



FORSYTH COUNTY SCHOOL SYSTEM  
Purchasing Department

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**GENERAL TERMS AND CONDITIONS**

**1.0 PREPARATION OF BIDS**

- 1.1 Bids must be on Bid Forms furnished with this Invitation to Bid. They must be submitted in a sealed envelope marked with your company name and “**BID B24-01, Septic & Grease Trap Services**” clearly marked on the outside of the envelope.
- 1.2 Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation to Bid. Bid forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by FCSS. Each bidder is required to furnish all information requested in the Invitation to Bid.
- 1.3 Each bidder is responsible for having knowledge and understanding of any applicable State of Georgia Code and FCSS regulations or policies pertaining to FCSS procurement.
- 1.4 FCSS Purchasing Regulations are hereby acknowledged understood, and agreed to by both parties and are hereby fully incorporated into the Bid and Bid Contract.
- 1.5 **Conditional Bids-** Bids that in any way qualify or vary the terms and conditions and specifications of this Bid may be considered non-responsive and disqualified from consideration of award.

**2.0 COMMUNICATIONS WITH FCSS STAFF**

- 2.1 All communications concerning this BID must be submitted **in writing** to the FCSS Purchasing Department. Email to [ttryan@forsyth.k12.ga.us](mailto:ttryan@forsyth.k12.ga.us) 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 Purchasing Department will be binding upon FCSS. User departments may be called upon for clarification in their area of expertise at the discretion of the Purchasing Department. **Questions must be received by 5:00 P.M. February 7, 2024.**
- 2.2 From the issue date of this BID until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with school system employees and/or contracted agents related to this BID for any reason except as authorized by the Purchasing Department. Violation of this provision may result in rejection of the bidder’s response.
- 2.3 It is the vendor’s responsibility to check the FCSS Current Solicitations website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

**3.0 SUBMISSION OF BIDS**

- 3.1 The **Original and One Copy of the Bid** must be received at the Forsyth County School System, Attention: Purchasing Department, 2150 Keith Bridge Cumming, Georgia 30040 no later than the date and time (determined by the date/time stamp of the FCSS) set forth in the Invitation to Bid.

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- 3.2 The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.
- 3.3 **Any bid received after the designated time will be deemed late and will not be considered by the FCSS.** Telephone or fax quotations in lieu of Bid Form will not be accepted. FCSS cannot be responsible for lateness of receipt due to delivery delays.
- 3.4 Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.

### 4.0 **SPECIFICATIONS**

- 4.1 Any deviation from the specifications must be clearly identified in a letter accompanying the bid. The furnishing of cuts, catalogs or printed descriptions will not relieve the bidder of this requirement. FCSS shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Invitation to Bid. If FCSS determines that the modifications or deviations from the specifications are not in compliance, the bid may be rejected.
- 4.2 A vendor's failure to deliver any items/services according to specifications set forth in their bid 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 FCSS property at the sole cost of the vendor.
- 4.3 For Goods: Manufacturers listed, as "Model Equivalence" in the Invitation to Bid is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The FCSS will be the sole determiner as to whether the substituted item is of equal or better specification.
- 4.4 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 Bid document as well as current industry standards. Replacement units must be made available to FCSS for review and approved prior to the end of life of the awarded model. FCSS reserves the right to accept or reject the replacement item.
- 4.5 All products and materials furnished must comply with all applicable federal, state, and local laws, codes and regulations.

### 5.0 **PRICES QUOTED**

- 5.1 Prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Forsyth County School System reserves the option to renew the bid annually if agreeable to both the successful bidder and the Forsyth County School System. Bid may be renewed up to four times annually.
- 5.2 Quantities/amounts shown on the Invitation to Bid are estimates. Bidders are advised that the actual number purchased/required may vary from those on the Invitation to Bid, depending upon the needs of the FCSS and the availability of funds.
- 5.3 Bids that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.

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**5.4** Pricing must be submitted on Bid Form as requested without conditions unless called for in Special Terms & Conditions.

**5.5** For Goods: Bids must include all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

### **6.0** **SAMPLES**

**6.1** When required, samples must be furnished at the bidder's expense.

**6.2** Samples are to be tagged or labeled as directed in the Special Terms and Conditions.

**6.3** Samples not used or destroyed in testing will be returned to the bidder at bidder's request and at bidder's expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions, samples will become the property of FCSS.

### **7.0** **AWARDS**

**7.1** The FCSS reserves the right to accept or reject any part of a submitted bid (in whole or in part), to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject any and/or all bids submitted or waive any minor irregularity.

**7.2** The FCSS reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof.

**7.3** Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product or services specified. The lowest responsive bidder will not, therefore, always be the bidder who has submitted the lowest monetary bid. Award of bids will be made in the best interest of FCSS at its sole discretion.

**7.4** Purchases by the FCSS are not subject to Federal Excise Tax or State and Local Sales Tax. No taxes should be included in this Bid.

### **8.0** **CONTRACT**

**8.1** **THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE BIDDER AND RETURNED WITH THIS BID IN ITS ENTIRETY.**

**8.2** It is understood and expressly agreed that, upon proper acceptance of any or all items by the Purchasing Department, a contract shall hereby be created.

**8.3** Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from bidders list.

**8.4** Unless otherwise stated in the Special Terms and Condition, FCSS requires that all prices quoted will be firm for 12 months from award of contract.

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- 8.5** By signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products and services as bid. In addition, vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special T&C.
- 8.6** **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 person as duly authorized to enter into this contract on behalf of such party.
- 8.7** **Choice of Law and Venue-**The Laws of the State of Georgia shall govern this contract in all respects. 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 Forsyth County, Georgia.
- 8.8** **Entirety of Contract-** All documents submitted in response to the BID, including any attachments and appendices are incorporated into the contract between FCSS 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 Bid Response by the Vendor conflicts with the language of the Bid, the language of the Bid shall govern and control for all purposes, unless consented and agreed to by FCSS in writing.
- 8.9** FCSS 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 FCSS.

### **9.0** **SHIPPING**

- 9.1** All prices are to include delivery to the location(s) specified in the Invitation to Bid or the Purchase Order. All delivery for goods must be FOB destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the FCSS.
- 9.2** In the event of damage, shortage, or other loss resulting from shipment to any FCSS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.
- 9.3** FCSS reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the vendor list 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 FCSS.

### **10.0** **INVOICING**

- 10.1** Payment will be made by the FCSS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the FCSS authorized representative.
- 10.2** All accounts are paid on a current basis. Best effort will be made by FCSS to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of FCSS signature) at destination or from the date a correct invoice is received, if later than the date of delivery.

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- 10.3 Invoicing Procedure-** Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or by machine. Invoices will be paid within 30 days of receipt of invoice and within 30 days of notification receipt of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and FCSS purchase order number.

### **11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT**

- 11.1** Except as may be specifically permitted by the Bid, Vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Vendor personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of FCSS, which consent may be withheld at its sole discretion.

### **12.0 INDEMNIFICATION**

- 12.1** The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit FCSS property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the FCSS, or its employees.

### **13.0 TERMINATION**

- 13.1 Termination-**If FCSS or the successful vendor(s) wish to cancel this contract, written notice thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. FCSS reserves the right to terminate without warning in the event of critical and/or material breach of contract.

### **14.0 ADDENDUM**

- 14.1** Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. Vendor is responsible for checking the web page frequently during solicitation period for any potential addendum.

### **15.0 SPECIAL TERMS AND CONDITIONS**

Should the 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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### **SPECIAL TERMS AND CONDITIONS**

#### **1.0 PURPOSE**

- 1.1** Forsyth County Schools (FCS) is accepting bids for Septic & Grease Trap Pumping Services per the specifications of this document, all applicable federal, state, and local laws, and in accordance with industry “best practices” for various locations within the school system. FCS is seeking a qualified and experienced company(s) to perform these services by providing all labor, materials, equipment and services as assigned by this solicitation.

#### **2.0 GENERAL BID/CONTRACT CONDITIONS**

- 2.1 Term-** The term of this contract is 3/1/2024 to 2/28/2025. Contract may be renewed annually up to four additional one-year periods. Renewals will be based upon mutual interest from both parties and cannot materially alter the original operating agreement.
- 2.2 Price Modification-** Prices must remain firm for entire contract period (12 months). Vendor can request a price modification at the beginning of each new contract period but it must be accompanied by documentation supporting the increase (ie: CPI). FCS reserves the right to accept, negotiate, or deny and re-solicit any request for price escalation. **FCS will not accept under any circumstances the addition of surcharges such as fuel or any other related costs or fees that would alter the contract price.**
- 2.3** All pricing must be submitted on the **Bid Form** provided in this document, which must include all costs associated with the execution of this contract. Pricing submitted on vendor forms will not be considered nor will they be binding to this contract. FCS will not consider fuel or misc. surcharges during the contract term.
- 2.4 Georgia Security/Immigration Compliance Act-** Contractor must submit O.C.G.A 13-10-91 Affidavit included in this document as required by State Law.
- 2.5 Performance-** In addition to termination options as specified in 13.0 of the General Terms and Conditions, FCS reserves the right to remedy sub-standard performance related issues as deemed necessary by FCS, including but not limited to, back charging work performed at FCS employee rate.
- 2.6 Permits and Licenses-** The Contractor shall be responsible for obtaining and payment of all pertinent permits and licenses required for the completion of this work. This shall apply also to all sub-contractors.
- 2.7 Inspections-** Contractor assumes the responsibility of furnishing all services, labor, and materials for the entire work in accordance with the completion of this contract. Any inspection of the work by FCS the Chief Facilities Officer (or his designee) shall in no way affect said responsibility of the Contractor; nor shall the failure of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any work not in accordance with this document in any way affect such obligation of the Contractor to complete the work as specified. A representative of the Contractor shall attend the final inspection.
- 2.8 Damage-** All structures and landscaping shall be protected from damage. Any damage done to any part of any FCS property or related FCS individuals by the Contractor shall be repaired or replaced at no cost to FCS, and to the satisfaction of FCS.
- 2.9 Tobacco/Alcohol/Drugs-** All FCS property shall be free from any tobacco products (smoking or smokeless), alcohol, and illegal drugs. This includes vehicles and personal items. Failure to adhere may result in contract termination without remedy and/or criminal prosecution to the fullest extent of the law. FCS vehemently defends the safety of FCS students and staff pertaining to these banned substances. Any vehicle or personal property (lunch box, bag, box etc) is subject to search at any time by FCS personnel without probable cause.
- 2.10 Debris/Trash-** Contractor is responsible for the removal of all debris and trash associated with the performance of this contract including, but not limited to, products associated with this contract, and personal food and beverage.

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- 2.11 Existing Conditions-**The Contractor undertaking work under this contract is assumed to have visited the premises and to have taken into consideration all conditions that might affect work. No additional consideration will be given any claim based on lack of knowledge of existing conditions.
- 2.12 Insurance-** Proof of insurance must be submitted with proposal response and at any point during the life of the contract.
- Hazards-Compliant with 12.0 of the General Terms and Conditions**
- Workman's Compensation-** In accordance with Georgia Code
- Other Insurance-** The contractor shall obtain and maintain at his expense, insurance with minimum limits as prescribed below and shall protect the Contractor and Owner from any claims for property damage or bodily injury, including death, which may arise from the execution of this contract. The Contractor shall furnish to FCSS Facilities the Owner Certificates, policies and cancellation endorsements as shown below.

### **Contractor's General Liability Insurance:**

#### **Split Limits of Liability:**

***Bodily Injury:*** Limits of \$500,000 for each occurrence and \$500,000 for the aggregate of operations.

***Property Damage:*** Limits of \$300,000 for each occurrence and \$500,000 for the aggregate of operations

#### **Or If Combined Single Limit of Liability:**

Bodily Injury and Property Damage Combined:

\$500,000 each occurrence      \$1,000,000 aggregate

***Cancellation Endorsement-*** These insurance coverage shall not be canceled until at least 30-days prior to written notice has been given to the Owner

***Disposition-*** Certificate from insurance company confirming specified coverage must be sent to the Owner prior to commencement of work. (Two copies)

### **Contractor's Public and Automobile Insurance**

#### **Split Limits of Liability:**

***Bodily Injury:*** Limits of \$250,000 for each person and \$500,000 for each occurrence

***Property Damage:*** Limits of \$1,000 for each occurrence

#### **Or If Combined Single Limit of Liability:**

Bodily Injury and Property Damage Combined: \$500,000 each occurrence

***Cancellation Endorsement-*** These insurance coverage shall not be canceled until at least 30-days prior to written notice has been given to the Owner

***Disposition- Certificate-*** from insurance company confirming specified coverage must be sent to the Owner prior to commencement of work. (Two copies)

**Acceptability of Insurance Companies-** Insurance only written by a company licensed by the State Insurance Commissioner to do business in the State of Georgia at the time of the policy issuance will be acceptable.

- 2.13 Safety and Security-** At all times, the Contractor shall exercise exceptional caution to protect FCS students, personnel, or visitors from any hazards associated with the execution of this contract. Contractor personnel shall exercise extreme caution to not harm or remove any property not owned by Contractor. FCS employs video surveillance and will prosecute any criminal activity fully of the law. Contractor shall not interact with any non- contractor personnel while on FCS property unless directly associated with the performance of contract. Personnel shall not converse or interact in any manner, with FCS students or staff.

- 2.14 Contractor Questionnaire and References-** Contractor is required to completely submit both the Contractor Questionnaire and References to be considered for award. FCS, at its sole discretion, will evaluate both to confirm "responsibility" of contractor as it relates to job performance, job completion, and post job follow-through/support.

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- 2.15 Terms and Conditions-** FCS expects the terms and conditions of this BID, and all FCS related documents, to be the prevailing contract terms. If you request separate contract documentation to be incorporated into this contract, please provide with your initial submission. However, please know that any document that materially alters the terms and conditions of this agreement or placed undue burden on FCS *may be deemed non-responsive and removed from consideration*. Agreement to FCS terms and conditions may be a primary factor in award selection; thus, any contract language that you request **MUST** be provided with initial response, as it will not be possible to supplement contract language later.

### **3.0 SPECIFICATIONS AND SCOPE OF WORK**

- 3.1 Entirety of Work-** It is the intent of this contract that the Contractor shall provide all labor, materials, equipment, and services necessary to complete this work as specified within this bid. Specifically, contractor will be responsible, on an as needed basis, for the pumping of FCS septic tanks and grease traps at all FCS locations located on the attached corresponding document. Estimation of usage is not available and there are no guarantees of the frequency of service required.
- 3.2 Hours of Work**
- 3.2.1 Routine Work-** Work is to be done during normal business hours (M-F, 8-5). If access to the building is required at other times, arrangements must be made 48 hours in advance with the Facilities Department. It may be necessary to work after normal school hours so as not to disrupt the education process. When this is required, no emergency rate will be charged unless authorized.
- 3.2.2 Emergency Work-** Work will be requested to be done when the owner's workforce is unable to handle the emergency. The Contractor shall provide labor, equipment, and materials necessary to perform the work.
- 3.3 Locations-** Service locations for the purposes of this bid can found on a separate attachment labeled FCS Tank Locations available on the FCS website located under solicitation bid links.
- 3.4 Frequency**
- 3.4.1 Grease Trap-** FCS has a pumping frequency of twice a year for grease traps that consists of the late December or early January and late May or early June.
- 3.4.2 Septic-** FCS has a pumping frequency of once a year for septic tanks completed in late May or early June.
- 3.4.3 Other-** Contractor may be asked to provide additional service beyond our normal frequencies upon request as needed throughout the year.
- 3.5** FCS reserves the right to furnish part or all of the materials, parts, equipment, and services if in its own best interest.
- 3.6 The Work**
- 3.6.1** All work shall be done in accordance with instruction from the Chief Facilities Officer for FCS or his designee.
- 3.6.2** Workmanship shall be of good quality and must be in accordance with the standards of the industry.
- 3.6.3** All workers shall meet with the approval of FCS. The Contractor shall remove any workers deemed unsuitable by FCS.
- 3.6.4** The Contractor is responsible for providing the appropriate number of qualified workers required to complete the job as specified and within the allotted time. Crew size shall be approved prior to work being performed.
- 3.6.5** The starting time and ending time shall begin with and end on the job. FCS shall document time on the job.

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### 3.7 Procedure

**3.7.1 Work Orders-** A *Numbered Work Order* describing the work will be sent to the Contractor. The Work Order must be returned with all billing for reconciliation.

**3.7.2** All emergency work must be handled to meet the needs of FCS. Any contractor that cannot meet the scheduled requirements will be relieved of responsibility for that particular project.

**3.7.3 Supervisor:** FCS Maintenance Coordinator, or designee, will be in charge of the work for the School System and will be responsible for documenting all time charged, if applicable.

### 3.8 Inspection

**3.8.1 Site Inspection:** The Maintenance Coordinator, or his designee, shall inspect the work for quantity, quality, completeness and clean up.

**3.8.2 Correction of Work:** All work deemed as unsatisfactory, for any reason, shall be removed, replace, or re-done without additional cost to FCS.

### 3.9 Tools & Equipment

**3.9.1 Tools-** The Contractor shall have all tools required to complete the project as specified.

#### **3.9.2 Equipment**

**3.9.2.1** The Contractor shall have the tools and equipment normally used in the completion of the project as specified. Charges for the use of contractor-owned equipment on School System work, if any, shall be included in the bid pricing.

**3.9.2.2** The cost for the use of other contractor owned equipment (large or specialty equipment) shall be shown on the Bid Form. Prices bid must be shown for hourly, daily, and weekly rates, and must include any additional mark-ups.

**3.9.2.3** Cost of rental equipment shall be shown on the Bid Form in the format of Contractor's cost plus a percentage mark-up.

**3.10 Sub-Contractors:** Approval must be obtained from FCS Maintenance Coordinator prior to the use of a sub-contractor on School System work. Any sub-contractor must comply with all terms and conditions of the contract including bid pricing.

### 3.11 Billing & Payments

**3.11.1 Invoices-** Invoices shall be submitted in triplicate and shall all be sent at the completion of work

**3.11.2 Records and Submittal-** Back-up receipts, invoices and any related documentation must be submitted with each respective invoice.

**3.11.3 Invoices from suppliers-** Each invoice to FCS shall include a copy of each invoice from the Contractor's suppliers applicable to this contract and for which payment is being requested. This shall include all items and services the Contractor has procured for the project.

**3.11.4 Payment-** After receipt of invoice, FCS Facilities will inspect, verify and confirm the amounts shown. Payment shall be made within 30 days of verification of invoice by the Coordinator.

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#### 4.0 BID FORM

All pricing must be submitted on this Bid Form. Bid Pricing Price and Product must be compliant with the requirements as prescribed in this Bid Document entirely.

**Septic Tank Pumping Per Gallon** \$ \_\_\_\_\_

**Additional Costs (If applicable)** \$ \_\_\_\_\_

\$\_\_\_\_\_

**Bidder Notes:**

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**Grease Trap Pumping Per Gallon** \$\_\_\_\_\_

**Additional Costs (If applicable)** \$\_\_\_\_\_

\$ \_\_\_\_\_

**Bidder Notes:**

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

### **B24-01 - CONTRACT AGREEMENT**

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Septic & Grease Trap Services** to the Forsyth County School System and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Coordinator gives authorization. In the event bidders fail to comply, they may be removed from the vendors' list.

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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,  
will be determined to be net 30 days).

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Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

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*For purposes of this solicitation, Lead Time is defined as the number of days between vendor receiving order and the good/service being "received" at FCSS location.*

**PRICING SHALL REMAIN FIRM FOR TWELVE MONTHS FROM DATE OF AWARD**

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

**Upon notice of Award, this page will become the prevailing Contract Agreement between your organization and the FCSS.**

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### **REFERENCE SHEET**

*References will be utilized in the evaluation of this Bid. Vendor must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration. It is not the responsibility of FCSS to pursue and obtain incomplete and/or inaccurate reference information, to ensure that references respond to our reference request, or to consider references not listed on this form.*

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

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

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

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

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

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

\_\_\_\_\_  
Scope of Work (Size and scope)

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

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

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

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

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

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

\_\_\_\_\_  
Scope of Work (Size and scope)

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

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

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

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

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

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

\_\_\_\_\_  
Scope of Work (Size and scope)

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### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 of services on behalf of **(Forsyth County School System)** 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 subcontractors 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** (4-6 Digits, no letters)

\_\_\_\_\_  
**Date of Authorization** (of E-Verify authorization)

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Project/Contract Number/Purchase Order Number**

\_\_\_\_\_  
**Name of Public Employer**

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

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ 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 \_\_\_\_\_, 201\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires:  
\_\_\_\_\_

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### Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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) on behalf of **(Forsyth County School System)** 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**Federal Work Authorization User Identification Number** (4-6 Digits, no letters)

**Date of Authorization** (of E-Verify authorization)

**Name of Contractor**

**Name of Project/Contract Number/Purchase Order Number**

**Name of Public Employer**

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ 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 \_\_\_\_\_, 201\_\_.**

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**FORSYTH COUNTY SCHOOL SYSTEM**  
**Purchasing Department**

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**Contractor Questionnaire**

*(Questionnaire information will be utilized in the evaluation of this Bid. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration.)*

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

Years in Septic & Grease Trap Pumping  
Business:\_\_\_\_\_

# of Permanent Employees:\_\_\_\_\_

# of Employees Assigned to FCSS for this Contract:\_\_\_\_\_

# of Service Vehicles Assigned to this Contract:\_\_\_\_\_

Name & Address of Surety Bonding Company:\_\_\_\_\_

Can your organization meet all requirements of this solicitation, including but not limited to the specifications listed in the Special Terms and Conditions?\_\_\_\_\_ (Please Answer and Initial)

How many Comparable Contracts do you currently have in Georgia?\_\_\_\_\_

How many of these Contracts are: Government\_\_\_\_\_

K-12 Education\_\_\_\_\_

Where is the location of your nearest service facility? Please provide location and # miles from Cumming Ga)?

\_\_\_\_\_

Has your company ever failed to comply with any contract awarded? (Explain if yes)?\_\_\_\_\_

\_\_\_\_\_

Has your company ever lost a contract to any government entity based on poor performance or breach of contract (Explain if yes)?\_\_\_\_\_

\_\_\_\_\_

Is your company currently suspended or debarred from any government entity? (Explain if yes)?\_\_\_\_\_

\_\_\_\_\_

Are there any judgments, claims, legal proceeding or law suits pending or outstanding against your company of any of its officers (Explain if yes)?\_\_\_\_\_

\_\_\_\_\_

Is your company currently in bankruptcy proceedings or has it filed for bankruptcy in the past five years? (If Yes, please explain)\_\_\_\_\_

\_\_\_\_\_

Please provide the name, title, contact information, and qualifications of person primarily responsible for the day-to-day management of this contract (Project Manager)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you perform Background Checks on the Service Techs that may be assigned to this contract, if so please detail the type of check (GCIC, NCIC etc)?\_\_\_\_\_

\_\_\_\_\_

Do you perform drug test on the Service Techs that may be assigned to this contract?(At Hire, Random, or Both)?

\_\_\_\_\_