To: All Bidders

The Forsyth County School System’s Purchasing Department would like you to supply us with a Bid for Site Improvements. Pricing shall remain firm until job completion. The Forsyth County School System is tax exempt.

The Bid Opening is: #B16-13 April 11, 2016 11:00 AM (BID #) (DATE) (TIME)

Responses to this Request for Bid must be in a sealed envelope and must be marked with your company name, and Bid number. Please allow ample time for delivery. Bids received late will not be considered. For mailing purposes, please address to:

FORSYTH COUNTY SCHOOL SYSTEM
Brad Richardson, Purchasing Director
BID # B16-13
136 Elm Street
Cumming, GA 30040

Bid will be opened at the Forsyth County School System’s Purchasing Department located at 136 Elm St. Office #243 Cumming, Georgia

Respectfully,

Brad Richardson
Purchasing Director
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 B16-13, “LMMS and PGMS Site Improvements” 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 FCS. 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 FCS regulations or policies pertaining to FCS procurement.

1.4 FCS 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 FCS STAFF

2.1 All communications concerning this BID must be submitted in writing to the FCS Purchasing Department. Email to bradrichardson@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 FCS. 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 Friday, March 31, 2016.

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 FCS 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, 136 Elm St. Office #243, Cumming, Georgia 30040 no later than the date and time (determined by the date/time stamp of the FCS) set forth in the Invitation to Bid.
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 FCS. Telephone or fax quotations in lieu of Bid Form will not be accepted. FCS 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. FCS 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 FCS 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 FCS 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 FCS 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 FCS for review and approved prior to the end of life of the awarded model. FCS 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 FCS 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.
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 FCS.

7.0 AWARDS

7.1 The FCS 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 FCS 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 responsible 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 FCS at its sole discretion.

7.4 Purchases by the FCS 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, FCS requires that all prices quoted will be firm for 12 months from award of contract.
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 FCS 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 FCS in writing.

8.9 FCS 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 FCS.

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 FCS.

9.2 In the event of damage, shortage, or other loss resulting from shipment to any FCS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.

9.3 FCS 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 FCS.

10.0 INVOICING

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

10.2 All accounts are paid on a current basis. Best effort will be made by FCS 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 FCS signature) at destination or from the date a correct invoice is received, if later than the date of delivery.
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 FCS 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 FCS, 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 FCS 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 FCS, or its employees.

13.0 **TERMINATION**

13.1 **Termination**- If FCS 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. FCS 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.
1.0 PURPOSE

1.1 The purpose of this solicitation is to award a contract(s) for site work at both Little Mill Middle School (LMMS) and Piney Grove Middle School (PGMS) in accordance with the specifications of this document, drawings and specifications, standard industry best practices and all relevant laws, codes, and statutes of the State of Georgia. This work will include all labor, materials, and work to complete a turnkey project.

2.0 GENERAL BID/CONTRACT CONDITIONS

2.1 Term- The term of this contract is until job is completed and released by FCS.

2.2 Period of Work: Work must be completed as specified below and must be coordinated with FCS Facilities and each individual school.

Estimated Award Date: April 22, 2016

a. LMMS- Between May 28, 2016 and July 30, 2016
b. PGMS- Anytime after Award date but cannot block traffic

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 Award- Award will be made to the lowest responsible and responsive Bidder meeting qualifications terms and conditions solicited. FCS will consider references and past performance on FCS contracts into award consideration. FCS reserves the right to select some, none, or this entire bid (from one or multiple bidders) as deemed in the best interest of FCS and as determined solely by FCS based multiple factors, including but not limited to, price and lead time.

2.5 Contractor Identification System- Effective July 1, 2008, FCS will require the employees assigned to any FCS contract to register through our Safety-Check Contractor Identification System. Any representative of your organization, before beginning work on FCS property must be registered. The registration process requires the submission of an approved photo identification (Govt. issued), which will be run through the Sexual Offender Database. Any contractor refusing to comply with this requirement, or failing to pass the check, will not be allowed on FCS property. Contractors will be issued a badge, which they are required to wear all times on FCS property. Anyone found without a badge will be asked to leave the property immediately. Replacement badges will be $10.00 (std badge) and $50.00 (access badge) if lost or stolen. FCS not responsible for lost badges or for delays in work due to contractors being removed from property due to no identification

2.6 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.

2.7 Performance- In addition to termination options as specified in 14.0 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 rate.

2.8 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 Contractor Questionnaire/Information- In addition to cost, FCS reserves the right to consider contractor information pertinent to the performance of this contract and its award decision. FCS will be the sole determinant of contractor responsibility as it relates to contract award. Contractor must submit a completed Questionnaire as found in this solicitation.
2.10 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.

2.11 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.

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 FCS Facilities the Owner Certificates, policies and cancellation endorsements as shown below.

Contractor’s General Liability Insurance:

- **Split Limits of Liability:**
  - **Bodily Injury:** Limits of $1,000,000 for each occurrence and $1,000,000 for the aggregate of operations.
  - **Property Damage:** Limits of $500,000 for each occurrence and $500,000 for the aggregate of operations

- **Or If Combined Single Limit of Liability:**
  - Bodily Injury and Property Damage Combined:
    - $1,000,000 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 Uniform and Identification of Personnel- In addition to the requirements of Section 2.5, all contractor personnel shall wear proper uniforms and identification at all times. ID issued by FCS must be worn and be visible at all times
2.14 **On-Site Supervisor**- Contractor shall provide an on-site supervisor to monitor and follow-up on the performance of all work in accordance with this contract and with minimum supervision of FCS. Contractor shall remove/replace any personnel not meeting the standards established by this contract, or those found violating any of its provisions.

2.15 **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, under any circumstances, converse or interact in any manner, with FCS students or staff.

2.16 **Site Visits**- Site Visits are not Mandatory but highly recommended to ensure Contractor is knowledgeable of work site and all pertinent site specifics.

a) Contractor responsible for understanding all aspects of this work and must bid all costs as there will not be opportunity for additional charges unless the change of work is materially altered after award.

3.0 **SPECIFICATIONS AND SCOPE OF WORK**

3.1 **Drawings/Specification Package**- **Drawings and Specifications** must be downloaded via PDF from the Purchasing website.

- By submission of signed contract page as included with this Bid Document, the Bidder is agreeing to have read, understood, and is willing/able to comply with drawings.
- **Drawings and Specifications** shall be a binding element of Contract during solicitation and upon contract award between Forsyth County Schools and contractor.
- **NOTE Regarding PGMS**- New plan reflect dirt that will be added to the site so that the only things required at that area are final grade and sidewalk pour.
- **NOTE Regarding PGMS**- ATT box will not need to be moved

3.2 **Award Distribution**- Contractor is free to bid on one or both projects. FCS will evaluate offers to determine if it is in the Best Interest of FCS to award to one or multiple contractors. The ability to guarantee the completion of work within designated time constraints may be used in award determination.

3.3 **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.

3.4 **Permits and Inspections**-

3.4.1 Applicable Permits have been acquired as seen on “stamped” drawing package.

3.4.2 Contractor shall be required to participate in Inspections to the satisfaction of the governing authority.

3.5 **Scope of Work**

3.5.1 **Turn-Key Project**- Contractor shall provide all equipment, tools, machinery, labor, parts and supplies to successfully perform work herein.

3.5.2 **Damage**- Contractor shall be responsible for any damage to FCS property (structure or property in the course of performing the work contracted. Any damage must be restored to whole and to the complete satisfaction of FCS Facilities.
4.0 **BID FORM**
All costs associated with Turn-Key Installation as prescribed herein must be accounted for on the Bid Form. FCS will not accept additional costs or surcharges unless directly attributable to a change in the SOW by FCS Facilities.

<table>
<thead>
<tr>
<th>Location</th>
<th>Turn Key Cost (3.1 and 3.5 of Special T&amp;C)</th>
<th>Guaranteed Completion as Specified (2.2 of Special T&amp;C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Mill MS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Piney Grove MS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount if Awarded Both Projects*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Additional Discount not required but optional account for scale/scope differences between one or more projects*

5.0 **DOCUMENTS REQUIRED FOR AWARD CONSIDERATION**
5.1 B16-13 Bid Documents with all requested information
5.2 Bid Form (4.0)
5.3 Vendor References (on form provided with this Bid)
5.4 Contractor Questionnaire (on form provided with this Bid)
5.5 Proof of Insurance
5.6 Contractor Affidavit (OCGA 13-10-91)
THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE BIDDER AND RETURNED WITH THE BID PACKAGE.

B16-13 - CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **LMMS and PGMS Site Improvements** 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 Director gives authorization. In the event bidders 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, will be determined to be net 30 days).  Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

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 FCS location.

PRICES MUST REMAIN FIRM UNTIL JOB COMPLETION.

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 FCS.
B16-13 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 FCS 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)
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 ______, ___ 20___ in _____(city), ______(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:
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 (_______________________) 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:
B16-13 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 Site Business:______________________________________________________________

# of Permanent Employees:__________________________________________________________________

# of Employees Assigned to FCS for this Contract:______________________________________________

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 or 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 Employees 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)?