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**IFB FACILITY SERVICES**

DATE:

TO: All Bidders

FROM: FCS Capital Program Contracts Department

RE: **Invitation for Bid**

The Fulton County Schools invites you to submit a bid for furnishing any or all items as listed on the attached proposal forms.

A Pre-Bid Conference will be held on \_\_\_\_\_, at 10:00 a.m., at The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **(USE THIS STATEMENT IF APPLIES)**

Sealed Bids will be received subject to the attached terms specified in “Bid Conditions”, at the FCS Capital Program Contracts Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Bids will be received up to 2:30 p.m. local time (as per the Capital Program Contracts Department time clock) on \_\_\_\_\_.**

Questions regarding the bidding process should be directed in writing to the Capital Program Contracts Manager via facsimile at (404) 765-7152. **Only questions received prior to 4:30 p.m., (Day), (MMDDYY) will be considered.**

**BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE, ONE BID PER ENVELOPE, PLAINLY MARKED INVITATION FOR BID NO. “ \_\_\_\_\_ ” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS DATE OF THE BID OPENING. IF NOT SUBMITTING A BID “NO BID” MUST BE INDICATED AS SUCH ALONG WITH THE BID NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE CONTRACTOR’S NAME AND COMPLETE ADDRESS MUST BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.**

**VISIT US AT OUR WEBSITE [www.fcscpcontracts.org](http://www.fcscpcontracts.org)**

CAPITAL PROGRAM CONTRACTS DEPARTMENT

5270 NORTHFIELD BLVD., COLLEGE PARK, GA 30349 WWW.FCSCPCONTRACTS.ORG

Update:9-09

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# BID CONDITIONS

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## SECTION I - PREPARATION AND SUBMISSION OF BIDS

### 1. INTRODUCTION

- a. To be entitled to consideration, sealed bids shall be made in accordance with the following instructions and must be received in duplicate in the office of the FCS Capital Program Contracts Manager, 5270 Northfield Boulevard, College Park, Georgia 30349, not later than the date and time (determined by the time stamp in the FCS Capital Program Contracts Department) set forth in the "Invitation for Bid", at which time and place the bids will be publicly opened and read.
- b. Bids received after the date and time specified will not be considered.
- c. FCS reserves the right to reject any or all bids and to waive technicalities and informalities. The judgment of FCS on such matters shall be final.

### 2. OWNER

The owner for whom the work will be executed is:

Fulton County Schools, Georgia (hereinafter "FCS")

### 3. BIDS

- a. All bids shall be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. Corrections shall be initialed in ink by the person signing the bid.
- b. Specifications used are intended to be open and non-restrictive. Contractors are invited to inform the FCS Capital Program Contracts Manager whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received less than five (5) days prior to the scheduled bid opening will not be acted upon unless the FCS Capital Program Contracts Department determines it is in FCS' best interest to consider such information.
- c. Brand names and numbers (when provided in the solicitation) are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer unless "no substitutes" is stated. Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal to or better than the reference in quality and function and is fully compatible with this requirement.
- d. By submitting a bid, the contractor warrants that any goods supplied to FCS meet or exceed specifications set forth in this solicitation, except as may be otherwise noted in contractor's exceptions.

## **BID CONDITIONS**

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### **SECTION I - PREPARATION AND SUBMISSION OF BIDS**

- e. To be considered for award, goods of foreign manufacture must meet all specifications contained in the solicitation, must be in stock in the continental United States and must be available for immediate shipment at the time the contractor submits a bid.
- f. All supplies, materials, and equipment provided to FCS must be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned or remanufactured items. If newly manufactured products are specified, such products must be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated or changed in any way. A contractor delivering any such equipment to FCS will be deemed to have breached its contract and appropriate action will be taken by the Capital Program Contracts Manager.
- g. In the space provided on the solicitation bid schedule, include all alternates stating the additions to, or deductions from, the base bid lump sum amount for substituting, omitting, adding, changing or altering materials, equipment or construction from that shown within the solicitation documents. Include the alternate price, the cost of all work, including modification of other related items, overhead and profit.
- h. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the contractor cannot meet the required delivery date, a bid should not be submitted. Time shall be stated in "calendar" days. Failure to deliver in accordance with the contract could result in the contractor being declared in default.
- i. Bids shall be signed by an authorized officer of the company.
- j. Telephone or fax bids in lieu of this form will not be accepted.

#### **4. FAILURE TO BID**

If a bid is not submitted, the solicitation is to be returned marked "no bid". Failure to provide a bid or "no bid" may result in the company being removed from the FCS mailing list.

#### **5. TAXES**

FCS is exempt from all state sales tax and Federal Excise Tax on direct purchases of goods from sellers. These taxes shall not be included in bids. However, in the event taxes are required by state or federal law for the services or products outlined in this solicitation, such taxes shall be the sole responsibility of the person or firm unless otherwise stated in writing and agreed to by FCS.

## **BID CONDITIONS**

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### **SECTION I - PREPARATION AND SUBMISSION OF BIDS**

#### **6. CHARGES AND EXTRAS**

Bids are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost.

#### **7. SOLICITATION QUESTIONS**

If a contractor contemplates bidding and is in doubt as to the meaning of any part of these documents, it may request an interpretation. Questions shall be submitted in writing and addressed to the Capital Program Contracts Manager, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349.

#### **8. ADDENDA**

No oral interpretations will be made as to the meaning of any part of the solicitation documents. Interpretations will be made by addenda only. The FCS will not be responsible for any other interpretations or explanations.

Failure to request an interpretation shall not relieve the successful bidder from the obligation to perform work in accordance with the contract as interpreted subsequently by FCS' authorized representatives. Addenda posted to the Contracts Department's Website, [www.fcscpcontracts.org](http://www.fcscpcontracts.org), during the time of solicitation shall be addressed in the bid as appropriate, and each addendum shall be incorporated into the subsequent contract. Copies of addenda will be posted to the website address listed above for all bidders who have obtained a set of solicitation documents. Bidders are strongly urged to make arrangements to inspect the site(s) prior to bidding if the configuration, structure, condition, etc. of the site will influence the bid or contract performance.

#### **9. BID SCHEDULE**

Bid prices and all related correspondence shall be submitted on the solicitation bid schedule furnished by the Fulton County Schools Capital Program Contracts Department and shall be prepared in accordance with all solicitation documents. Extra copies of the solicitation documents are available on the FCS Capital Program Contracts Department's Website, [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org).

Bids shall be submitted in a sealed envelope addressed to the Capital Program Contracts Manager, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349, and shall be plainly marked as a bid (with the date and time of the bid opening and the solicitation number on the envelope) for the work set forth in the Invitation for Bids.

Bidders shall bid on all alternates shown on the Bid Schedule. The acceptance of any or all alternates will be at the sole discretion of FCS with no reference to numerical sequence.

## **BID CONDITIONS**

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### **SECTION I - PREPARATION AND SUBMISSION OF BIDS**

#### **10. EXAMINATION OF SOLICITATION DOCUMENTS**

Bidders are notified that they must thoroughly the examine solicitation documents which may include: Cover Sheet, Table of Contents, Advertisement, Bid Conditions, Specifications, Bid Schedule, Drawings, General Conditions and Technical Specifications together with all Addenda issued prior to the bid opening.

#### **11. COMPLIANCE WITH LAWS**

All property or services furnished shall comply with all applicable Federal, State and Local laws, codes and regulations.

#### **12. PROTESTS**

Protests dealing with the specifications or the solicitation shall be filed not later than three (3) working days prior to bid opening. Other protests shall be filed not later than three (3) working days after bid opening or, if the protest is based on subsequent action of the FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge of the facts giving rise to the protest. Protests are considered filed when received by the Capital Program Contracts Manager. Protests which are not filed in a timely manner, as set forth, above will not be considered.

#### **13. COMPLIANCE WITH FCS PURCHASING POLICIES**

The FCS Purchasing Policy, Purchasing Procedures and Purchasing Regulations are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By acceptance of this solicitation, a bidder, potential bidder or contractor agrees to be bound by FCS' Purchasing Policy, Purchasing Procedures and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

# BID CONDITIONS

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## SECTION II – CONTRACT AWARD

### 1. BIDDERS QUALIFICATIONS

Prior to contract award, bidders may be required by FCS to document that they are “responsible” bidders to the complete satisfaction of the Owner. Bidders may be required to show they have: (i) the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner and within the time specified; (ii) experience in work of a similar nature; and (iii) a past history and references verifying their qualifications for executing the work. FCS shall have the absolute right to determine contractor responsibility and responsiveness to this solicitation.

### 2. CONTRACT LETTER

The contract notification letter or establishing purchase order prepared and mailed by FCS or otherwise furnished to the successful bidder, within the time for acceptance specified, results in a binding contract (which includes the solicitation and bid) without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

### 3. SAMPLES

Samples shall be furnished to FCS according to solicitation instructions or within ten (10) days of FCS’ request, at no expense to FCS. Samples shall be tagged with bidder’s name and bid number. Upon bidder’s request and at bidder’s expense, samples not used or not destroyed in testing will be returned to bidder. Costs of inspection or testing of samples which prove not to meet specifications shall be paid by the contractor.

### 4. TIE BIDS

In the procurement of supplies or services by the FCS, prices and quality being equal, the tie will be resolved by a coin toss in a public forum.

### 5. REJECTION OF A BID

- a. Failure to follow these instructions and comply with these conditions will constitute grounds for rejection of a bid or removal from the list of bidders.
- b. Bids will be rejected if:
  - 1.) The acceptance period for this solicitation is less than ninety (90) days.
  - 2.) The bidder fails to submit requested samples within the time specified by FCS.
  - 3.) The bid contains a minimum order/ship quantity or dollar value (unless called for in the solicitation).

## **BID CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

- 4.) The bid contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
- 5.) The bid contains provisions for late charges whether designated as interest charges or otherwise.
- 6.) The bid fails to include all appropriate elements of all Addenda issued.
- 7.) The bid contains terms and conditions which are in conflict with the solicitation or FCS' regulations, or that otherwise may be construed as qualifying the bid.
- 8.) The bid does not meet the terms and conditions of the solicitation or imposes terms and conditions not acceptable to FCS.

#### **6. DISCOUNTS**

Award will be made on the basis of the net unit price or the all items net price. When submitting bids or quotations, all discounts (any discounts, cash discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts) shall be calculated by the bidder and reduced to a net unit price or, when requested, to an all item net price. Discounts offered in any other form or time limit will not be considered in making the award.

#### **7. AWARD**

- a. The award of the contract shall be made to the lowest responsive and responsible bidder complying with all applicable requirements.
- b. Unless the solicitation gives notice of an all-or-none award, FCS may accept any item or group of items of any bid, whichever is in the best interest of FCS.
- c. Bidders agree that their bids are subject to acceptance at any time within ninety (90) days after opening, unless otherwise stipulated in this solicitation.
- d. FCS may accept or reject any or all bids or parts of bids and may waive any informalities, technicalities and/or irregularities. The judgment of FCS on such matters shall be final.
- e. The solicitation, including all addenda, bid, contract notification letter or establishing purchase order and attachments (either attached thereto or by reference), shall constitute the entire binding contract on the terms set forth therein. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

## **BID CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

- f. All correspondence, including the Notice of Award and Purchase Orders, will be sent to the address appearing on the contractor's bid.

#### **8. ADDITIONAL TERMS**

FCS shall not be bound by any terms and conditions included in any bidder's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with, or in addition to, the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or the Contract.

#### **9. BID GUARANTEE (Bid Bond)**

The bid must be accompanied by a bid guarantee in an amount equal to 5% of the amount of the base bid. This guarantee shall be a bid bond issued by a surety licensed by the Commissioner of Insurance for the State of Georgia.

The bid guarantee shall insure the execution of the contract and the furnishing of performance and payment bonds if awarded the contract and as required by the solicitation documents.

The responsive and responsible low bidder's failure to execute the Contract or to supply the required documents (bonds and certificates of insurance) within the time frame specified or within such extended period as FCS may grant, shall constitute a default. In such event, FCS may award the contract to the next responsive and responsible low bidder or rebid, at FCS' sole discretion.

FCS may charge the defaulting bidder with the difference between the amount of its bid and the amount for which the contract for the work is subsequently executed.

The bid bond and the monies payable thereon will be paid to FCS as liquidated damages if bidder fails or refuses to execute and return to FCS the required insurance certificates, performance and payment bonds, and executed Contract within thirty (30) days of the Notice of Award.

#### **10. PERFORMANCE AND PAYMENT BONDS**

The selected bidder will be required to furnish a performance bond and a payment bond issued by a surety company licensed by the Commissioner of Insurance of the State of Georgia to do business as an insurance company in the State of Georgia. The performance and payment bonds must be in an amount equal to one hundred percent (100%) of the contract price.

The bonds are furnished as security for the faithful performance of the work of this Contract, including stipulations and agreements of the Contract, the payment of all bills and obligations arising out the performance of the Contract, which bills and obligations might or would in any manner become a claim against FCS, and guaranteeing the work included in the Contract against faulty materials and poor workmanship for one (1) year after final acceptance of the work by FCS. All performance bonds and payment bonds provided by the selected bidder shall be accompanied by an affidavit from the selected bidder that an investigation has been made and that the surety is

## **BID CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

licensed by the Commissioner of Insurance to do business as an insurance company in the State of Georgia and is further authorized to serve as a surety.

A performance bond satisfactory to Owner in amount equal to one hundred percent (100%) of the total contract price and a payment bond in amount equal to one hundred percent (100%) of the total contract price, shall be required of the selected bidder to guarantee completion of the work under the Contract and payment for all labor and materials.

Bonds shall be executed by an agent of the surety residing in the State of Georgia. The date of these bonds shall be the same as the date of the Notice of Award letter. The surety shall appoint an agent for service in Atlanta, Georgia upon whom all notices shall be shown on each bond.

The agent executing the bonds on behalf of the surety shall file with the bonds a General Power of Attorney, unlimited as to amount and type of bonds covered by such Power of Attorney, and certified by an official of the surety.

FCS will not execute the Contract until it receives and approves the bonds.

If, at any time after the execution of the Contract, FCS determines the surety is unsatisfactory, FCS shall have the right to require new bonds by issuing a notice to the contractor that the surety is unsatisfactory. Failure by the contractor to provide replacement performance and payment bonds issued by a surety that is found to be satisfactory to FCS shall constitute a default.

In the event of the contractor's default under the terms and conditions of the General Conditions, FCS shall have such rights and may take such actions as are granted to it in the event of a default by the contractor pursuant to the General Conditions.

FCS shall not be responsible for any costs incurred as a result of the selected bidder's failure to comply with its obligation to secure performance and payment bonds as set forth herein.

#### **11. ATTORNEY-IN-FACT**

Attorney(s)-in-fact who sign bid bonds and/or performance and payment bonds must file with each bond a certified copy of their Power of Attorney to sign bonds, with the certificates being certified to include the date of the bond.

#### **12. REVISION OR WITHDRAWAL OF A BID**

A bid may be revised or withdrawn by a bidder prior to the bid opening date and hour with the permission of the FCS Capital Program Contracts Department. Requests to withdraw a bid, along with supporting documentation, shall be made in writing to the FCS Capital Program Contracts Department. After the bid opening, the FCS Capital Program Contracts Department will permit withdrawal only when FCS' best interests would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the bid not resulting from negligence and the mistake is clearly ascertainable.

## **BID CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

If withdrawal is allowed, FCS reserves the right to disqualify the withdrawing bidder from bidding on FCS solicitations for up to one (1) year.

#### **13. FUNDS**

At the option of FCS, the award will be made to the lowest responsive and responsible bidder or bidders meeting the specifications and when such bid is within the available appropriated funds. If the “base” bid exceeds funds available, the award will be made to the responsive and responsible bidder whose base bid, when reduced by deductive alternates as shown in the solicitation, is compatible with the funds appropriated for the project.

#### **14. BID ALTERNATES**

If alternates are to be included, they shall be used as follows:

- a. Deductive alternates may be used to reduce the base bid; however, they shall be prioritized and exercised in the numerical sequence used in the bid documents. As such, the most important work must be omitted last.
- b. Additive alternates shall not be used to determine the low bid. Low bid shall be determined on the base bid less any deductive alternates. Additive alternates may be exercised by the Owner in any priority order and are to be considered only after the low bidder has been declared.

#### **15. INSURANCE**

From the time of its receipt of the contract award, the contractor shall be responsible for all injury or damage to persons or property of any kind resulting from the work. In addition to the liability imposed upon the contractor for personal injury (including death) or property damage suffered through the contractor’s negligence, which liability is not impaired or otherwise affected hereby, the contractor shall hold FCS harmless and indemnify FCS from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property of any person of any place in which work is located arising out of or suffered through any act or omission of the contractor or anyone directly or indirectly employed by the contractor and anyone under the contractor’s supervision in the prosecution of the work included in the Contract.

- A. The minimum insurance requirements set forth herein shall apply to any and all work under this Contract by all contractors and subcontractors of any tier.
  - 1) Any and all insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, and until all work has been completed to FCS’ satisfaction. All insurance must be written on an “occurrence” basis.

## BID CONDITIONS

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### SECTION II – CONTRACT AWARD

No contractor or subcontractor shall commence any work of any kind under this Contract until (i) all insurance requirements contained herein have been complied with; (ii) evidence of all insurance requirements is provided herein; and (iii) each and every contract with each and every sub-contractor of any tier includes these requirements.

- 2) FCS shall be named as an Additional Insured under all insurance required by the Contract. Confirmation of this requirement shall appear on all certificates of insurance and on any and all applicable policies. The contractor acknowledges that additional insured status for FCS is a material term of the Contract and the contractor agrees to provide any endorsements to any insurance policies reflecting FCS' status as an additional insured within thirty (30) days of such a request.
- 3) FCS shall be given not less than thirty (30) days notice of the cancellation of any insurance required by the Contract.

FCS shall be given not less than thirty (30) days prior written notice of any material change of any insurance required by the Contract. FCS shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy required by the Contract.

- 4) Each and every insurance agent shall warrant, when executing the certificate of insurance, that he is acting as an authorized representative on behalf of the companies providing insurance coverage under the Contract or as required by the Contract, that he is licensed by the State of Georgia to conduct business in the State of Georgia and that the companies providing insurance coverage to the contractor are licensed by the State of Georgia and in good standing with the Commissioner of Insurance for the State of Georgia.
- 5) Any and all companies providing insurance required by the Contract shall meet or exceed the minimum financial security requirements as set forth below. The rating for each company shall be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance required by the Contract shall have a current:
  - a. Best's Rating of not less than A; and
  - b. Best's Financial Size Category of not less than Class VII.
- 6) In the event the contractor neglects, refuses or fails to provide the insurance required by the Contract or if such insurance is cancelled for any reason, (i) FCS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the contractor, or (ii) FCS shall have the right to cancel the contract.

**BID CONDITIONS**

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**SECTION II – CONTRACT AWARD**

**B. Worker’s Compensation and Employer’s Liability Insurance**

The contractor shall procure and maintain Worker’s Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this Contract.

Worker’s Compensation:	Statutory
Employer’s Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

**C. Commercial General Liability Insurance**

The contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance.

- 1) Comprehensive Form
- 2) Contractual Insurance
- 3) Personal Injury
- 4) Board Form Property Damage
- 5) Premises - Operations
- 6) Completed Operations

This coverage shall cover the use of all equipment, hoists and vehicles on the site(s) not covered by Automobile Liability under this contract. Coverage shall be written on an “occurrence” basis.

**D. Commercial Automobile Liability Insurance**

The contractor shall procure and maintain Commercial Automobile Liability Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles to be covered.

If the contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the contractor’s personal automobile policy or the Commercial General Liability policy.

## **BID CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

**E. Hold Harmless Agreement**

The contractor shall hold harmless and indemnify FCS from any and all claims, suits, actions, damages, liability and expenses, including attorney fees, in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this Contract. The contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

**F. All-Risk Builder's Risk Insurance**

The contractor shall procure and maintain Builder's Risk Insurance which provides "All Risk" coverage on the buildings, structure, work and property of FCS in the care, custody and control of the contractor. The amount of such insurance shall at all times be equal to one hundred percent (100%) of the value of the work at the time of loss or one hundred percent (100%) of the amount paid to the contractor for work performed, whichever is greater.

The policy(ies) policies shall be in the name of FCS and all contractors and sub-contractors, as their interest shall appear, and this the Certificate of Insurance shall reflect such.

Any loss insured under this Paragraph is to be adjusted with FCS and made payable to FCS as trustee for the insureds, as their interests may appear subject to the provisions of this Paragraph. The contractor shall pay each subcontractor a just share of any insurance monies received by the contractor and, by appropriate written agreement, shall require each subcontractor to make payments to their subcontractors in a similar manner.

FCS and the contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by the insurance obtained pursuant to this Paragraph or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. The contractor shall require, by appropriate written agreement, similar waivers in favor of FCS and the contractor by subcontractors and sub-subcontractors.

With respect to the waiver of the right of recovery under this Paragraph, the term "FCS" shall be deemed to include, to the extent covered by the property insurance applicable thereto, the Fulton County Board of Education, the Fulton County Schools, and their officer, board members, employees, agents, consultants and representatives. As against any separate contractor, the contractor waives all rights for damages caused by fire or other periods in the same manner as is provided above as against FCS. FCS shall require, by appropriate written agreement, similar waivers in favor of the contractor by any separate contractor and its subcontractors and sub-subcontractors.

## **BID CONDITIONS**

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### **SECTION II – CONTRACT AWARD**

FCS, as trustee, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object to FCS' exercise of this power in writing within five (5) days after the occurrence of loss. In the event an objection is made, the matter shall be decided by a court of competent jurisdiction or as the parties in interest otherwise agree. In such event, FCS, as trustee, shall settle with the insurers in accordance with the orders of the court or as otherwise agreed to by the parties in interest.

If FCS finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall not commence prior to a time mutually agreed to by FCS and the contractor, and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall be cancelled or lapsed on account of such partial occupancy. Consent of the contractor and of the insurance company shall not be unreasonably withheld.

#### **16. COMMENCEMENT, PROSECUTION AND COMPLETION**

The contractor shall be required to commence the work as required by the Contract within ten (10) days after its receipt of a written Notice to Proceed from FCS. The contractor shall prosecute the work with competence, faithfulness and energy and to complete the work within the time stipulated. If the contractor is unable to proceed, a written request for an extension of time shall be submitted, with an explanation for the cause of the delay, to the Program Director of Capital Programs.

#### **17. PROGRESS REPORTS**

The contractor shall furnish all reports required by the Contract.

# BID CONDITIONS

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## SECTION III – POST AWARD

### 1. OWNER’S REPRESENTATIVE

Preparation of Supplementary Drawings and Specifications, and supervision of construction or other services, will be performed under the supervision of the Owner’s Representative(s).

### 2. ASSIGNMENT

By the submission of this bid, the bidder agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the FCS Capital Program Contracts Department.

### 3. COST OF INSPECTION OR TESTING

All costs of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the contractor.

### 4. PAYMENT

Payment may be made for a single line item when it has been satisfactorily delivered or completed. In such event, payment shall be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last (unless otherwise noted in the solicitation).

### 5. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience a contract awarded through this solicitation.

### 6. TERMINATION FOR DEFAULT

- a. In the event any property or service to be furnished by the contractor under a contract or purchase order should fail, for any reason, to conform to the specifications contained herein or to the sample submitted by the contractor with its bid, FCS may reject the property or service and may terminate the Contract for default.

Prior to a termination for default, the contractor will be given the opportunity to respond to a “cure notice” or a “show cause notice”. In either case, the contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt of the notice. Failure to do so will be cause for termination.

Upon specific instructions by the FCS Capital Program Contracts Department, the contractor shall immediately remove any rejected, deficient or nonconforming property, without expense to FCS, and replace all rejected property, deficient or nonconforming property with property or services conforming to the specifications or samples.

## **BID CONDITIONS**

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### **SECTION III – POST AWARD**

- b. If the Contract is terminated for default, FCS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the contractor or that may thereafter become due to the contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted. The price paid by FCS in such event shall be the prevailing market price at the time the substitute is made.

#### **7. CONTRACTOR’S APPLICATION FORM**

If the contractor does not have an application on file with Fulton County Schools, please go to the Capital Program Contracts Department’s Website, [www.fcscpcontracts.org](http://www.fcscpcontracts.org), to register.

#### **8. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS**

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable Federal, State and local laws, ordinances, rules and regulations. The contractor shall maintain the licenses required in a current status after award and throughout the course of the Contract.

In the performance of the Contract, the contractor will comply with all local agreements which it has made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

#### **9. NON-APPROPRIATION**

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by Fulton County Schools solely from appropriations received by Fulton County Schools. In the event the Chief of Operations determines, in his sole discretion, that funds no longer exist or are insufficient to pay for the work hereunder, this Contract shall terminate without further obligation of FCS at the end of any fiscal period (hereinafter referred to as “Event”) as set forth in O.C.G.A § 20-2-506. In such Event, the Chief of Operations of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of FCS terminates the Contract under this Paragraph, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this Contract, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another contractor at the same or higher annual cost to FCS.

## **BID CONDITIONS**

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### **SECTION IV – OTHER**

**1. NONDISCRIMINATION**

The contractor, by the submission of a bid or the acceptance of an order or contract, agrees not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of color, religion, national origin, or sex.

**2. FCS NONDISCRIMINATION**

The Fulton County Schools do not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected status in any of its employment practices, education programs, services or activities.

**3. MINORITY AND FEMALE BUSINESS ENTERPRISES**

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Purchasing requirements.

**4. DRUG-FREE WORKPLACE**

By submission of a bid, the bidder certifies that it will not engage in the unlawful manufacture, sale distribution, dispensation, possession or use of a controlled substance or drug during the performance of the Contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the Contract. The bidder also certifies that it will secure from any subcontractor who works on the Contract, written certification of compliance by such subcontractor with the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of Contract or debarment of the bidder.

**5. CERTIFICATION OF NONCOLLUSION**

By submitting a bid, the bidder certifies: "That this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Federal and State law and can result in fines, prison sentences and civil damage awards."

**6. AUTHORIZED OFFICIAL**

It is agreed that all conditions of the bid shall be abided and that the person signing this bid is authorized to sign the bid for the bidder.

## **BID CONDITIONS**

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### **SECTION IV – OTHER**

#### **7. SOLICITATION TERMINATION**

In the event this solicitation is terminated or cancelled, in whole or in part, or all bids are rejected, FCS shall not have any liability for any costs incurred by bidders or potential bidders in relation to the solicitation.

#### **8. RIGHTS AND REMEDIES**

The rights and remedies of FCS provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

## ADDITIONAL CONDITIONS

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**1. CONTRACT TYPE**

The contract type contemplated for this requirement is a Lump Sum.

**2. CONTRACT TIMEFRAME**

Performance Period for Contract is \_\_\_\_\_ subject to paragraph 3, Options below.

**3. CATEGORIES OF AWARD**

Award will be made by (category, zone, projects, etc.). Fulton County Schools reserves the right to award to a single contractor, to no contractor, to multiple contractors or by line item if deemed to be in the best interest of FCS.

**5. OTHER PROCEDURES**

Samples

Testing

**6. SCHEDULE REQUIREMENTS**

\_\_\_\_\_ days after the date of Purchase Order.

**7. OWNER'S REPRESENTATIVE**

Supervision of the contract will be performed by the Owner's Representative,  
\_\_\_\_\_ of the \_\_\_\_\_ Department.

## ADDITIONAL CONDITIONS

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**Statement of Work**

**Scope of Work**

**IFB NO.**

**BID SCHEDULE**

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u> <u>OF ISSUE</u>	<u>QUANTITY</u>	<u>UNIT</u> <u>COST</u>	<u>TOTAL</u> <u>COST</u>
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**NOTE: GROUP AS MANY ITEMS AS POSSIBLE. WHEN GROUPING FOLLOW THE EXAMPLE PROVIDED.**

**GROUP I ITEMS 1-10 TOTAL COST \_\_\_\_\_**

**ALTERNATES:** \_\_\_\_\_

\_\_\_\_\_

**DEDUCTS:**

**INFORMATION REQUESTED TO ASSIST  
IN THE DETERMINATION OF RESPONSIBILITY**

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**Bidders shall provide the following information on attached sheets. This information shall be submitted with the bid in the format specified. Provide the response to each section of the information on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.**

**1. History and Organizational Structure of the Firm**

Indicate a brief history of the company and include the present organizational structure, describing the management, organization and this project's coordination structure. If the firm is a partnership, indicate the names of all partners; if incorporated, indicate where and when. Include a resume outlining the qualifications of the key staff who will be assigned to this project.

**2. References**

List as references (names, addresses, contact persons and toll-free telephone numbers) a minimum of three (3) school boards or other clients of similar size and nature to FCS for which a project comparable to the scope of this project was completed.

**3. Subcontractors**

Indicate the names, addresses and degree of utilization of any and all subcontractors who will be used in the performance of this Contract.

**4. Previous Default**

Have you ever been defaulted on a contract or denied a bid due to non-responsibility to perform? If so, please provide the facts and circumstances.

**ACKNOWLEDGEMENT**

I, the undersigned, acknowledge that I have read the Bid Documents in their entirety and agree to conform with its every requirement. I further acknowledge that failure to prepare, submit or execute this bid in the exact manner requested will be just cause to reject any or all of my bid.

NAME OF COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(TYPE OR PRINT - TITLE AND NAME OF PERSON SUBMITTING BID.)

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(COMPANY FEDERAL ID NUMBER) (E-MAIL ADDRESS)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(CITY) (STATE) (ZIP)

PHONE: ( ) \_\_\_\_\_, FAX: ( ) \_\_\_\_\_

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your Bid and without it your Bid is not complete and will be subject to rejection.

Bidder acknowledges addendum(s): No. 1\_\_\_\_, No. 2\_\_\_\_, No. 3\_\_\_\_(If Applicable)

IFB NO. \_

Your bid or reference Number: \_\_\_\_\_  
(IF APPLICABLE)

**IF NOT BIDDING, PLEASE COMPLETE ABOVE, CHECK APPLICABLE BOX BELOW AND RETURN THIS PAGE ONLY:** (Please indicate No Bid with Bid Number on outside of envelope.)

- (A.)  NO BID - Unable to bid at this time. Would like to receive future bids.
- (B.)  NO BID - Remove from this product/service category.
- (C.)  NO BID - Remove from Bidder's List.

**THIS PAGE MUST BE RETURNED WITH YOUR BID. INSTRUCTIONS AND CONDITIONS ARE FOR YOUR INFORMATION.**

*It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, please contact Ron Wade, Compliance Coordinator, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-6801. TTY 1-800-255-0135.*

**APPENDIX I**  
**GEORGIA IMMIGRATION AND SECURITY FORMS**

# FULTON COUNTY SCHOOLS

## IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et seq., Contractor must initial one of the sections below:

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

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

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

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

CAPITAL PROGRAM CONTRACTS DEPARTMENT

5270 NORTHFIELD BLVD., COLLEGE PARK, GA 30349 WWW.FCSCPCONTRACTS.ORG

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Fulton County Board of Education has registered with and is participating in a federal work authorization program or 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, P.L. 99-603 (IRCA), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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

\_\_\_\_\_  
EEV/Basic Pilot/E-Verify Program User Identification Number

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

\_\_\_\_\_  
Date

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

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

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

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

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

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_, which is under contract with the Fulton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or 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, P.L. 99-603 (IRCA), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot/E-Verify Program User Identification Number

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

\_\_\_\_\_  
Date

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

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

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

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

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