts and closing documentation either in person or in escrow, which will depend on the convenience of the buyer, the seller, the broker and the bank.

2.10 The primary account representative and other account team members for the real estate broker or firm must be available to CCPS and its staff to address questions related to this account.

2.11 Promptly respond to CCPS's questions related to land purchases.

2.12 Attend meetings as required or requested.

2.13 Conduct all other customary activities and services associated with the real estate and land acquisitions transactions.

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ATTACHMENT B
COST PROPOSAL FORM

RFP 003-27
REAL ESTATE AND LAND ACQUISITION SERVICES

Proponents must enter costs in the BONFIRE Bid Table for RFP 003-27 Real Estate and Land Acquisition Services. All Costs must be listed in BONFIRE and are inclusive, F.O.B. Destination. CCPS will not be responsible for charges that are not listed.

Proponent will furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the services requested in this RFP. CCPS will not be responsible for charges that are not included on the Cost Proposal Form.

Please do not make modifications to this form as any change may render Proponent's proposal non-responsive. Please complete this mandatory form in its entirety. If this cost form does not include items or is not representative of your services or cost structure, please attach an additional schedule of your services and cost. However, the additional schedule must not be submitted in lieu of the mandatory form

A. Commission Rate as a Percentage:

_____**(in figures)**

_____**(in words)**

Proponent/Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C

STANDARD DRAFT AGREEMENT

CLAYTON COUNTY PUBLIC SCHOOLS

DRAFT AGREEMENT

RFP 003-27

REAL ESTATE AND LAND ACQUISITION SERVICES

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STANDARD AGREEMENT

RFP 003-27

REAL ESTATE AND LAND ACQUISITION SERVICES

THIS AGREEMENT for RFP 003-27 Real Estate and Land Acquisition Services 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") an _____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 Real Estate and Land Acquisition Services; and

WHEREAS, CCPS issued RFP 003-27 Real Estate and Land Acquisition Services requesting proposals from qualified Proponents to provide such services; and

WHEREAS, the Contractor responded to the Request for Proposals (RFP) 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.

1.2 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 four (4) 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 RFP and Attachment A, Scope of Services attached hereto and incorporated herein by reference.

ARTICLE 3
COMPENSATION/INVOICING

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

3.1 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.

3.2 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.

3.3 All invoices must be submitted within 90 days of date services rendered. Invoices not received within 90 days will not be paid.

3.4 Original Invoices must be mailed directly to:

Clayton County Public Schools
Finance Department
1058 Fifth Avenue
Jonesboro, GA 30236
Attn: Accounts Payable

3.5 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:

3.5.1 Name and address of Contractor;

3.5.2 Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and

3.5.3 CCPS Purchase Order number, a copy of the approved cost sheet submitted with this RFP, the RFP number and Contract 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.

7.1.1. 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;

7.1.2. 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

7.1.3. 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.

7.1.4. 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.

7.1.5. 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.

7.2 **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

8.1 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.

8.2 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:

8.2.1 Procure the right for CCPS Indemnities to continue using such processes, procedures, Work Product, materials, methodologies or Services;

8.2.2 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;

8.2.3 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

8.2.4 Create a feasible workaround that would not have any adverse impact on CCPS.

ARTICLE 9
CONFIDENTIAL INFORMATION

9.1 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.

9.2 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.

10.1 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 derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

10.2 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.

10.3 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.

10.4 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

11.1 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.

11.1.1 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.

11.1.2 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.

11.1.3 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.

11.1.4 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.

11.2 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.

11.3 **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.

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

ARTICLE 12
INDEPENDENT CONTRACTOR

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

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.

14.2 **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

15.1 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:

16.1 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

16.2 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

17.1 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.

17.2 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.

17.3 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.

17.4 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

18.1 **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:

18.1.1 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;

18.1.2 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;

18.1.3 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.

18.1.4 Contractor engaging in behavior that is fraudulent, dishonest, or a conflict of interest with Contractor's obligations pursuant to this Agreement;

18.1.5 The Contractor's failure to keep, perform, or observe any other term or condition of the Agreement shall default to Termination for Convenience;

18.1.6 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".

18.1.7 **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.

18.2 **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.

18.2.1 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.

18.3 **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:

18.3.1 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;

18.3.2 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;

18.3.3 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;

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

18.3.5 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 C, Required Forms.

20.4 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 C, Required Forms.

ARTICLE 21
MISCELLANEOUS PROVISIONS

21.1 **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.

21.1.1 The Agreement;

21.1.2 Attachment A – Request for Proposals (RFP) 003-27 Real Estate and Land Acquisition Services;

21.1.3 Attachment B – Accepted provisions of Contractor's Proposal submitted in response to the above referenced RFP.

21.1.4 Attachment C – Cost Proposal Form

21.1.5 Attachment D – SLBE Required Documents

21.1.6 Any amendments as mutually agreed and signed by both parties;

21.1.7 Any subsequent Change Orders as mutually agreed to and approved by CCPS.

21.1.8 Contractor's licenses and/or permits, if applicable; and

21.1.9 Contractor's insurance certificates.

21.2 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:

21.3 **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.

21.3.1 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.

21.3.2 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.

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

21.4 **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.

21.5 **References**. Unless otherwise provided to the contrary:

21.5.1 All references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years;

21.5.2 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;

21.5.3 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 therefor.

21.5.4 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.

21.5.5 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.

21.5.6 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.

21.6 **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 is option, may terminate this Agreement in whole or in part.

21.7 **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.

21.8 **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.

21.9 **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.

21.10 **No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

21.11 **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.

21.12 **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.

21.13 **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.

21.14 **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--

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

CLAYTON COUNTY PUBLIC SCHOOLS

BY: _____
Dr. Douglas Hendrix Sr.
Superintendent of Schools/CEO of Schools

_____
Date of Signature

COMPANY OR SERVICE CONTRACTOR

BY: _____
Signature

Name: _____

Title: _____

Date of Signature: _____

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