



Douglas County School System

P.O. Box 1077 ~ Douglasville, GA 30133 ~ 770-651-2000 ~ www.douglas.k12.ga.us
Trent North, Superintendent

INVITATION TO BID

19-002

Upgrade Existing Perc-Rite System at Winston Elementary School

CLOSING DATE: Friday, June 22, 2018
CLOSING TIME: 2:00 p.m. EST

REGULAR SEALED

BID TO BE RETURNED TO:

*Douglas County School District
Jana Flanigan, Procurement Manager
Business Services
9030 Highway 5
Douglasville, GA 30134
Jana.Flanigan@douglas.k12.ga.us
770-651-2383
770-920-4026 Fax*

ALL BIDS ARE SUBJECT TO THE FOLLOWING INSTRUCTIONS WHEN CHECKED:

1. The Instructions, and Standard Terms and Conditions attached.
2. The attached Agency Insurance Requirements shall apply.
3. The attached "Additional Terms and Conditions" shall apply (page(s)).
4. In conformance with the attached "Scope of Work" (page(s)).
5. See attached (page(s) of (line items
6. Equipment or supplies offered to conform to the attached: Plans Drawing(s) Sample(s)
7. Respondents must show manufacturer's name and model number for each line item offered.
8. Respondents to furnish specifications and complete descriptive literature with bid if offering substitute or alternate item.

Respondent is cautioned to carefully read the instructions and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in rejection of response.

ACKNOWLEDGE RECEIPT OF ADDENDUM:

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____
(Please Initial)

TABLE OF CONTENTS

| | | |
|-------|---|----|
| I. | INTRODUCTION | 3 |
| II. | MINIMUM QUALIFICATIONS | 4 |
| III. | CALENDAR OF EVENTS | 5 |
| IV. | INSTRUCTIONS | 6 |
| V. | STANDARD TERMS AND CONDITIONS..... | 7 |
| VI. | INSURANCE REQUIREMENTS | 9 |
| VII. | SCOPE OF WORK AND REQUIREMENTS..... | 10 |
| VIII. | GENERAL CONDITIONS..... | 13 |
| IX. | INVITATION TO BID PROCEDURES AND GUIDELINES | 16 |
| X. | RESPONDENT PRICING SHEET | 18 |
| XI. | RESPONDENT RESPONSE FORM..... | 19 |
| XII. | RESPONDENT INFORMATION | 20 |
| XIII. | REFERENCE SHEET | 28 |
| XIV. | ITB CHECKLIST..... | 29 |

I. INTRODUCTION

The Douglas County School District, with this document, hereby requests bids from qualified companies to provide labor and material to upgrade existing Perc-Rite System at Winston Elementary School according to the specifications outlined in this bid package – 19-002 Upgrade Existing Perc-Rite System at Winston Elementary School. The location included in this bid is:

Winston Elementary School
7456 Highway 78
Winston, Georgia 30187

Bid Packages will be available to all interested Respondents on June 6, 2018. Bid Packages can be obtained by visiting the following website to download a copy: <http://www.douglas.k12.ga.us>

The Douglas County School District reserves the right to waive technicalities, to accept or reject any and all bids and to waive any irregularity in bids received, to award the entire bid to one Respondent or to multiple Respondents or to make awards by group or location, whichever is in the best interest of the Douglas County School District; hereafter referred to as “DCSD”, except where noted for clarity.

The DCSD is an equal opportunity employer.

There will be a **MANDATORY Pre-Bid Conference and Site Visit** held **on Wednesday, June 13, 2018 at 10:00 am EST** at:

Winston Elementary School
7456 Highway 78
Winston, Georgia 30187

All interested Respondents wishing to attend the Pre-Bid Conference must sign in with the receptionist at the front office and receive a visitor’s badge prior to entering the meeting room on this assigned date.

Once inside the meeting room, all attendees must be prepared to show identification during the sign-in period and leave a business card with the staff handling the conference. Failure to show identification and not leaving a business card will result in your bid being disqualified.

Prior visits and conversations with the Douglas County School District employees do not negate this Mandatory pre-bid conference. **ATTENDANCE AT THIS PRE-BID CONFERENCE IS MANDATORY IN ORDER TO SUBMIT A BID.**

All questions concerning this Invitation to Bid should be directed to Jana Flanigan, Douglas County School District Procurement Manager. All inquiries must be in writing and emailed to Jana.Flanigan@douglas.k12.ga.us.

II. MINIMUM QUALIFICATIONS

- It is preferred that each Respondent be registered to do business in the State of Georgia. Each Respondent should provide evidence of their registration with each bid submittal. For Georgia businesses, a photocopy of your Georgia business license is acceptable.
- Respondents must meet the minimum requirements for liability insurance and worker's compensation coverage as stated in this document.
- Respondents shall submit with their bid, sufficient evidence of a minimum of 5 years' experience in similar projects preferably with public school systems. This information should be included on the Reference Sheet.
- All services provided by the awarded Respondent must be performed by a direct employee or Principal of the firm. Awarded Respondent may subcontract any portion of the services for this project, with approval from DCSD.
- Respondents shall submit the completed Respondent Information Form.
- Respondents shall also submit the completed "Georgia Security and Immigration Compliance Act OCGA 13-10-91" document, "Respondent Affidavit and Agreement" and "Subcontractor Affidavit" (if applicable).

III. CALENDAR OF EVENTS

ACTION

DEADLINE

Issuance of Invitation to Bid (ITB)

Wednesday, June 6, 2018

(MANDATORY) PRE-BID CONFERENCE

Winston Elementary School
7456 Highway 78
Winston, Georgia 30187

Wednesday, June 13, 2018
10:00 am EST

Respondents must sign in at the Main Office and receive a visitor's badge.

Submission of Questions by

Thursday, June 14, 2018
2:00 pm EST

Response to Questions

Friday, June 15, 2018
5:00 pm EST

Bid Submission Deadline

Friday, June 22, 2018
2:00 pm EST

Submittal of Agenda Item for Board Recommendation

June 25, 2018

Recommendation to the Board of Education

Monday, July 16, 2018

Board Approval of Recommendation

Monday, July 16, 2018

Project Period (tentative dates if possible)

To Be Determined

IV. INSTRUCTIONS

1. Bids shall be enclosed in a sealed envelope, addressed to the Business Services Office with the name and address of the Respondent, the date and hour of the bid closing, and the ITB number on the face of the envelope. Only one sealed bid may be submitted in each envelope. If you are submitting more than one bid, a separate envelope must be used for each bid.
2. All bids must be either typewritten or filled in with pen, and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the bid must initial corrections or changes on any document.
3. Respondents should provide all of the information required on all forms, including the Bid Form, and shall sign the Standard Terms and Conditions.
4. The offer conveyed by this bid shall remain open pending award for a period of ninety (90) days from the date of opening.
5. Any cash discount offered to the DCSD must be listed in the Bid Response. Cash discounts offered from one percent up to five percent for payment in thirty days or more will be considered for the purposes of evaluation. Any further cash discount will not be considered in the evaluation.
6. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, may be treated as non-responsive and may not be considered for award.
7. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
8. Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate the DCSD to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the Respondent is required to furnish.
9. Quotes containing provisions for late or interest charges will not be considered.
10. Prepayment and/or progress payment requirements contained in responses will be treated as non-responsive and will not be considered for award.
11. Respondents must specify the manufacturer and/or brand name on each of the items proposed. If an item has a specified manufacturer and/or brand name and the words "or equal" do not follow, substitutions will not be accepted.
12. The DCSD reserves the right to amend this Invitation to Bid prior to the due date.
13. Special Instructions:

Manufacturers listed in the bid document are to establish the general quality required. Items of other manufacturers of equal or better quality will be considered. The DCSD shall be the sole determiner as to whether the substituted item is of equal or better quality than those specified. The DCSD may request samples as needed from Respondents to determine manufacturer equivalence.
14. Any contract awarded pursuant to this Invitation to Bid shall be awarded to the most responsive and responsible Respondent that is within the budget parameters for the project and whose bid response meets the requirements and criteria set forth in this Invitation to Bid.
15. Purchases of the DCSD are not subject to sales taxes. Tax exempt certificates will be furnished upon request.

Respondent understands and accepts all Instructions as it pertains to this Invitation to Bid:

Respondent Signature

Date

V. STANDARD TERMS AND CONDITIONS

1. Respondent shall transfer and deliver to the DCSD all of the goods and/or services described herein for the consideration set forth herein.
2. Delivery shall be made to the address listed on the Purchase Order or Contract and within the time specified.
3. Risk of loss shall remain with Respondent until acceptance by the DCSD.
4. Title to the goods shall remain with Respondent until acceptance by the DCSD.
5. Respondent warrants that the goods are merchantable and as described herein.
6. The DCSD shall have the right to inspect the goods at the time and place of delivery.
7. No right or interest in the contract shall be assigned by Respondent without the written permission of the DCSD, and no delegation of any obligation owed or of the performance of any obligation by Respondent shall be made without the written permission of the DCSD. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. The laws of the State of Georgia and the policies of the DCSD shall govern this agreement in all respects.
9. All goods and/or services on this order or contract are exempt from Federal Excise Tax and Georgia Sales and Use Tax.
10. All goods and/or services supplied pursuant to this purchase order or contract shall, unless otherwise stated, conform exactly to all of the descriptions and attachments contained in the Invitation to Bid upon which this order is based, and the terms, conditions, and specification of the Invitation to Bid are incorporated herein by reference and made a part hereof.
11. Any goods supplied found not in accordance with the description and specifications set forth in the Item Schedule will be rejected. Goods rejected shall be returned, freight collect to the Respondent.
12. Prices stated are F.O.B. destination. No further allowances shall be made for freight and delivery charges.
13. All bids submitted shall be in accordance with the terms of the DCSD Invitation to Bid and the laws of the State of Georgia.
14. The DCSD reserves the right to cancel this contract for either non- performance or poor performance of the Respondent by giving thirty days written notice in advance to the Respondent of its intent to do so, and shall retain no liability to Respondent based on any such termination except to pay all amounts due Respondent up to the date of termination for services rendered.
15. Successful Respondent will be required to supply an original and one copy of each invoice, and to reference all invoices to the proper purchase order number. No invoice will be processed for payment until all contractual obligations have been met.
16. All invoices and/or financial correspondence should be directed to Stephanie Brown, Property Control Manager, Douglas County School District.
17. Successful Respondent must furnish proof of liability insurance as stated in the "Insurance Requirements" upon contract award. Respondent must maintain insurance coverage for duration of contract with the DCSD, including all renewals.
18. Respondent should submit original and two copies of their response.
19. Contract award is subject to the availability of funds.
20. The DCSD reserves the right in its sole and complete discretion to reject any or all bids and to waive technicalities and informalities. The DCSD anticipates that the contract will be awarded to the most responsive and responsible Respondent who provides the lowest bid that is within the budget parameters for the project and whose bid response meets the requirements and criteria set forth in this ITB. In judging whether the Respondent is responsible, the DCSD will consider, but is not limited to consideration of, the following:

- a. Whether the Respondent or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any State or Federal agency, department or authority.
 - b. Whether the Respondent or its principals have been terminated for cause or are currently in default on a public works contract.
21. The DCSD reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.
 22. The DCSD reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
 23. The DCSD reserves the right to (i) reject any and all bids in their entirety, for any reason, (ii) award the contract to the most qualified Respondent as determined solely by the DCSD at its discretion and/or (iii) award the contract to another independent review firm if the selected firm does not execute a contract within 30 days after the award of the proposal.
 24. The acceptance of a bid shall be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by the DCSD and shall contain, at a minimum, applicable provisions of this Invitation to Bid ("ITB"). The DCSD reserves the right to reject any agreement that does not conform to this ITB and to any DCSD requirements for agreements and contracts.
 25. The DCSD assumes no responsibility or obligation to the Respondents and will make no payment for any costs associated with the preparation or submission of a bid.
 26. All bids submitted become the property of the DCSD.
 27. The DCSD standard terms for payment shall be Net 30 days from the date of delivery of goods or services, or date of receipt of correct invoice, whichever is later. All payments will be made in accordance with the DCSD's policies and procedures.
 28. The contract shall be governed by the laws of the State of Georgia, regardless of any conflict of law or rules that would require an application of the laws of another jurisdiction. Venue and jurisdiction shall be proper only in the federal and state courts located or serving the Douglas County, Georgia, area.
 29. The contract will terminate absolutely and without further obligation on the part of the DCSD on December 31, 2018, and at the close of each succeeding calendar year unless renewed in accordance with the terms of this Agreement.
 30. Notwithstanding the foregoing, the contract will terminate absolutely and without further obligation on the part of the DCSD 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. The contract will automatically renew for additional one year terms, not to exceed five (5) years, unless the DCSD provides written notice to Respondent of its decision not to renew the contract sixty (60) days prior to the end of the calendar year.
 31. Either party may, without cause and for any reason, terminate the Contract at any time upon giving sixty (60) days written notice to the other party.
 32. Respondents agree to waive any claims they have or may have against the DCSD, its employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any bid or qualifications; (2) waiver of any representations under the bid or documents; (3) approval or rejection of any bid or qualifications; and (4) award of a contract.
 33. While on campus, Respondents will comply with DCSD policies and regulations. All DCSD policies, regulations and handbooks can be located on the DCSD website at www.douglas.k12.ga.us.

Respondent understands and accepts all Standard Terms and Conditions as it pertains to this Invitation to Bid:

Respondent Signature

Date

VI. INSURANCE REQUIREMENTS

Upon Notice of Award, Respondent may submit this form to their insurance agent as this form contains requirements that may be non-standard in the insurance industry.

Respondent shall furnish the DCSD certificates of insurance as follows from company or companies acceptable to the DCSD.

1) Required Certificates

A. Commercial General Liability Insurance Policy

Respondent shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on any "occurrence" basis unless waived by the DCSD. The policy shall include contractual liability coverage. The policy purchased by the Respondent must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the DCSD. The policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the limits listed below.

Limits

\$1,000,000 per Person
\$1,000,000 per Occurrence

B. Business Automobile Liability Insurance Policy

The Respondent shall procure and maintain a Business Automobile Policy with liability limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence or a policy with a combined single limit of not less than \$1,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

C. Workers' Compensation Insurance

Workers' Compensation Insurance in accordance with applicable state laws with the following limits:

Limits

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 policy limit

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

IF YOUR COMPANY IS EXEMPT FROM WORKERS' COMPENSATION INSURANCE IN ACCORDANCE WITH GEORGIA LAW, PLEASE HAVE YOUR INSURANCE COMPANY SUBMIT A LETTER VERIFYING YOUR EXEMPTION.

- 2) Certificates shall contain the location and operations to which the insurance applies.
- 3) Certificates shall contain Respondent's insurance coverage. If coverage is included in General Liability, please indicate this on the Certificate of Insurance.
- 4) Certificates are to be issued to:

Douglas County School District
P.O. Box 1077
Douglasville, GA 30133

- 5) The Respondent shall mail insurance document listed in this form to:

Douglas County School District
Business Services
P.O. Box 1077
Douglasville, GA 30133

VII. SCOPE OF WORK AND REQUIREMENTS

- A. The DCSD has issued this Invitation to Bid for the purpose and intent of obtaining bid responses from qualified companies to provide labor and material to upgrade existing Perc-Rite System at Winston Elementary School according to the specifications outlined in this bid package – 19-002 Upgrade Existing Perc-Rite System at Winston Elementary School. The location included in this bid is:

Winston Elementary School
7456 Highway 78
Winston, Georgia 30187

- B. Bid price shall include all charges for material, transportation, labor and equipment required to deliver, unload, assemble, and place new equipment in proper locations.
- C. All packing and shipping materials must be removed from the building and disposed of as part of the requirement. Refuse containers will not be provided by the school system. In addition, refuse containers owned or rented by the DCSD on the job site will not be available for use.
- D. All Respondents must include in the bid package response the specifications and product literature for all items quoted.
- E. Successful Respondents shall provide warranty against unsatisfactory performance for all product sold to the DCSD following installation. Terms of warranty shall be disclosed with the bid document.
- F. Awarded Respondent(s) must contact Hugh Mitchell, Facilities Coordinator, to arrange for installation of equipment.
- G. All responses should be listed on the Respondent Pricing Sheet and Respondent Response Form.
- H. All bids submitted shall be in accordance with the terms of the DCSD Invitation to Bid and the laws of the State of Georgia.
- I. The DCSD reserves the right to terminate this contract in whole or in part for either non-performance or poor performance of the Respondent, or because of failure of the Respondent to fulfill the contract obligations in any respect.
- J. After award, any changes in the scope of work must be pre-approved by the Business Services staff at the DCSD before being performed. Any work completed without the prior written consent of the DCSD will result in the Respondent being liable for the full cost of the work performed.
- K. Successful Respondent will be required to supply an original invoice, and to reference all invoices to the proper purchase order number. No invoice will be processed for payment until all contractual obligations have been met.
- L. Successful Respondent must furnish proof of liability insurance as stated in the “Insurance Requirements”. Respondent must maintain insurance coverage for duration of contract with the DCSD, including all renewals.
- M. This project will be awarded subject to the availability of funds.

N. GENERAL INSTRUCTIONS

Point of Contact

This ITB is issued by the DCSD Business Services Department. The sole point of contact for this ITB shall be:

Jana Flanigan, Procurement Manager
Douglas County School District
9030 Highway 5
Douglasville, GA 30134
Phone: 770-651-2383
Fax: 770-920-4026
Email: Jana.Flanigan@douglas.k12.ga.us

Failure to restrict contacts/discussion regarding the ITB to the above name Coordinator will be deemed a serious breach of process and may, at the DCSD's sole discretion, result in disqualifying the violating party's firm from further consideration in this ITB opportunity. Additionally any unauthorized contact with members of the Douglas County Board of Education School Board or District employees by a Respondent or a Respondent's representative concerning this bid may result in the disqualification of the Respondent.

Interpretation and Clarification

No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the ITB document. Requests for interpretation or clarification shall be made in writing (fax or email will be acceptable) and delivered to the ITB Coordinator on or before 2:00 pm EST on Thursday, June 14, 2018. The DCSD will respond in writing to all clarification requests by posting questions and responses on the DCSD website under the Current Solicitations section of the Procurement web-page. All responses will be posted by 5:00 pm EST on Friday, June 15, 2018. No questions will be answered within 72 hours of bid opening. All questions should be email to Jana.Flanigan@douglas.k12.ga.us. No questions other than written will be accepted and no response other than written will be binding upon the DCSD.

ITB Number

The DCSD has assigned the following ITB identification number to this document. This number should be referenced in all communications regarding the ITB.

ITB 19-002

O. CHANGES OR MODIFICATIONS

Changes or modifications to this Invitation to Bid made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Respondents are to acknowledge receipt of addenda in the space provided on the cover page of this Invitation to Bid. Oral communications are not a part of the Bid documents. This ITB and any addenda shall be incorporated, by reference, into any resulting contract.

P. ERRORS AND OMISSIONS

If, due to an error or omission in the design or specifications, where a particular detail or component is required, thereby resulting in a change order for the project, the Respondent shall be responsible for the additional cost(s) in order to meet the full intent of the scope of work.

Q. NON-APPROPRIATION OF FUNDS

It is understood and agreed between the parties herein that the DCSD shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, the DCSD shall immediately notify the Successful Respondent of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the DCSD of any kind whatsoever.

R. WARRANTY/GUARANTEE

Successful Respondent guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the DCSD. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Respondent or Successful Respondent's workmen are responsible, to the building or equipment, to Successful Respondent's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Respondent free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Respondent shall make any such replacement immediately upon receiving notice from the DCSD.

S. TIME IS OF THE ESSENCE

Time is of the essence in this Contract. Successful Respondent expressly acknowledges that in the performance of its obligations, the DCSD is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Respondent and may sustain substantial losses by reason of untimely performance.

T. CONTRACT PERIOD

The tentative contract period shall be from July 17, 2018 until December 31, 2018. DCSD reserves the right to renew the contract beyond the original contract period. Please note that Georgia law only allows agencies to commit funds for a length not to exceed 12 months. An additional renewal will be considered optional at DCSD's discretion.

VIII. GENERAL CONDITIONS

- A. The Respondent shall faithfully and properly complete the work in accordance with the plans and specifications, and to the satisfaction of the DCSD.
- B. Within fourteen (14) calendar days after receipt of Notice to Proceed, the Respondent shall provide the DCSD with sufficient information on his plan for completing all work under this contract.
- C. The Respondent shall purchase materials, arrange for deliveries, furnish sufficient forces, plant and equipment, and work such hours as necessary to insure execution of the work in conformity with his proposed schedule.
- D. If the Respondent falls behind the approved schedule and is not entitled to any time extension already reflected in the current approved schedule, he shall, upon request of the DCSD, submit within forty-eight (48) hours his plan for bringing his work back up to schedule. This plan shall include a commitment for immediate implementation, unless otherwise approved by the DCSD, for bringing the work up to schedule. If the Respondent fails to provide an acceptable plan in the time required, he will be given a plan by the DCSD.
- E. If other measures will not be sufficient to make up the lag, the Respondent's plan and implementation thereof shall include increasing the number of shifts, days of work, and/or instituting or increasing overtime, all at his own expense.
- F. If the Respondent fails or refuses to implement such measures as will bring his work back up to conformity with the approved schedule, his right to proceed with any or all portions of the Contract Requirements may be terminated under the provisions of the General Conditions:
 - 1) If the DCSD determines that the Respondent fails or refuses to implement such measures as will bring his work back up to conformity with the approved schedule, he may contract with others or use his own forces to perform the work and the cost thereof will be charged against the contract price of the Respondent.
 - 2) If completion of the work is delayed by any act or neglect of the DCSD or another Respondent in the employ of the DCSD, by strikes or by other exceptional conditions over which the Respondent has no reasonable control, the time of completion shall upon receipt of the Respondent's written request, be extended by such period as the DCSD may consider reasonable. No extension shall be allowed unless a claim is presented in writing to the DCSD within seven (7) days after the commencement of such delay. In case of continued cause of delay, only one claim is necessary. Nothing in this clause shall be construed to release the Respondent from the obligation to perform at his own expense all overtime necessary to maintain the contract completion date.
- G. Date of Commencement and Completion
The date of commencement shall be established in a written Notice to Proceed issued by the DCSD. Work under the Base Bid and accepted Alternates shall be completed within the time frame and by the date established in the Notice To Proceed. The Respondent is expected to provide the proper amount of manpower to meet this schedule.
- H. Access to School Property
The Respondent shall have access to the work site as necessary to complete the work within the contract time. The DCSD will fully occupy the building for the duration of the work period. The Respondent shall conduct the work in a manner that will minimize the need for disruption of the DCSD's normal operations. Access to the building or work area shall at no time be affected by the work.

I. Supervision

The Respondent shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Respondent shall be responsible to the DCSD for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Respondent.

J. Use of Premises and Removal of Debris

The Respondent shall maintain all areas clear of debris, materials and equipment during the course of the Work. All areas and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in as good condition after completion of the work as it was before operations began. Debris shall be disposed of by the end of "every" working day and not stockpiled. Beverage cans, bottles, lunch refuse, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis.

K. Materials and Workmanship

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The DCSD reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the DCSD may deem necessary to assure complete compliance with the requirements of the specifications. The Respondent shall offer full cooperation with personnel in the employ of the DCSD in making these tests.

L. No Deviation

In performing the Work, the Respondent shall not deviate from the Contract Documents without the written consent of the DCSD. If the Respondent does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the DCSD.

M. Interpretation of Contract Documents

In case of discrepancy between or among Contract Documents, the DCSD shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by it and its decision shall be final.

N. Discrepancies

The Respondent shall immediately report to the DCSD, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The DCSD shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Respondent after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Respondent's risk.

O. Final Inspection

At time of final inspection, the Respondent, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The DCSD or Engineer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Respondent.

P. Cleanup and Repair

Upon completion of work, remove tools, equipment, and other materials from site. Remove protections and leave work site as clean as they were prior to installation.

Q. Termination for Breach of Non-Performance

If the Respondent fails to perform the Work promptly and diligently, or if the Respondent breaches the Contract in any other way, the DCSD may:

1) after providing the Respondent with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The DCSD may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Respondent;

2) terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the DCSD pursuant to this paragraph, the Respondent shall not be entitled to receive any further payment from the DCSD until Completion of the Work has occurred. After completion of the Work, the DCSD shall pay to the Respondent the amount of the unpaid balance due to the Respondent at the time the Contract was terminated minus the cost incurred by the DCSD to complete the Work. If the cost incurred by the DCSD to complete the Work exceeds the unpaid balance due to the Respondent, the Respondent shall be due no money from the DCSD and, instead, the Respondent shall pay to the DCSD the difference between the unpaid balance due and the DCSD's cost to complete the Work.

IX. INVITATION TO BID PROCEDURES AND GUIDELINES

A. SUBMISSION OF BIDS

The Respondent must complete and deliver the required documents in a sealed envelope by 2:00 pm EST on Friday, June 22, 2018 to the DCSD at the address specified below:

Jana Flanigan, Procurement Manager
Douglas County School District
9030 Highway 5
Douglasville, GA 30134

A Pricing Schedule has been developed and enclosed for this ITB and must be used for submitting your bid. Failure to adhere to this requirement may result in the DCSD, at its sole discretion, declaring your Bid Response to be non-responsive and eliminated from further consideration.

The Respondent shall clearly mark the response envelope as ITB 19-002 and include the closing date and time. (See sample below.) If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly marked with the same information.

“SEALED ITB”

ITEM: UPGRADE EXISTING PERC-RITE SYSTEM AT WINSTON ELEMENTARY SCHOOL

ITB NO: 19-002

DUE DATE: June 22, 2018

TIME: 2:00 pm EST

Under no circumstances will bids be accepted if submitted by fax or email.

It is the sole responsibility of the Respondent to ensure that its bid is delivered in accordance with the date, time and place requirements specified in this ITB. Any bid received contrary to these requirements will be returned to the Respondent unopened. *Any bids submitted at or after the moment designated for bid submittal will be deemed to be late and will not be accepted.* The clock-in time will be determined by a clock maintained by the DCSD. No other clock or timepiece will have any bearing on the time of bid receipt. Respondents are advised to avoid last minute deliveries.

Bids shall be signed by an authorized representative of the Respondent. Failure to submit all information requested may result in the DCSD requiring prompt submission of missing information and/or giving a lowered evaluation of the bid.

The DCSD assumes no responsibility or obligation to the Respondents and will make no payment for any costs associated with the preparation or submission of a bid.

All bids submitted become the property of the DCSD.
An original and two (2) copies of the bid must be submitted.

B. OPENING OF BIDS FOR EVALUATION

As stated above, no bids will be accepted once the designated receipt time has passed which is June 22, 2018, 2:00 pm EST.

C. BID AMENDMENT AND RULES FOR WITHDRAWAL

A bid may be withdrawn prior to the bid opening by submitting a written request for its withdrawal to the DCSD, signed by the Respondent and delivered to the DCSD Procurement Department at the address shown on the preceding pages.

D. DISCLOSURE OF BID CONTENT

All bids and other materials accepted in response to this ITB become the property of the DCSD. Selection or rejection of a bid does not affect this right. All bid information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of bids shall the bids and associated materials be open for review. By submitting a bid, the Respondent acknowledges and accepts that the full contents of the bid and associated documents shall become open to inspection.

E. OTHER TERMS AND CONDITIONS

The Respondent shall hold the DCSD, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances, furnished, or used under this bid. The Respondent further agrees to defend, at his own expense, any and all actions brought against the DCSD or himself for alleged improprieties of these or similar types.

X. RESPONDENT PRICING SHEET

**ITB 19-002
Upgrade Existing Perc-Rite System at Winston Elementary School**

RESPONDENT _____

| | Item Description | Qty | Unit Price | Total Price |
|---|---|-----|------------|-------------|
| 1 | Replace control panel with Model # B22 SJE/RHOMBUS or equivalent | 1 | | |
| 2 | Replace control valves with Model # 2700 or equivalent | 4 | | |
| 3 | Replace check valves with Model # 2720 or equivalent | 2 | | |
| 4 | Replace foot valves with Model # WWS 302BT3 or equivalent | 1 | | |
| 5 | Flush existing drip system | 1 | | |
| 6 | Training course once installation is complete (to include checklist of operation) | 1 | | |
| | | | | |
| | TOTAL COST | | | |

DURATION TIME OF PROJECT ONCE PURCHASE ORDER IS RECEIVED:

All pricing should reflect equipment costs, delivery and installation/set up.

Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate DCSD to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the Respondent is required to furnish.

Respondent Signature

Date

Company Name

Email

XI. RESPONDENT RESPONSE FORM

**Invitation to Bid: 19-002
Upgrade Existing Perc-Rite System at Winston Elementary School**

We propose to furnish and deliver any and all of the deliverables and/or services named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

We further agree to strictly abide by all specifications, terms and conditions contained in the ITB, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the DCSD, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the DCSD.

It is understood and agreed that we have read the DCSD's specifications shown or referenced in the ITB and that this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such DCSD specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specification.

It is understood and agreed that this bid shall be valid and held open for a period of ninety (90) days from bid opening date.

The Total Contract Value for ALL Requirements including All Equipment, Materials, Deliveries, Installation, Training and any other costs Associated with this Contract is outlined on the **Respondent Pricing Sheet** page.

Respondent Name: _____

Authorized Signature _____

Print Name _____ Date _____

BID SIGNATURE AND CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, Respondent, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the Respondent. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et.seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Email _____

Print/Type Company Name _____

DOUGLAS COUNTY SCHOOL SYSTEM

BUSINESS SERVICES OFFICE
P.O. BOX 1077, DOUGLASVILLE, GA 30133
770-651-2000 FAX 770-920-4026

In order to conduct business with and/or receive payments from the Douglas County School System, the following information is required. Failure to provide this information may result in delayed payments.

VENDOR # _____

To Be Completed by Douglas County School System

VENDOR INFORMATION FORM

SCHOOL/DEPARTMENT REQUESTING VENDOR BE ADDED

DCSS Employee #
(if applicable)

Employee's Location

Company or Business Name: _____

(Refer to instructions on the bottom of page.)

Individual Name: _____

Federal ID or Social Security Number: _____

AND DUNS # _____

(Please use 9 digit standard format: FEIN XX-XXXXXXX or SSN XXX-XX-XXXX)

PURCHASE ORDER MAILING ADDRESS and CONTACT INFORMATION:

Street address: _____

include building/suite number

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Web Site: _____

Contact Name: _____

(Local Representative in Atlanta Area)

E-Mail Address: _____

Cell Phone: _____

Contact Name: _____

(Someone we may contact if we cannot reach the local representative.)

E-Mail Address: _____

Cell Phone: _____

Account/Contract #: _____

Discount _____

Shipping Terms _____

REMITTANCE ADDRESS and CONTACT INFORMATION (if different from address listed above)

Street address: _____

include building/suite number

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Contact: _____

Doing Business As:

Corporation LLC Sole Proprietorship Partnership Individual

Educational Governmental US Citizen/Resident Non-Resident Alien Other

INSTRUCTIONS

• *Sole Proprietors* : Must enter your individual name (as shown on your social security card) on the Individual Name line.

You may enter your business or "doing business as" name on the Business Name line. For the Taxpayer Identification Number, enter either your Social Security Number or the Federal Employer Identification Number of the business.

• *Business Name* : Enter the name of the entity as it is listed with the IRS on the Form SS-R, Application for Employer Identification Number. This name should be consistent with the name used on tax returns.

**DOUGLAS COUNTY SCHOOL SYSTEM
VENDOR INFORMATION FORM**

VENDOR _____

How long have you been in business? _____

Do you currently do business with Douglas County School System? _____

In what capacity? _____

List other school systems you currently service _____

CONFLICT OF INTEREST POLICY

Does any Officer, Director, Owner or Partner in this company have a relationship with the Douglas County School System?

YES NO

- The types of relationships include:
1. A spouse/partner or minor child is employed by the Douglas County School System.
 2. A financial relationship with a Douglas County School System employee.
 3. A personal relationship with a Douglas County School System employee.

If yes, please state the NAME and RELATIONSHIP to individual:

Does any Officer, Director, Owner or Partner in this company hold a position at any Douglas County School System department or school?

YES NO

If yes, please state the NAME and RELATIONSHIP to individual:

GEORGIA IMMIGRATION REFORM AND CONTROL ACT

***** 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, as amended by the Illegal Immigration Reform Act of 2011, OCGA 13-10-90 et. seq., (collectively the "Act") the Vendor ("Contractor") MUST INITIAL the statement applicable to Contractor below; and Contractor must immediately notify DCSS in writing if the affirmations below change:

(a) _____ (Initial here): Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.; **[Contractors who initial (a) must attach a Contractor Affidavit and Agreement]**;

OR

(b) _____ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.

VENDOR APPLICATION VERIFICATION

The undersigned certifies that the information contained herein is correct. I understand that misrepresentation may be cause for removal from the qualified vendor list and any other penalties allowed by law. Further, I affirm that this company's employment practices do not discriminate because of age, race, creed, color, sex, national origin, religion, or disability.

I also understand that the Douglas County School System is on a Net 30 day payment schedule and that payment will not be made until 30 days after the date of invoice and/or receipt or completion of goods and services.

VENDOR SIGNATURE (Typing your name certifies information is correct.)

TITLE

PHONE

DATE

| | | | | | |
|---|-----------------------------|--|---|---|--------------------------------------|
| DCSS OFFICE USE ONLY | CONFLICT OF INTEREST | VERIFIED LICENSED IN STATE OF GEORGIA | VERIFIED NOT LISTED ON EPLS LIST | VERIFIED WORKER'S COMP INSURANCE | GA IMMIGRATION REFORM ACT |
| | | | | | |
| <i>(Form Revised 7/16/2014)</i> | DATE ENTRY APPROVED | DATE ENTERED INTO MUNIS | DATE DENIED | DATE REQUESTOR NOTIFIED | |
| | | | | | |

**DOUGLAS COUNTY SCHOOL SYSTEM
COMMODITY CODE LIST**

| Vendor Name: | | | |
|---------------------|-------------|--|--|
| | CODE | AUDIO/VISUAL | |
| | 803 | Sound Systems & Accessories | |
| | 840 | Television Equipment | |
| | 84027 | Television Equip-Carts/Stands | |
| | 84030 | Television Equip-DVD/TV Combos | |
| | 84067 | Television Equip-Video Camera Recorders | |
| | 84068 | Television Equip-VCR/DVD/TV Combos | |
| | 880 | Visual Education Equipment | |
| | 88043 | Visual Education Equip-Projection Screens | |
| | | Other Audio/Visual | |
| | CODE | AUTOMOTIVE | |
| | 055 | Automotive Accessories | |
| | 060 | Automotive Maintenance Items | |
| | 065 | Automotive Bodies, Accessories | |
| | 070 | Automotive Vehicles | |
| | 075 | Automotive Shop Equipment | |
| | 405 | Fuel, Oil, Grease & Lubricants | |
| | 863 | Tires and Tubes | |
| | | Other Automotive Miscellaneous | |
| | CODE | COMMUNICATIONS | |
| | 725 | Radio Communication, Telephone | |
| | 72574 | Radio Communication, Two-Way Radio | |
| | | Other Communications | |
| | CODE | CONSTRUCTION | |
| | 135 | Bricks and Other Clay Products | |
| | 150 | Builder's Supplies | |
| | 155 | Buildings and Structures | |
| | 210 | Concrete and Metal Culverts | |
| | | Other Construction | |
| | CODE | CUSTODIAL | |
| | 085 | Bags, Bagging, Ties, Erosion Control Equip. | |
| | 365 | Floor Maintenance Machines | |
| | 485 | Janitorial Supplies, General | |
| | 48550 | Door Mats, All Types | |
| | 640 | Paper and Plastic Products Disposable | |
| | | Other Custodial | |
| | CODE | EDUCATION & INSTRUCTION | |
| | 050 | Art Equipment and Supplies | |
| | 232 | Crafts, General | |
| | | | |
| | CODE | EDUCATION AND INSTRUCTION | |
| | 23355 | Kilns and Furnaces | |
| | 493 | Laboatory Equipment, Chemistry | |
| | 495 | Laboatory Equipment, Biology | |
| | 580 | Musical Instruments | |
| | 71505 | Publications and AV-Audio Cassettes | |
| | 71510 | Publications and AV-Books | |
| | 71512 | Publications and AV-Reference | |
| | 71535 | Publications and AV-Electronic | |
| | 71590 | Publications and AV-Video Cassettes | |
| | 785 | School Equipment and Supplies | |
| | 78515 | School Equipment-Dry Erase Boards | |
| | 78589 | School Equipment-Special Education | |
| | 78590 | School Equipment-Test & Test Scoring Devices | |
| | | Other Education and Instruction | |
| | CODE | FOOD/NUTRITION | |
| | 019 | Agricultural Crops and Grains | |
| | 090 | Bakery Equipment, Commercial | |
| | 165 | Cafeteria Equipment, Commerical | |
| | 240 | Cutlery, Dishes, Flatware, Glassware, Etc. | |
| | 245 | Dairy Equipment and Supplies | |
| | 370 | Food Processing Equipment and Supplies | |
| | 375 | Foods, Bakery Products (Fresh) | |
| | 380 | Foods, Dairy Products (Fresh) | |
| | 385 | Foods, Frozen | |
| | 390 | Foods, Perishable | |
| | 393 | Food, Staple Grocery | |
| | 740 | Refrigeration Equipment and Accessories | |
| | | Other Food/Nutrition | |
| | CODE | FURNITURE | |
| | 420 | Furniture - Cafeteria, Library, School | |
| | 425 | Funiture - Office | |
| | 42553 | Lockers, Storage | |
| | | Other Furniture | |
| | CODE | LIBRARY | |
| | 125 | Bookbinding Supplies | |
| | 525 | Library and Archival Equipment | |
| | | Other Library | |

| | CODE | MAINTENANCE | | CODE | SERVICES |
|--|--------|---|--|-------|--|
| | 010 | Acoustical Tile, Insulating Materials, Supplies | | 906 | Architectural Services, Professional |
| | 025 | Air Compressors & Accessories | | 907 | Architectural Services, Non-Professional |
| | 031 | Air Conditioning & Heating Supplies | | 909 | Building Construction Services, New |
| | 28550 | Light Bulbs | | 910 | Building Maintenance and Repair Services |
| | 295 | Elevators and Escalators | | 91039 | Janitorial/Custodial Services |
| | 330 | Fencing | | 912 | Construction Services, General |
| | 335 | Fertilizers & Soil Conditioners | | 915 | Communication and Media Services |
| | 340 | Fire Protection Equipment | | 918 | Consulting Services |
| | 360 | Floor Covering | | 91838 | Consulting Services-Education and Training |
| | 445 | Hand Tools, Accessories & Supplies | | 91843 | Consulting Services-Environmental |
| | 450 | Hardware and Related Items | | 924 | Educational Services |
| | 515 | Lawn Maintenance Equipment | | 925 | Engineering Services, Professional |
| | 540 | Lumber and Related Products | | 926 | Environmental Services |
| | 57M | General Maintenance | | 946 | Financial Services |
| | 59595 | Wood Chips and Bark, Composted | | 953 | Insurance, All Types |
| | 630 | Paint and Related Products | | 956 | Library Services |
| | 635 | Painting Equipment and Accessories | | 96115 | Vending, Concessions, Catering Services |
| | 66M | Locks and Doors | | 966 | Printing and Related Services |
| | 670 | Plumbing Equipment and Supplies | | 96896 | Water & Wastewater Treatment Services |
| | 770 | Roofing | | 971 | Real Property Rental or Lease Services |
| | 801 | Signs, Sign Materials | | 981 | General Equipment Rental or Lease Services |
| | 885 | Water and Wastewater Chemicals | | 985 | Office Equipment Rental or Lease Services |
| | 895 | Welding Equipment & Supplies | | 98854 | Lighting Services for Athletic Fields |
| | | Other Maintenance | | 989 | Sampling and Testing Services |
| | | | | | Other Services |
| | CODE | OFFICE | | CODE | TECHNOLOGY |
| | 310 | Envelopes, Plain or Printed | | 204 | Computer Hardware-Microcomputer |
| | 395 | Forms, Computer | | 206 | Computer Hardware-Mainframe |
| | 600 | Office Machines, Equipment & Accessories | | 207 | Computer Accessories and Supplies |
| | 60082 | Shredders, Paper | | 208 | Computer Software-Microcomputers |
| | 615 | Office Supplies, General | | 209 | Computer Software-Mainframe |
| | 620 | Office Supplies, Pens, Pencils, Etc. | | 287 | Electronic Components & Replacement Parts |
| | 645 | Paper | | | Other Technology |
| | | Other Office | | | |
| | CODE | SAFETY AND ATHLETICS | | | OTHER CATEGORIES NOT CLASSIFIED ABOVE |
| | 200 | Clothing, Athletic Uniforms | | | |
| | 345 | First Aid and Safety Equipment | | | |
| | 420004 | Auditorium/Stadium Seating | | | |
| | 650 | Playground Equipment | | | |
| | 805 | Sporting Goods, Athletics | | | |
| | 860 | Tickets, Coupon and Sale Books | | | |
| | | Other Safety and Athletics | | | |

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 1 of 4)

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, AS AMENDED BY THE
ILLEGAL IMMIGRATION REFORM ACT OF 2011, O.C.G.A. 13-10-90, ET AL.**

TO ALL PROSPECTIVE SUPPLIERS:

If you are providing services to the Douglas County School System, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your quote/bid/proposal.

- 1) The Douglas County School System shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act O.C.G.A. 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, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. 13-10-90 et. seq., (collectively the "Act") the Supplier ("Supplier") **MUST INITIAL** the statement applicable to Supplier below:
 - (a) _____ **(Initial here)** Supplier warrants that, Supplier has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Supplier further warrants and agrees Supplier shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq; OR
 - (b) _____ **(Initial here)** Supplier represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver's license or ID card in lieu of an affidavit if, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the System in writing and provide all affidavits required. (Complete the Affidavit of No Employees); OR
 - (c) _____ **(Initial here)** Supplier represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.
- 3) _____ **(Initial here)** Supplier will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Supplier with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.
- 4) _____ **(Initial here)** Supplier agrees that, if Supplier employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, that Supplier will secure from each subcontractor at the time of the contract the subcontractor's name and address, the employee-number applicable to the subcontractor, the date the authorization to use the federal work authorization program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 5) _____ **(Initial here)** Supplier agrees to provide the Douglas County School System 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 within five (5) business days of receipt.
- 6) _____ **(Initial here)** Supplier is a foreign company and therefore not required to provide the affidavit as required by O.C.G.A. § 13-10-90 *et seq.* Supplier must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

Company Name / Supplier Name

Title of Authorized Officer or Agent of Supplier

Date

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 2 of 4)

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

- (1) The individual, firm, or corporation ("Supplier") which is contracting with the Douglas County School System has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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, as amended. 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).
- (2) Supplier's correct user identification number and date of authorization is set forth herein below.
- (3) Supplier agrees that the Supplier will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Douglas County School System, unless at the time of the contract said subcontractor:
 - (a) is registered with and participates in the federal work authorization program;
 - (b) provides Supplier with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
 - (c) agrees to provide Supplier with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Supplier agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Douglas County School System at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
- (4) Supplier further agrees to and shall provide Douglas County School System with copies of all other affidavits or other applicable verification received by Supplier (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Supplier Name

BY: _____
Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Supplier

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 3 of 4)

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

- (1) The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (name of contractor), which has a contract with the Douglas County School System.
- (2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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. 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).
- (3) Subcontractor's correct user identification number and date of authorization is set forth herein below.
- (4) Subcontractor agrees that the Subcontractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Douglas County School System, unless said subcontractor:
 - (a) is registered with and participates in the federal work authorization program;
 - (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
 - (c) agrees to provide Subcontractor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other applicable verification to the Supplier at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Sub-contractor Name

BY: Signature of Authorized Officer or Agent (of Subcontractor)

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 _____, 20____

Notary Public

My Commission Expires

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 4 of 4)

AFFIDAVIT OF NO EMPLOYEES

The undersigned, in connection with a proposed contract or subcontract with the Douglas County School System for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor.
- (b) I do not employ any other persons.
- (c) I do not intend to hire any employees to perform the Contract.
- (d) A true, correct and complete copy of my driver's license is attached hereto.
- (e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then before hiring any employees, I will:
 - (i.) immediately notify the School System in writing; and
 - (ii.) register with, participate in and use, a federal work authorization program 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, as amended; and
 - (iii.) Provide the School System with all affidavits 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.

Print Company Name / Name of Sole Proprietor

BY: Signature of Authorized Officer/Agent

Date

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

Notary Public

My Commission Expires

[Attach copy of driver's license]

XIII. REFERENCE SHEET

Must be completed by all Respondents and returned with the Invitation to Bid response. References must be from customers (at least three (3) public school systems in Georgia) for whom your firm has provided a similar scope of work during the past twenty-four months.

| | | |
|----|--------------------------------|---|
| 1. | _____ | _____ |
| | Company | Telephone Number/Name of Contact Person |
| | _____ | |
| | Address, City, State, Zip Code | |
| | _____ | |
| | Scope of Work Completed | Email |
| 2. | _____ | _____ |
| | Company | Telephone Number/Name of Contact Person |
| | _____ | |
| | Address, City, State, Zip Code | |
| | _____ | |
| | Scope of Work Completed | Email |
| 3. | _____ | _____ |
| | Company | Telephone Number/Name of Contact Person |
| | _____ | |
| | Address, City, State, Zip Code | |
| | _____ | |
| | Scope of Work Completed | Email |
| 4. | _____ | _____ |
| | Company | Telephone Number/Name of Contact Person |
| | _____ | |
| | Address, City, State, Zip Code | |
| | _____ | |
| | Scope of Work Completed | Email |
| 5. | _____ | _____ |
| | Company | Telephone Number/Name of Contact Person |
| | _____ | |
| | Address, City, State, Zip Code | |
| | _____ | |
| | Scope of Work Completed | Email |

XIV. ITB CHECKLIST

**ITB 19-002
Upgrade Existing Perc-Rite System at Winston Elementary School**

The following items must be completed and submitted with your Bid Response.

- Acknowledgement of any Addenda
- ITB Instructions – Signed
- Standard Terms and Conditions – Signed
- Respondent Information Forms
- Georgia Security and Immigration Compliance Act, OCGA 13-10-90
- Respondent Affidavit and Agreement
- Subcontractor Agreement *(if applicable)*
- Affidavit of No Employees *(if applicable)*
- Reference Sheet
- Copy of Qualification Documents (Licenses, Project Lists, Insurance, etc...)
- Respondent Pricing Sheet
- Respondent Response Form
- Manufacturer’s Specifications of System
- Original bid response and two copies included in package

Respondent Name: _____

Rep Signature: _____

Email: _____

Date: _____