

COBB COUNTY SCHOOL DISTRICT  
MARIETTA, GEORGIA  
PROCUREMENT SERVICES DEPARTMENT

**January 24, 2008**

TO ALL VENDORS:

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

All proposals accepted must be sealed with the envelopes marked with your company name and **“RFP 09-08, Insurance Claims Handling System”**. For mailing purposes, please address your proposal to CCSD, Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, Georgia 30152. **Attn: Chris McSpadden, 770-426-3524.**

Proposals may be hand delivered to the Procurement Services Department at 6975 Cobb International Blvd., Kennesaw, Georgia 30152, where the proposal acceptance will close on **Thursday, February 14, 2008 at 3:00 p.m. Eastern Time.**

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

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

Your interest and participation are solicited and appreciated.

Sincerely,  
COBB COUNTY SCHOOL DISTRICT

Alisa Morningstar, CPPO  
Director of Procurement Services

Encls:

1. General Terms and Conditions-pgs. 2-18
2. Special Terms and Conditions-(including non-cost proposal requirements) pgs. 19-25
3. Conflict of Interest-pg. 26
4. Contract Agreement-pg. 27
5. Georgia Security and Immigration Compliance Act OCGA 13-10-90 Documents-Pgs. 28-30
6. Cost Proposal Form-pg. 31-32
7. Vendor Questionnaire-pg. 33
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10. Checklist-pg. 36

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**1.0 PREPARATION OF PROPOSALS**

- 1.1** Proposals must be on Proposal Forms furnished with this Request for Proposal (RFP). They must be submitted in a sealed envelope marked with your company name and “**RFP 09-08, Insurance Claims Handling System**” clearly marked on the outside of the envelope as outlined in the submissions sections.
- 1.2** Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected by CCSD. Each vendor is required to furnish all information requested in the Request for Proposal.
- 1.3** Due to the large number of vendors listed in certain categories of the CCSD vendor’s list, not all vendors will necessarily be sent a Request for Proposal each time one is issued. Requests for Proposal issued by the CCSD are advertised on Cobb County TV 23 and 24 and the CCSD Internet Site [www.cobbk12.org](http://www.cobbk12.org) . Vendors are advised to view TV 23 or 24 and the Internet Site frequently for a listing of Request for Proposals. To view on the Internet, go to the CCSD Internet site; at the bottom is a list of “DISTRICT RESOURCES”, click on “**Solicitations**”.
- 1.4** The Cobb County School District’s (CCSD) Procurement Services Department Purchasing Regulations are hereby acknowledged, understood and agreed to by the parties and are hereby fully incorporated into the Bid and Bid Contract. Refer to the Procurement Services Web Page: <http://www.cobb.k12.ga.us/Departments/BS/BSPurchasing/index.htm>, for the complete Purchasing Regulations.
- 1.5** Each vendor is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and Cobb County School District regulations or policies pertaining to CCSD procurement.

**2.0 COMMUNICATIONS WITH CCSD STAFF**

- 2.1** All communications concerning this proposal must be submitted in writing to the CCSD Procurement Services Department. Email to [chris.mcspadden@cobbk12.org](mailto:chris.mcspadden@cobbk12.org) is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Procurement Services Department, will be binding upon CCSD. User departments may be called upon for clarification in their area of expertise at the discretion of the Procurement Services Department. Questions must be received by **January 31, 2008 at 3:00 PM.**

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

**3.0** **SUBMISSION OF PROPOSALS**

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

Cobb County School District  
 Procurement Services Department  
**RFP 09-08, Insurance Claims Handling System**  
**Attn: Chris McSpadden**  
 6975 Cobb International Boulevard  
 Kennesaw, GA 30152  
 Fax number: (770) 426-3371  
**Office Number: (770) 426-3524**

The proposal cost form must be submitted separately from the rest of your response. **One original** of the cost section of the proposal must be submitted in a sealed envelope labeled:

**RFP 09-08, Insurance Claims Handling System**  
 Vendor Name  
 Cost Proposal  
 Due: Due Date & Time

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

**RFP 09-08, Insurance Claims Handling System**

Vendor Name

Non-Cost Proposal

Due: Due Date & Time

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

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

**4.0** **SPECIFICATIONS**

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

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

**5.0** **AUTHORITY**

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

**6.0** **PRICES QUOTED**

- 6.1** Prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Cobb County School District reserves the option to renew the proposal annually if agreeable to both the successful vendor and the Cobb County School District.
- 6.2** Quantities/amounts shown on the Request for Proposal are estimates. Vendors are advised that the actual number purchased/required may vary from those on the Request for Proposal, depending upon the needs of the CCSD and the availability of funds.
- 6.3** Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- 6.4** Pricing must be submitted on Proposal Form as requested without conditions unless called for in Special Terms & Conditions.
- 6.5** For Goods: Proposals must include any and all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- 6.6** Prompt payment discounts offered for payment up to thirty (30) days will be considered for the purposes of proposal evaluation and award.

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**7.0 SAMPLES**

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

**8.0 VENDOR'S EVIDENCE OF RESPONSIBILITY**

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

**9.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY**

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

Confidential information is educational records, proprietary information, a trade secret, copyrighted material, or documents otherwise not subject to disclosure or use, as defined under O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 USC §1232 (g), 45 C.F.R. § 741.6(c)(3), 45 C.F.R. §84.14(d) and 20 U.S.C. §§ 1400-1491. Vendor acknowledges that confidential information includes, but is not limited to, employee data, educational records,

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information relating to health records, physician and provider notes, medical bills, claims and other written information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed.

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

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

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

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

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

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

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**10.0 AWARDS**

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



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

**11.0** **CONTRACT**

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

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**11.5 Choice of Law and Venue** – The Laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any term or provision of this contract be governed by UCITA, as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Cobb County, Georgia, with respect to any state action, and the Northern District of Georgia in Atlanta, Georgia, with respect to any federal action

**11.6** Whether or not a dispute arises, under no event will the CCSD be liable to any vendor for costs incurred by such vendor in responding to this Request for Proposal.

**12.0 SHIPPING**

**12.1** All prices are to include delivery to the location(s) specified in the Request for Proposal or the Purchase Order. All delivery for goods must be FOB destination to the location(s) specified in the Request for Proposal, unless specified otherwise in the Special Terms and Conditions.

**12.2** If the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by CCSD, CCSD reserves the right to cancel the purchase of the proposal items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the CCSD vendor list.

**13.0 INVOICING**

**13.1** Payment will be made by the CCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the CCSD authorized representative.

**13.2** The successful vendor will be required to supply an original and one copy of each invoice and to reference all invoices to the purchase order to which they pertain.

**13.3** Prompt payment discounts offered for payment up to thirty (30) days will be taken.

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

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- 13.5** All invoices and/or financial correspondence should be directed to:  
Financial Services Division  
Cobb County School District  
P.O. Box 1288  
Marietta, Georgia 30061  
Attn: Disbursement Services

**14.0** COMPLIANCE

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

**15.0** RIGHTS AND REMEDIES

- 15.1** As permitted by law, in lieu of canceling the purchase order, the CCSD may levy a charge for each day beyond the required completion date that the successful vendor fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the CCSD as a result of the vendor's failure to deliver the item(s) as required. Partial completion on a purchase order will not exempt a vendor from this charge. CCSD further has the right after assessing such charge, after the continuing failure of the vendor to complete, to terminate the purchase order.

**15.2** Warranty and Support Requirements

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

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

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

- 15.2.1** All of the products, services and other deliverables under this contract are guaranteed by the Vendor to CCSD against all defects in workmanship and materials. Vendor warrants that all products will, at the time of delivery to CCSD, be free from defects in manufacture or materials and will meet all specifications and requirements set forth in the BID.
- 15.2.2** Upon request by CCSD, the Vendor further agrees to immediately correct, without charge to CCSD, any defects in the products, which develop during the life of the warranty after acceptance and payment by CCSD. Furthermore, Vendor agrees to correct or repair, without cost to CCSD, anything that it may affect or disturb in making the repairs herein contemplated. Vendor further agrees to indemnify CCSD against damages of any sort resulting from faulty workmanship or materials by Vendor while performing any warranty or guaranty work hereunder (or by any third party performing such work for and on behalf of Vendor).
- 15.2.3** The products provided under this BID shall be fully capable of performing any and all of the functions specified in the BID, and as set forth in Vendor's Response. Vendor also agrees that Vendor is fully aware of CCSD's business requirements and intended uses of the products and warrants that the products shall be fit for such intended uses.
- 15.2.4** Vendor hereby warrants and represents that it is the sole owner of all right, title, and interest in and to the products and any related documentation that is to be delivered and used by CCSD under the BID, including all patents, copyrights, copyright rights, trade secrets, trademarks and all proprietary and intellectual rights and confidential information contained therein, and that there are no liens, claims or encumbrances on any products delivered to the CCSD under this contract.

**15.3 Intellectual Property Indemnification**

In the event that the CCSD's use of the product under this contract is held or believed by Vendor to infringe on any patent, trademark, copyright, trade secret or other proprietary interest of any third party ("Third Party Intellectual Property Rights"). Vendor shall have the option, at its expense, to (i) procure for CCSD the right to continued use of the product or (ii) replace or modify in whole or in part the product so that it becomes non-infringing; provided, however, that any replacement or modification shall maintain or exceed the product functionality and performance existing at the time such infringement is found. Additionally, Vendor shall have the obligations to indemnify CCSD against any damages or costs incurred by CCSD insofar as the same is based upon any claim that the product, or any component thereof, used by Vendor in the course of performing under this contract and provided to CCSD infringes on any Third Party Intellectual Property Rights. Notwithstanding the foregoing, Vendor shall not be responsible for indemnifying CCSD hereunder from and against any claim based upon infringement of any Third Party Intellectual Property

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Rights, if such infringement is a result of any one of the following: (i) CCSD's or any third Party's unauthorized modification, alteration or change to the product; or (ii) any work or materials provided to Vendor by CCSD.

The Vendor shall indemnify and hold harmless the Cobb County Board of Education, the Cobb County School District and its officers, agents and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including, but not limited to, reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this Agreement, due to any act or omission on the part of Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf; or due to any breach of this Agreement by Vendor; or due to the application or violation of any pertinent federal, state or local law, rule or regulation by Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf.

**15.4 Termination**

If the CCSD or the successful vendor(s) wish to cancel this proposal, written notice thirty (30) days in advance will be required of either party. CCSD reserves the right to terminate the contractual relationship with Vendor without cause on 30 days' written notice to Vendor. In addition, CCSD may terminate the contract with Vendor in the event Vendor breaches any of its duties and obligations under this contract and Vendor fails to cure such breach within thirty (30) days after receiving notice from CCSD specifying the breach.

CCSD shall have no liability to Vendor based on any such termination except to pay all amounts due Vendor up to the date of termination for the product, work and services specifically delivered to CCSD and in accordance with the compensations provisions of the PROPOSAL. Vendor shall promptly deliver to CCSD all work, whether or not completed, and all property of CCSD, including any Proprietary information, trade secrets or Student Information as provided herein, which is in Vendor's possession on the termination date, including a final report to be prepared by Vendor describing results of the work up to the date of termination. In lieu of returning such property or information, Vendor may be directed by CCSD to destroy such property or information, in the sole discretion of CCSD. Vendor shall be responsible, with the assistance of CCSD, for removing any of Vendor's property, or any other third-party property, at any site of CCSD within ten (10) business days after the date of termination; provided, however, that Vendor shall ensure that CCSD has the necessary and applicable rights to use that property that CCSD identifies to Vendor in its discretion, and for which it has paid under this contract, after the termination of the contractual relationship between Vendor and CCSD.

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

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

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

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

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

**17.0** **TAXES**

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

**18.0** **SURVIVAL OF REPRESENTATIONS**

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

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**19.0 RELATIONSHIP OF PARTIES**

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

**20.0 SEVERABILITY**

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

**21.0 WAIVERS**

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

**22.0 PUBLICITY**

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

**23.0 CCSD PROPERTY**

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

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**24.0 AMENDMENTS IN WRITING**

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

**25.0 PARTIES BOUND**

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

**26.0 INDEMNIFICATION**

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

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

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

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



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**27.0 COMPLIANCE WITH LAWS**

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

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

**28.0 INSURANCE REQUIREMENTS**

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

**29.0 BACKGROUND CHECKS**

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

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

Background checks must be provided to the CCSD Human Resources Department upon request by the CCSD.

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

**30.0 SPECIAL TERMS AND CONDITIONS**

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

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**A. Objective**

Cobb County School District seeks to lease or purchase a workers' compensation, vehicle accident and general liability claims handling software system. The award for this proposal will be for a turnkey solution. This will include, but is not limited to the delivery, installation, training of CCSD personnel, maintenance of the system and the transfer of all existing claims data to the new system.

**B. Cobb County School District Profile Data**

Cobb County School District is comprised of 113 schools, approximately 107,000 students and over 15,000 employees. The District is self insured in the area of worker's compensation, vehicle accidents and general liability. It is self administered in the processing and handling of all workers' compensation, vehicle accidents and general liability claims. Claims are processed in the District's Human Resources Risk Management Department. There will be a need for 5 workstations with room for expansion for more workstations, if necessary.

**C. Basic Guidelines for RFP/Contract Requirements**

1) Award

**This proposal is being requested with both purchase and lease options. The purchase prices requested will be for both a one year and two year warranty and software upgrade/maintenance options.**

This Agreement shall be effective when signed by CCSD and Vendor (the "Effective Date"), and shall remain in effect for a period as agreed upon, depending upon CCSD's type and length of Award, unless earlier terminated as provided in this Agreement. As required by O.C.G.A. § 20-2-506, the Agreement shall terminate absolutely and without further obligation on the part of CCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or renewed as provided herein. During the Term, this Agreement will be automatically renewed for the following calendar year unless written notice of termination is received from CCSD 30 days prior to the close of each calendar year. The total obligations of CCSD with respect to this Agreement on a yearly basis and over the term of the Agreement shall be consistent with the RFP Pricing as submitted to CCSD.

- 2) All prices must include all labor, materials and equipment required to provide services, shipping and miscellaneous charges that are necessary to provide a complete solution to CCSD.
- 3) Vendor must insure that all assigned support personnel are fully qualified/certified on the hardware, software and services included in the solution, and provide sample resumes of local support personnel, highlighting applicable certifications.

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- 4) A site visit is available upon request.

**D. Product Requirements Specific to Worker's Compensation**

The claims handling software program/system must include, but is not limited to each of the following:

- 1) Provide a separate record for each claim file with system defined unique claim number, claimants address, phone number, date of birth, social security number, gender, accident date, report date, location of accident, department, description of accident, body part injured and result of injury
- 2) Index screen listing claimants by name, social security and claim number
- 3) Each claim record must contain reserve financial data. Reserve fields are temporary total, temporary partial, permanent partial disability, death benefits, doctor, physical therapy, pharmacy, hospital, transportation, expense and other.
- 4) The program will have a note and diary system
- 5) Ability for automatic scheduling and generating of indemnity payments.
- 6) Ability to generate checks by linking to the District's Financial Services database to generate checks. The program will maintain a ledger of all payments on each file. Ledger attached to each claim record must contain fields for check number, amount of check, payee, date of service and type of payment.
- 7) Ability to calculate 350 and 400 week benefit schedule.
- 8) Ability to input vendor information and track vendors by federal tax identification number and/or social security number and vendor's name, address and phone number.
- 9) Provide input and tracking for receipt of revenue from the Second Injury Trust Fund.
- 10) Ability to complete on line and provide automatic population of fields on Georgia State Board of Worker's Compensation forms WC1, WC2, WC3, WC4, WC6, WC240, WC104 and other documents such as correspondence.
- 11) Ability to create and generate user defined loss run reports
- 12) Data base security.
- 13) Index Bureau Interface.

**E. Product Requirements Specific to Vehicle Accidents and General Liability**

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- 1) Ability to enter table for codes pertaining to vehicle accidents, body part, injury, causes, site, claim type, weather and vehicle data. Provide system defined unique claim numbers.
- 2) Ability to track amount of property damage, reimbursements, medical lost wages, professional/technical costs, legal and reserve amount associated with each accident.
- 3) Ability to access information via indexing by claim number, employee name, claimant name.
- 4) Each record must contain reserve financial data. Reserve fields are property damage, medical, reimbursements, professional/technical expenses and other.
- 5) Ability to create and generate user defined loss run reports.

**F. Technology Requirements**

- 1) The system must run on a Microsoft Windows 2003 or later Microsoft Windows operating system.
- 2) The system must use Microsoft SQL Server 2005 or later Microsoft SQL Server as a database.
- 3) The system should be web based.
- 4) Hardware requirements must be provided.
- 5) No more than 2 servers should be required for the system if it is an intranet only system. One additional server is acceptable if the system is to be accessible over the internet.
- 6) Requirements, specifications and cost information must be provided for any 3rd party software, including but not limited to backup software and anti-virus software. CCSD reserves the right to purchase any 3rd party software outside this RFP.
- 7) Details on the application security model including administration of the system must be included. An open security model that will support single sign on initiatives is preferred.

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- 8) If the proposed solution is an outsourced solution or vendor supplied ASP (Application Service Provider) the vendor will provide to CCSD on a weekly basis via a secure internet connection all data entered by CCSD, any data derived from CCSD and code translation tables for any codes in the data. The complete data set will be provided in one password protected ZIP file in either delimited text file format, fixed length record format or a SQL Server 2005 database that could be used by CCSD to extract the data. This data will be used in the CCSD data warehouse and any data provided to CCSD will become the property of CCSD.

**G. Statement of Work and Methodology**

- 1) Vendor Support. Provide in your response a detailed support model showing hours of support and service levels
- 2) Onsite support capabilities. Provide in your response a detailed description of phone support, online support, hours available and response time.
- 3) Provide in your response a detailed narrative or flow chart outlining how the transfer of data and training will occur. Training description should include the setting and timeframe.
- 4) Provide in your response your company's post-implementation software update guidelines.
- 5) Specify conditions of software licensure in your response.
- 6) Vendor shall provide detailed warranty information.
- 7) List any value-added items/services the CCSD either qualifies for as a result of this proposal or can participate in.

**H. Cost Proposal Form:**

- 1) CCSD wishes to have prices submitted two ways (see Cost Proposal Form), with and without a performance Bond equal to the amount of the award. The award will be for only one option.

**I. CCSD Insurance Requirements:**

- 1) Commercial General liability with limits of at least \$1 million single and \$2 million aggregate. Coverage must include products and completed operations with reporting of claims on occurrence basis.

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- 2) Umbrella Coverage in excess of GL and Auto of at least \$2 million.
- 3) Comprehensive Crime/Fidelity Bond with 3rd party coverage of at least \$25,000.
- 4) Statutory Workers' Compensation.
- 5) Employer's Liability of at least \$100,000.
- 6) Cobb County School District must be named as an additional insured on all applicable policies. The insurance carriers should be licensed to do business in the state of Georgia. The carriers must have an AM Best rating of A- or higher.

**Please Note:**

- Signing of Contract Agreement signifies that Vendor complies with insurance requirements as specified.
- Proof of Insurance is not required with submission of proposal, but must be available upon request (including during the evaluation process) CCSD will require proof of insurance before issuance of Award Letter/Contract.
- Vendor may choose to include proof of insurance with submission of proposal in order to expedite the evaluation process and issuance of award to the successful bidder.
- After notification of pending award, a vendor not including proof of insurance with their proposal will be given not more than 5 (five) business days (including day of notification) to provide proof or the proposal will be deemed non-responsive.

**J. Calendar of Events** (Tentative and subject to change)

Event	Location	Time	Date
RFP Released			January 24, 2008
Deadline for vendors to submit questions	chris.mcspadden@cobbk12.org	5:00 p.m.	January 31, 2008
Answers to vendor questions will be posted to CCSD Current Solicitations website	<a href="http://www.cobbk12.org">www.cobbk12.org</a> Solicitations		February 5, 2008
RFP Due (original & 8 copies)	CCSD Procurement Services	3:00 p.m.	February 14, 2008
Board Approval			April 2008
RFP Award			May 1, 2008

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## K. PROPOSAL EVALUATION

### 1) Organization and Completeness of Proposal

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

### 2) Evaluation Procedures – Review of Proposals

A committee comprised of representatives from Human Resources/Risk Management, Technology and Procurement Services will evaluate the proposal responses on the basis of qualifications, relevant experience, responsiveness of proposers, as well as the estimated cost of the engagement. Cost will not be the sole determining factor in the award.

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

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



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3) Evaluation Criteria

The selection of a Provider of an Insurance Claims Handling System will be based on the review of several key elements in the proposals submitted. They include, but are not limited to the following criteria:

#	Description	Points Possible
1.	<b>Technical Capabilities</b>	<b>70</b>
	Other claims features/value added services	10
	Vendor Support – pre and post sales	15
	Online support capabilities	5
	Transfer of data	10
	Training	10
	Software updates	5
	Warranty description	10
	Application security model	5
2.	<b>Business Stability</b>	<b>25</b>
	Vendor Information	15
	References	10
3.	<b>Organization and Completeness of Proposal</b>	<b>5</b>
	<b>Non-Cost Subtotal</b>	<b>100</b>
4.	<b>Cost</b>	<b>100</b>
	<b>TOTAL</b>	<b>200</b>

Cost Evaluation Formula:

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

The non-cost portion of proposals (total of items 1 – 3) can receive a maximum of 100 points (50 %) out of 200 points possible. Only non-cost proposals that receive 70 points (70% of total non cost score) or more will have the accompanying cost evaluated.

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CONFLICT OF INTEREST

ALL PROSPECTIVE VENDORS PLEASE READ CAREFULLY

Please refer to Board Policy BCB, Conflict of Interest, located on the Cobb County School District website at [www.cobbk12.org](http://www.cobbk12.org) under School Board Governance and Operations “Board Policies.”

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

BOARD MEMBERS:

Betty Gray, Chairman

John Crooks, Vice-Chairman

Lindsey Tippins

Holli Cash

John E. Abraham, Ph.D.

John M. Johnson

Teresa Plenge, Ph.D.

CABINET MEMBERS:

Fred Sanderson

Gordon Pritz

Jill Kalina

Allison Toller

Jay Dillon

Judy Gilliam

Judith Jones

Tony Melton

Janet Peeler

Dale Gaddis

Lynda Martin

Alice Stouder

Philip Lanoue

Chris Ragsdale

James Carter

Susan Galante

Mike Addison

Robert Benson

Donald Dunnigan

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

CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing an **Insurance Claims Handling System** to the Cobb County School District and do agree to all terms and conditions by so signing this document.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative's Signature  
(Must be signed in ink)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name  
(Please type or print)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number and Extension

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

\_\_\_\_\_  
Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

\_\_\_\_\_

**PRICES MUST REMAIN FIRM FOR ONE YEAR FROM THE DATE OF AWARD.**

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

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

TO ALL PROSPECTIVE VENDORS:

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

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

\_\_\_\_\_ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.

\_\_\_\_\_ Contractor has 100 to 499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.

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

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

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**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

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**SUBCONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

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

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**COST PROPOSAL FORM (OPTION 1)**

	<b>NO PERFORMANCE BOND</b>		
	<b>ONE YEAR WARRANTY AND ONE YEAR SOFTWARE MAINTENANCE AND UPGRADES</b>	<b>TWO YEAR WARRANTY AND TWO YEAR SOFTWARE MAINTENANCE AND UPGRADES</b>	<b>THREE YEAR WARRANTY AND THREE YEAR SOFTWARE MAINTENANCE AND UPGRADES</b>
<b>PURCHASE PRICE -</b> To include Delivery, Training, Installation Data Transfer and all other RFP requirements			
<b>Annual cost software upgrades and maintenance after initial purchase</b>			
<b>Monthly cost of software upgrades and maintenance after initial purchase</b>			
<b>Annual cost warranty after initial purchase</b>			
<b>Training Model</b>			
<b>3rd Party software requirements and cost</b>			
<b>LEASE PRICE -</b> To include Delivery, Training, Installation Data Transfer and all other RFP requirements			
<b>SCANNER (OPTIONAL)</b>			

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**COST PROPOSAL FORM (OPTION 2)**

	<b>PERFORMANCE BOND INCLUDED (equal to cost of project)</b>		
	<b>ONE YEAR WARRANTY AND ONE YEAR SOFTWARE MAINTENANCE AND UPGRADES</b>	<b>TWO YEAR WARRANTY AND TWO YEAR SOFTWARE MAINTENANCE AND UPGRADES</b>	<b>THREE YEAR WARRANTY AND THREE YEAR SOFTWARE MAINTENANCE AND UPGRADES</b>
<b>PURCHASE PRICE -</b> To include Delivery, Training, Installation Data Transfer and all other RFP requirements			
<b>Annual cost software upgrades and maintenance after initial purchase</b>			
<b>Monthly cost of software upgrades and maintenance after initial purchase</b>			
<b>Annual cost warranty after initial purchase</b>			
<b>Training Model</b>			
<b>3rd Party software requirements and cost</b>			
<b>LEASE PRICE -</b> To include Delivery, Training, Installation Data Transfer and all other RFP requirements			



COBB COUNTY SCHOOL DISTRICT  
MARIETTA, GEORGIA  
PROCUREMENT SERVICES DEPARTMENT

**VENDOR QUESTIONNAIRE**

Questionnaire must be completed by ALL Vendors.

1. How long have you been in business? \_\_\_\_\_

2. Give us background information on your company, including delivery and warehousing capabilities, as well as any financial ratings available. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Have you done business with other school systems?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name system and volume of business \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Is the vendor willing to extend all pricing, terms and conditions quoted to any Cobb County governmental entity under the Intergovernmental Cooperative Purchasing Program? This includes the Cobb County Government, the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna and the Devereux Foundation school. (While the Devereux School is not a part of Cobb County School District, they do provide services to students and receive pass-through funds from the State when appropriate.) YES \_\_\_\_\_ NO \_\_\_\_\_

5. Can CCSD employees purchase from this proposal at the same price? YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

COBB COUNTY SCHOOL DISTRICT  
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 PROCUREMENT SERVICES DEPARTMENT

**VENDOR REFERENCE SHEET**

References provided should be for recent completed projects of a similar scope. CCSD will in its sole discretion determine if references submitted are of similar scope. Preference will be given to completed projects of similar scope in K-12 environments. It is the vendor's responsibility to provide **COMPLETE** and **ACCURATE** reference information on the form below, **INCLUDING FAX NUMBERS AND EMAIL ADDRESSES.**

1. \_\_\_\_\_  
 Company

\_\_\_\_\_  
 Address, City, State, Zip Code

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Name of Contact Person

\_\_\_\_\_  
 E-Mail Address

2. \_\_\_\_\_  
 Company

\_\_\_\_\_  
 Address, City, State, Zip Code

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Name of Contact Person

\_\_\_\_\_  
 E-Mail Address

3. \_\_\_\_\_  
 Company

\_\_\_\_\_  
 Address, City, State, Zip Code

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Name of Contact Person

\_\_\_\_\_  
 E-Mail Address

COBB COUNTY SCHOOL DISTRICT  
MARIETTA, GEORGIA  
PROCUREMENT SERVICES DEPARTMENT

TO ALL PROSPECTIVE VENDORS:

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

If you do not choose to respond to the attached Request for Proposal, please fill in the form below indicating whether or not you want to be retained on our current vendors' list.

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

**It is not necessary to return this form, the Terms and Conditions of this proposal or the Specifications covering items in the proposal with your quotation. Vendors who do not wish to proposal often return the entire proposal package, sometimes at considerable postage expense. This is not at all necessary. Simply return the form at the bottom of the page.**

Thank you for your cooperation.

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**"NO RESPONSE" REPLY FORM: RFP 09-08, Insurance Claims Handling System**

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

I do not wish to submit a quotation on this Request for Proposal.

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COBB COUNTY SCHOOL DISTRICT  
MARIETTA, GEORGIA  
PROCUREMENT SERVICES DEPARTMENT  
RFP Checklist

**RFP 09-08, Insurance Claims Handling System**

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

- Submitted required number of copies plus an original of the Non-Cost Proposal
- Submitted one original of the Cost Proposal
- Contract Agreement – signed by an authorized company representative
- Vendor Questionnaire
- Vendor Reference Sheet
- Anything specified in the Special Terms and Conditions, etc:
  - a) Software samples for testing
  - b) Warranty information
  - c) Proof of Insurance
  - d) Sample resumes of local support personnel
  - e) Hardware requirements
  - f) 3<sup>rd</sup> Party software requirements
  - g) Application security model details

Vendor: \_\_\_\_\_

Vendor Rep Signature: \_\_\_\_\_

**We encourage you to save paper. It is not necessary to return this entire document with your bid/proposal response. Please return only the relevant pages on which your company has included a response.**