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**Fayette County Public Schools Purchasing Department**

LaFayette Educational Center, 205 LaFayette Avenue, Building A, Fayetteville, GA 30214  
(770) 460-3535 ext. 1041

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Request for Proposals 23-020-075

## Painting Projects for Fayette County Public Schools

Fayette County Public Schools (hereinafter FCPS or the District) is soliciting proposals via this Request for Proposals (hereinafter RFP) from interested and qualified respondents to provide pricing for all painting projects, as specified within this solicitation, within the school district.

As is more fully explained in this RFP, an award, if made, will be made to the responsible and responsive respondent who provides the best solution to the described need, taking into consideration multiple evaluation factors as determined by the FCPS and defined herein.

It is the respondent's responsibility to address all elements of this RFP. Any respondent failing to meet the terms and conditions herein may suffer a reduction in their evaluation score up to a complete rejection of their proposal.

Responses to this request for proposals are due no later than the date and time specified in the timeline of events either physically or electronically to the FCPS Purchasing Department located at Facilities Services, 245 Booker Avenue, Fayetteville, Georgia 30215. Proposals received after the specified date and time will not be considered.

### Instructions to Respondents

#### Designated Representative

1. The FCPS Purchasing Department has designated the following staff member as the representative of the Department and District during the solicitation process: Jamie Marrero

#### Schedule of Events

RFP Released	Thursday, March 16, 2023
Questions Due	Wednesday, March 29, 2023
Addenda Issued (if applicable)	Friday, March 30, 2023
Responses Due	Before 10:00AM (EST), Thursday, April 13, 2023
Anticipated Board Review	Mid April 2023
Anticipated Project Start	June 2023

#### Georgia Open Records Act Compliance ([O.C.G.A. § 50-18-70](#))

1. This solicitation and any resulting responses, evaluations, contracts, agreement, or purchase orders are subject to the [Georgia Open Records Act](#) and may be released publicly.
2. Pursuant to the act, for any records or documents marked as "confidential" or "trade secrets" the respondent must submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets according to [O.C.G.A. § 10-1-761](#).
  - 2.1. Failure to attach such an affidavit will result in the record being considered public and subject to release under the Georgia Open Records Act.

- 2.2. If FCPS determines that the specifically identified information does not constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order.
- 2.3. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing.
- 2.4. If the agency determines that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

#### Respondent Registration

1. Respondents are encouraged to register with the designated representative listed above via email after reviewing this solicitation.
2. Respondents who register will automatically receive an email update with additional documents such as addenda and be notified of award issuance, even if they choose not to submit a proposal.

#### Solicitation Documents and Forms

1. Documents and forms required for submission as part of this RFP can be found on the FCPS [Purchasing Department website](#).
2. Failure to include required submissions listed herein may result in a rejection of the proposal.
3. A list of required forms is contained herein and additional submissions may be required per the specifications contained herein.

#### Proposal Delivery

1. Proposals should be sent to the FCPS Purchasing Department and must be received before the proposal due date and time specified in the solicitation.
2. Proposals may be submitted electronically, by mail, or hand-delivered to Facilities Services, 245 Booker Avenue, Fayetteville, Georgia 30215, Attention: Purchasing Department.
3. No faxed or telephone proposals will be accepted or considered.
4. Proposals may be emailed to the designated representative if meeting the following guidelines:
  - 4.1. Emailed proposals must be in a consistent, clear, and readable format and complete. (Adobe PDF format is preferred unless specified otherwise)
  - 4.2. All proposal documents should be bound in one document. Multiple separate documents may result in evaluation score reductions.

#### Attachments

1. Any specification listed with "Must Include Attachment" should include a document within the proposal conforming to standards set forth.
2. All attachments must be clearly marked and labeled using the following format: Attachment #, Solicitation Reference, Respondent Name, Solicitation Title, and Number.

#### Proposal Format Requirements

1. The proposal should be typed and legible as well as formatted to comply with accessibility standards (refer to ADA and Section 508 compliance).

2. The solicitation document has been carefully organized. All sections, specifications/requirements, and appendices are numbered; therefore proposals should be organized in the same manner referencing the solicitation document when necessary.
3. Proposals must be submitted with the following sections clearly identified and delineated:
  - 3.1. Letter of Interest
  - 3.2. Technical Proposal
  - 3.3. Qualifications and Experience
  - 3.4. References
  - 3.5. Price/Cost

#### Multiple Proposals from the Same Respondent

1. Respondents may submit more than one proposal when offering multiple alternatives.
2. Proposals must be separate and each should conform to all terms and conditions within the solicitation.
3. Proposals must be labeled separately so as to easily identify different proposals from the same respondent.

### **Scope of Work and Specifications**

#### Background and Project Overview

The purpose and intent of this invitation to bid are to secure firm prices to provide; paint, labor, and material to complete the painting projects, listed within this solicitation. Pre-bid meeting/site visit will be required to obtain the square footage to provide accurate job cost. All listed projects will be completed using only the paint color provided in the specifications or to match existing. Maps of the schools have been provided with the paint project areas highlighted.

#### Design/Technical Requirements and Specifications

1. Inman Elementary School: 677 Inman Road, Fayetteville, Georgia 30215
  - 1.1. Commons areas
2. Peeples Elementary School: 153 Panther Path, Fayetteville, Georgia 30215
  - 2.1. Commons areas
3. Huddleston Elementary School: 200 McIntosh Trail, Peachtree City, Georgia 30269
  - 3.1. Commons areas
  - 3.2. Hallway(s): Previous paint is peeling from the wall. These walls will take more preparatory work. Sanding/grinding will be required in areas.
4. Cleveland Elementary School: 190 Lester Road, Fayetteville, Georgia 30215
  - 4.1. Commons areas
5. Bennett's Mill Middle School: 210 Lester Road, Fayetteville, Georgia 30215
  - 5.1. Commons areas
6. Fayette County High School: 1 Tiger Trail, Fayetteville, Georgia 30214
  - 6.1. Commons areas
7. Starr's Mill High School: 193 Panther Path, Fayetteville, Georgia 30215
  - 7.1. Commons areas
8. LaFayette Educational Center (Building D): 205 LaFayette Avenue, Fayetteville, Georgia 30214
  - 8.1. Commons areas

## Performance and Service Requirements

### 1. Project Conditions

- 1.1. Survey existing conditions and correlate with requirements indicated to determine extent of work.
- 1.2. The painting contractor shall inspect and prepare the surfaces to receive paint before starting his work.
- 1.3. He shall verify to the FCBOE in writing of any conditions that will prevent him from satisfactorily completing his work.
- 1.4. The painting contractor shall not proceed with his work until all defects are entirely corrected.
- 1.5. The application of paint by the painting contractor shall be an indication of his acceptance of the subsurface.
- 1.6. Concrete, masonry, or plastered surfaces, shall not receive paint until the surface has dried.
- 1.7. All graffiti will be properly sealed before top coats are applied.
- 1.8. Do not paint surface if moisture content or alkalinity of surface to be painted exceeds that permitted in manufacturer's written instructions.
- 1.9. Do not apply paint when relative humidity exceeds 85 percent at temperatures less than 5 degrees Fahrenheit above the dew point or to damp or wet surfaces.
- 1.10. Concrete shall be free from dirt, peeled paint, loose or excess concrete. All nail holes, cracks or blemishes of any kind shall be properly treated, sanded, patched, rubbed and sealed before proceeding with painting.
- 1.11. All exterior surfaces must be pressure washed and dry prior to applying any paint to the exterior of the building.
- 1.12. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- 1.13. All interior and exterior paint shall be applied with a brush or roller (except porous materials shall be applied with a brush). No spray painting will be permitted, except on exposed bar joist ceiling.
- 1.14. Paint surfaces behind movable equipment and furniture are the same as exposed. Fully finish the top and bottom edges of doors and other woodwork edges not normally visible.
- 1.15. If undercoats or other conditions show through the topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 2. Cleaning

- 2.1. At the end of each workday, remove rubbish, empty cans, rags, and other discarded materials from the project site.
- 2.2. After completing the paint application, clean splattered surfaces. Remove splattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- 2.3. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by the owner, and leave in an undamaged condition.
- 2.4. At completion of construction activities of other trades, touch up and restore

damaged or defaced painted surfaces.

3. Products/Specifications

- 3.1. Common Areas, Hallways, Stairwells, Bathrooms, Classrooms, etc.
  - 3.1.1. Paint all walls in the main hallway corridors with DTM (Direct to Metal) Gloss Fayette County White
  - 3.1.2. Paint all walls in the restrooms in the with DTM Fayette County White
  - 3.1.3. Paint all walls in stairwells with DTM Fayette County White
  - 3.1.4. Paint all hollow **metal** door frames in the main halls that are currently painted with matched current school colors.
  - 3.1.5. Peeling paint, if any, must be sanded/ground off the wall/trim to provide a smooth surface for fresh paint.
- 3.2. Building Exteriors
  - 3.2.1. All exteriors must be pressure washed and properly prepared for painting
  - 3.2.2. All exteriors will be painted to match the existing paint color of existing or the color of the surrounding buildings.
  - 3.2.3. All will be discussed in the mandatory site visit. *\*See Site Visit section of this solicitation for more information.*

4. Site Visit/Pre-Bid Meeting **(MANDATORY PRE-BID MEETING)**

- 4.1. Questions about the pre-bid meeting and/or site visits will need to be directed to Mike Satterfield, Director of Facilities, by calling 770-460-3522 or via email [satterfield.mike@mail.fcboe.org](mailto:satterfield.mike@mail.fcboe.org) . The square footage of these projects is not included in this solicitation and must be obtained during the **MANDATORY** Pre-Bid Meeting, when walkthroughs will be conducted. The pre-bid meeting is scheduled for Tuesday, April 4, 2023 at 9:00AM (EST) and is mandatory for bid submission to be considered. Meeting location: Starr's Mill High School, 193 Panther Path, Fayetteville, Georgia 30215.

***All bids must include all labor, materials, proper preparation and application of primer/finish coats for proper coverage.***

## **Evaluation of Proposals**

### Evaluation Committee

- 1. All proposals deemed responsive will be evaluated by a review committee comprised of project administrators and end-users.
- 2. Criteria based on qualifications and experience, a submitted proposal, and price/cost will be used in the evaluation process.

### Evaluation Methodology

- 1. The committee will perform a complete evaluation and verification process on a rating system of required proposal components contained herein based on an "Excellent", "Good", "Fair", or "Poor" rating.
  - 1.1. Excellent ratings will be issued four (4) points.
  - 1.2. Good ratings will be issued three (3) points.
  - 1.3. Fair ratings will be issued two (2) points.
  - 1.4. Poor ratings will be issued zero (0) points.

### Interviews and Presentations

- 1. Post-proposal interviews and presentations may be required, in person at the committee's direction or desire.

2. Submission of a proposal does not guarantee an interview or presentation.
3. Selection for interviews and presentations is at the sole discretion of the evaluation committee.

#### Contract Award and Negotiations

1. The evaluation committee will issue a recommendation to award following the outcome of its evaluation process.
2. The committee reserves the right to reject any or all bids.
3. A recommendation to award does not guarantee a contract. Final approval from the Superintendent and/or Board of Education may be required.
4. Following a recommendation to award, the Superintendent or their designee may engage in final negotiations with the selected respondent.

### **General Terms and Conditions**

The FCPS General Terms and Conditions are posted on the Purchasing Department website under the heading of [Vendor Terms, Conditions, and Forms](#) and attached to this solicitation. By submission of a proposal, the respondent acknowledges they have read and understood these General Terms and Conditions as well as any terms and conditions contained herein.

### **Special Terms and Conditions**

#### Contract Incorporation

1. This solicitation will be incorporated into any resulting contract.
2. When this solicitation and any resulting contract are in conflict, Fayette County Public Schools will determine the controlling method.
3. Only the Superintendent or his direct designee may sign or enter into a contract on behalf of Fayette County Public Schools.

#### Term

1. The proposal term will begin from the time of award through December 31, 2023, with no option to renew.

#### Installation

1. All tools, equipment, and personnel will be provided to complete work by the awarded contractor. Contractor will also be responsible for the removal and disposal of any job related debris. Facilities Services/School Administration is responsible for removing items from the wall(s) in preparation for painting projects.

#### Quantities

1. Projects listed are not guaranteed. Purchase orders will be issued for specific projects, as needed, for the term of this solicitation. The FCSD anticipates that these projects, that are listed within this solicitation, will be completed. But, the project approval will be determined by the available budget allotment.

#### Cooperative Purchasing

1. This solicitation allows for other Fayette County, Georgia government entities, including local municipalities, to purchase from the awarded contract at the same prices quoted during the effective term pending an agreement between the awarded respondent(s) and the government entity.

#### Substitutions and Alternates

1. Products similar to or other than specified may be acceptable if in compliance with all requirements of these specifications and are of the same or better quality.

2. The respondent must provide substantiation that proposed substitution or alternate does not violate any other manufacturer's patents, patents allowed, or patents pending and that the alternate proposed meets the same specifications contained herein.
3. The FCPS shall be the sole determiner of specification compliance and alternate acceptability.
4. No pre-proposal approval will be given for a proposed alternative.

#### Insurance Requirements

1. Respondents are required to submit a current and valid Certificate of Insurance (COI) per the General Terms and Conditions and any specification contained herein.
2. Should the respondent choose to utilize subcontractors for installation or other matters, the respondent must provide a valid COI for the subcontractor per the requirements of the General Terms and Conditions.

### **Required Forms and Submissions**

#### Required Respondent Submissions

1. Product Data: Fayette County School District must receive all product data that pertains to solicitations work scope, this includes but is not limited to;
2. Product Data Sheet: DESCRIPTION
3. Product Certification: Submit manufacturer's certification that products and materials comply with the requirements of the specifications.
4. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications;
5. Preparation, maintenance, and installation instructions and recommendations;
6. Storage, handling requirements, and recommendations.
7. Warranties: Submit warranty documents according to specifications (if applicable).
  - 7.1. Include any and all manufacturer's warranties for each item.

#### Cost Proposal

1. All respondents must include a separate cost proposal.
2. The cost proposal should be separated from the proposal as outlined in point 3 of [Proposal Format Requirements](#) above.
3. Pricing not entered in the cost proposal form will not be considered.
4. If pricing variations exist for different finishes/materials/options the respondent must include an attachment describing variations and associated costs.
5. Costs should be in line-item format detailing all costs applicable to the proposed solution and a grand total cost to execute the proposed solution fully.

#### Letters of Recommendation

1. The respondent must include a minimum of three (3) letters of recommendation dated within the previous two (2) calendar years.
2. Letters must be from clients/customers who have engaged the respondent in previous services and must include details such as a description/scope of work, timeline and budget parameters, and assessment of the respondent's ability to complete work/service as specified.
3. Each letter must contain contact information including organization/firm, contact name, telephone, and email.

4. Letters from organizations and projects similar to the scope and size of Fayette County Public Schools are preferred.

Solicitation Response Form

1. Respondent must complete a Solicitation Response Form attached hereto and available online at the Purchasing Department website.
2. This form must be placed on top, or as the first page of your proposal.
3. Failure to attach could result in a reduction in score or a rejection of your proposal.

Business Capability Information Questionnaire

1. Respondent must complete a Business Capability Form attached hereto and available online at the Purchasing Department website.
2. Failure to attach could result in a reduction in score or a rejection of your proposal.

Certificate of Insurance

1. The respondent must submit a current certificate of insurance detailing coverage limits as defined in this RFP and the FCPS General Terms and Conditions.
2. Failure to attach could result in a reduction in score or rejection of your proposal.
3. The selected respondent will be required to submit a COI naming Fayette County Public Schools as an additional insured party.

W-9 Form

1. The respondent must submit a current [Internal Revenue Service W-9 Form](#) complete with proper signature.
2. Failure to attach could result in a reduction in score or rejection of your proposal.

E-Verify Documentation

1. The respondent must submit a completed E-Verify Compliance Form and Affidavit as attached below.
2. Failure to attach could result in a reduction in score or rejection of your proposal.



## Cost Proposal

### *Inman Elementary School*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

### *Peeples Elementary School*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

### *Huddleston Elementary School*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
Preparatory (Peeling Paint Cleanup)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

### *Cleveland Elementary School*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

### *Bennett's Mill Middle School*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

*Fayette County High School*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

*Starr’s Mill High School*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

*LaFayette Educational Center (Building D)*

Location/Area	Linear/Square Footage	Total Project Cost
Common Areas (Halls & Bathrooms)		\$
<b>Total Cost for all Projects</b>		<b>\$</b>

**Total Cost of all Project Combined: \$ \_\_\_\_\_**

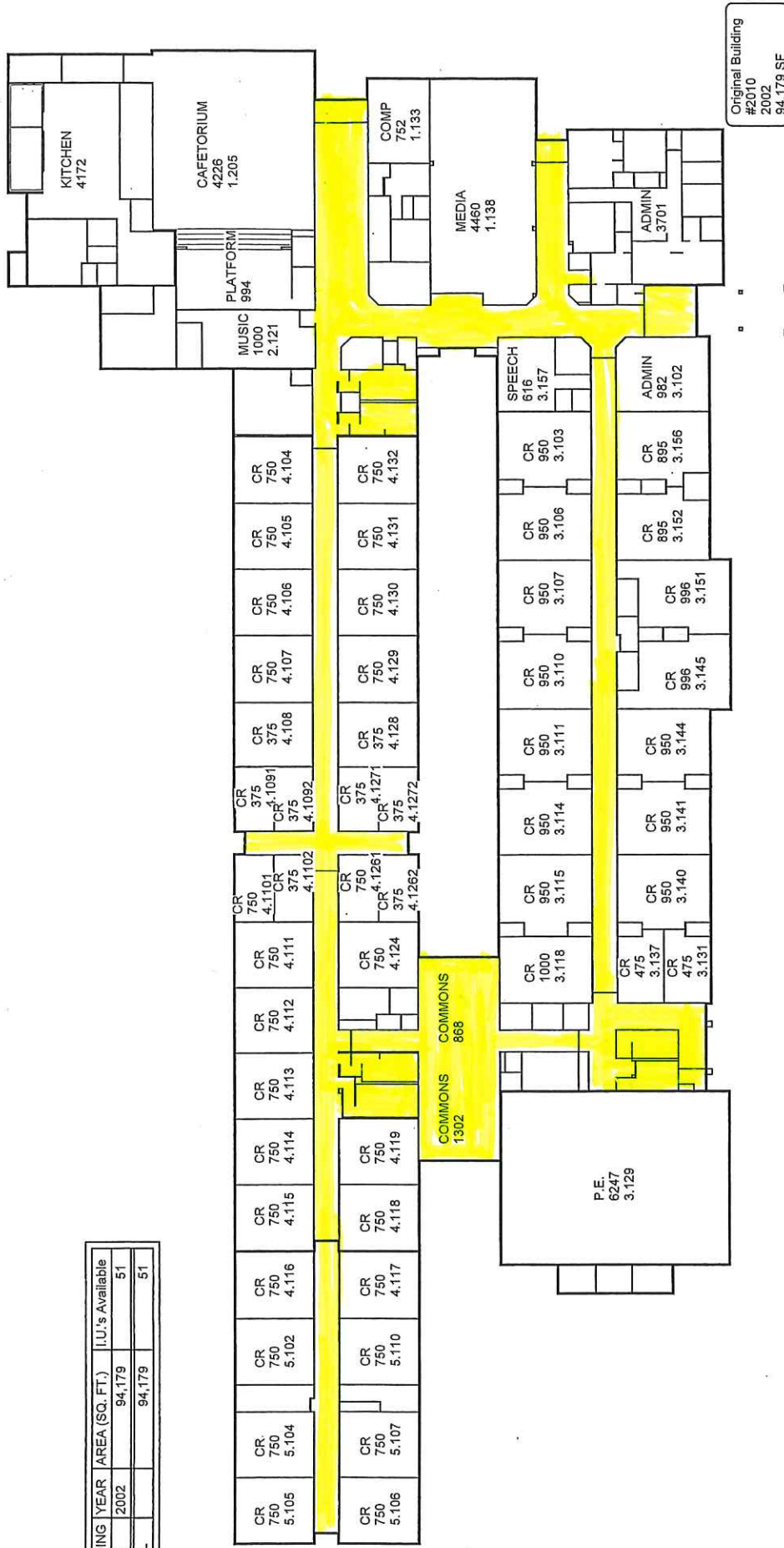
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

BUILDING YEAR	AREA (SQ. FT.)	I.U.'s Available
#2010	94,179	51
TOTAL	94,179	51



# CLEVELAND ELEMENTARY SCHOOL

# Fayette County Board of Education

FACILITY NO.: 0102

ACREAGE: 20 ACRES +/-

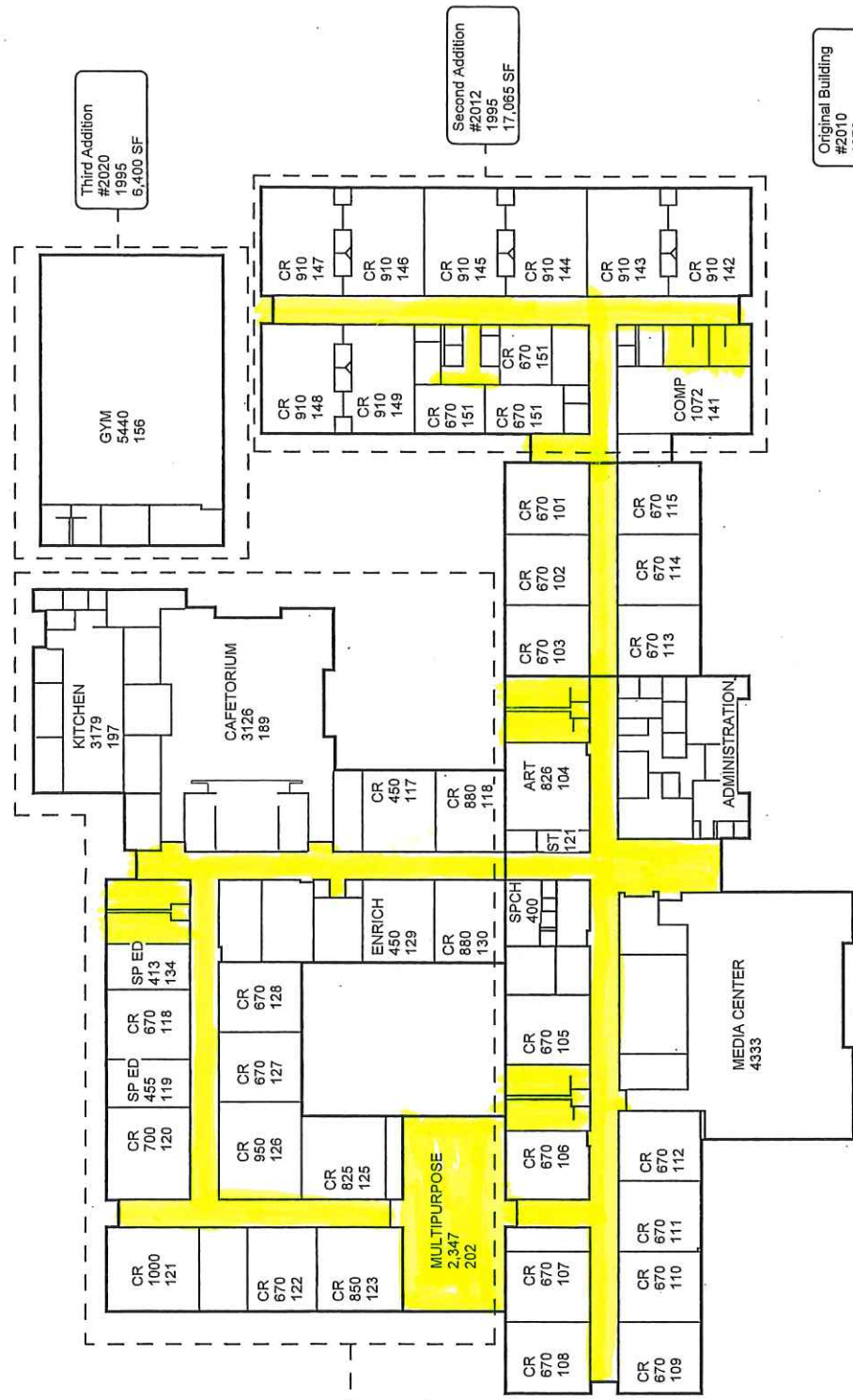
BUILDING YEAR	AREA (SQ. FT.)	I.U.'s Available
#2010	28,972	16
#2011	27,257	15
#2012	17,065	10
#2020	6,400	1
<b>TOTAL</b>	<b>79,694</b>	<b>42</b>

First Addition  
#2011  
1980  
27,257 SF

Third Addition  
#2020  
1995  
6,400 SF

Second Addition  
#2012  
1995  
17,065 SF

Original Building  
#2010  
1979  
28,972 SF



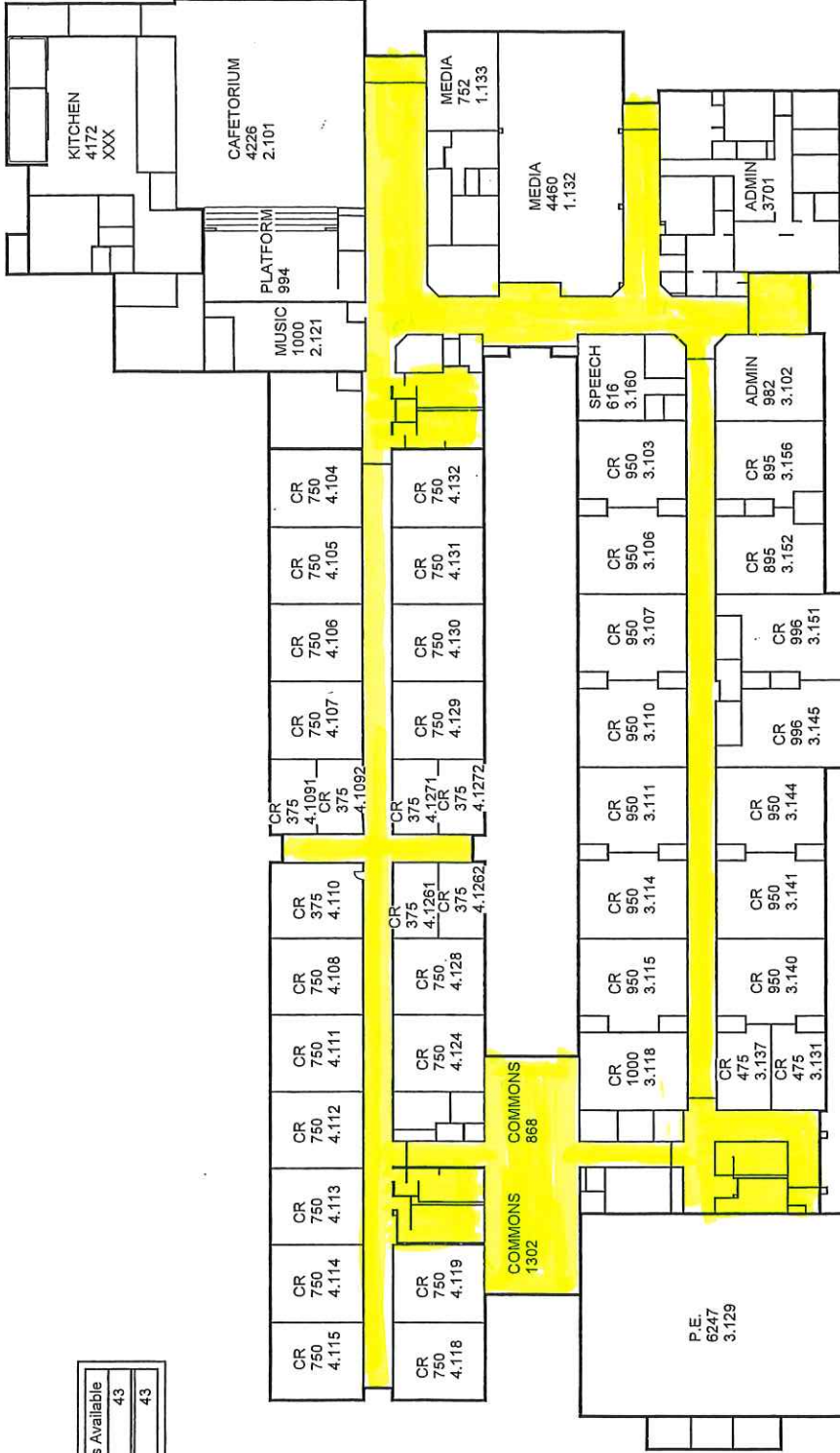
# HUDDLESTON ELEMENTARY SCHOOL

ACREAGE: 11.2 ACRES

FACILITY NO.: 0180

# Fayette County Board of Education

BUILDING YEAR	AREA (SQ. FT.)	I.U.'s Available
#2010	86,172	43
TOTAL	86,172	43



Original Building  
#2010  
2009  
86,172 SF

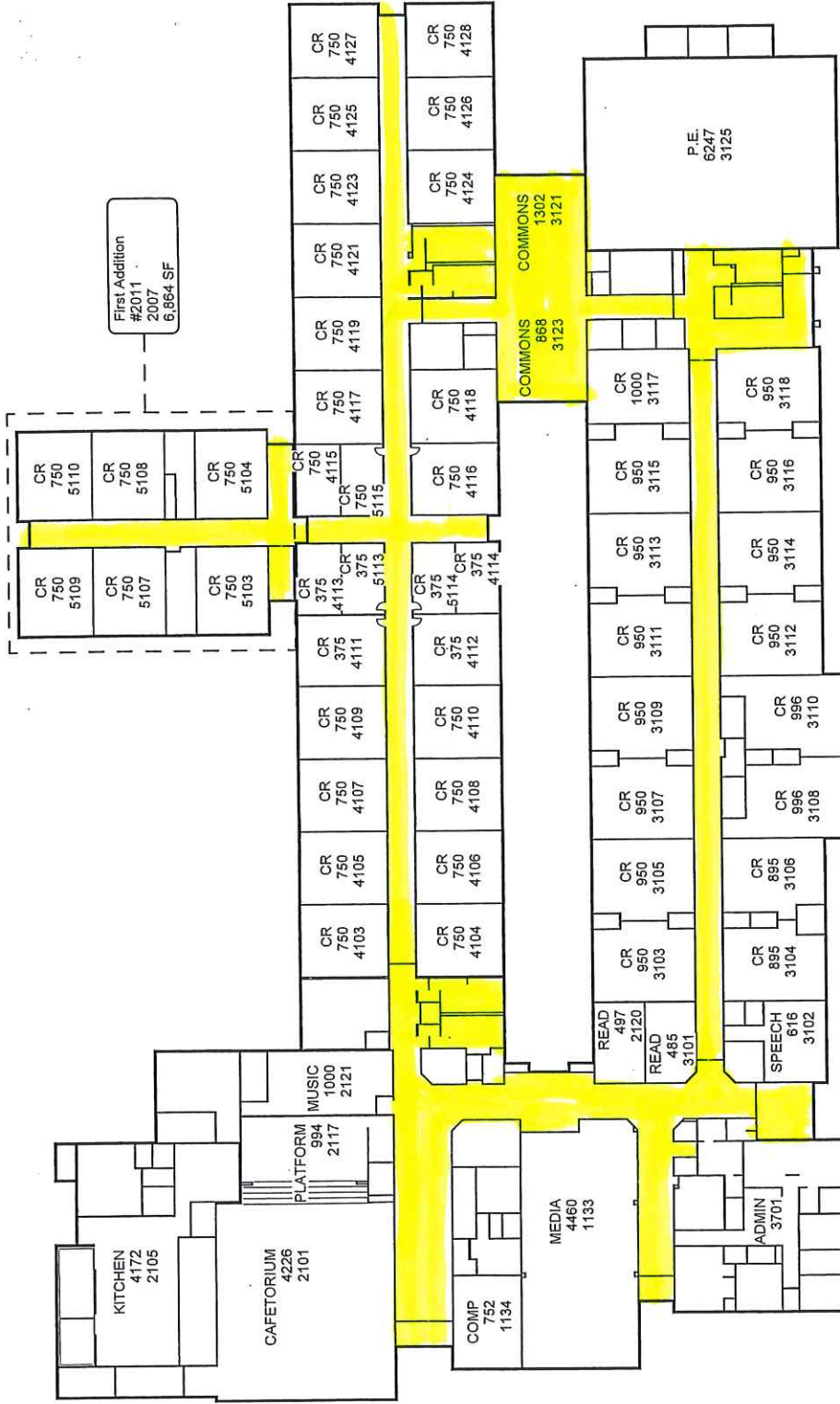
# INMAN ELEMENTARY SCHOOL

FACILITY NO.: 0109

ACREAGE: 20 ACRES +/-

# Fayette County Board of Education

BUILDING YEAR	AREA (SQ. FT.)	I.U.'s Available
#2010	87,734	46
#2011	6,864	6
TOTAL	94,598	52



Original Building  
#2010  
1998  
87,734 SF

# PEEPLS ELEMENTARY SCHOOL

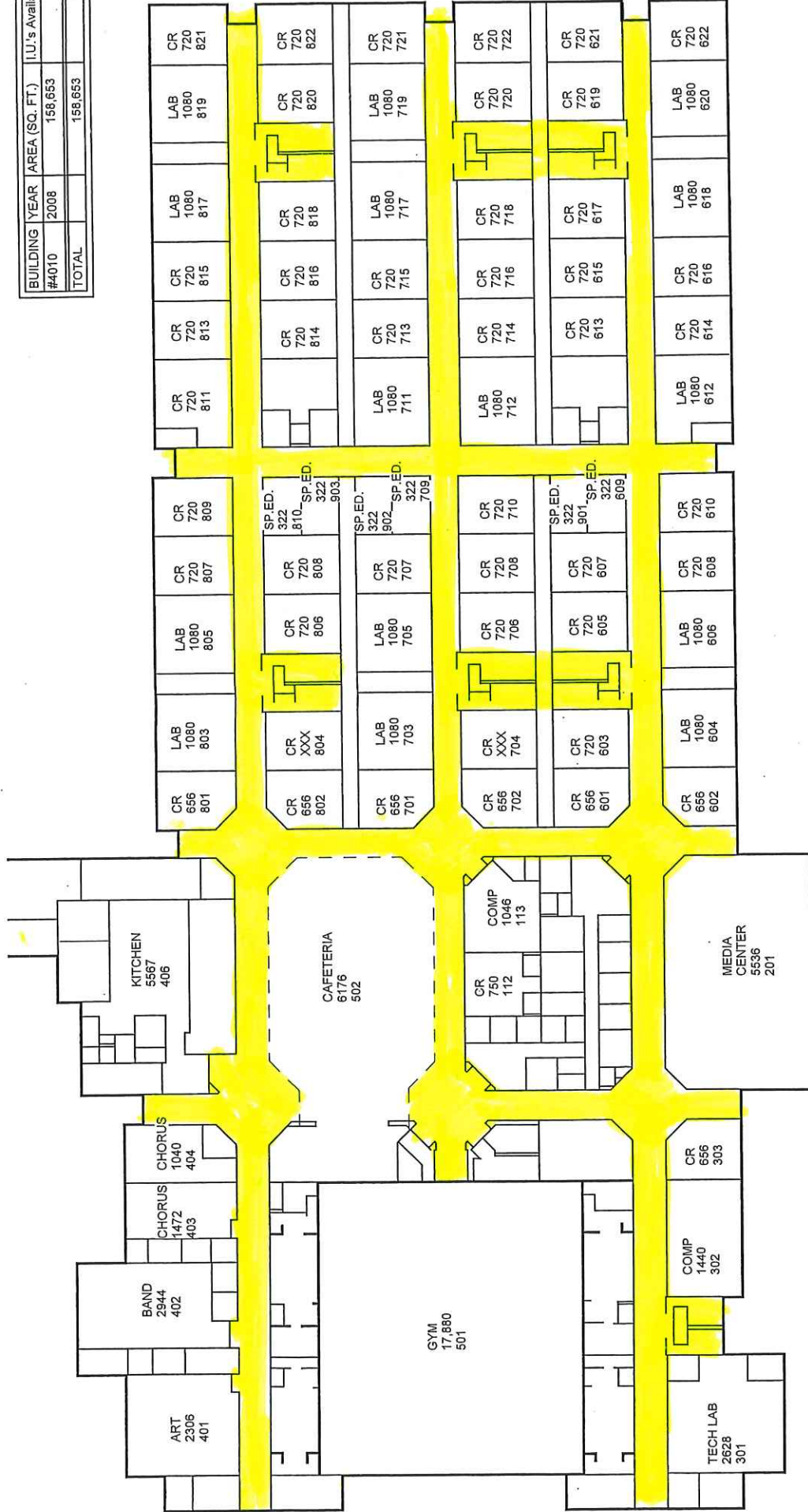
FACILITY NO.: 0199

# Fayette County Board of Education

FACILITY NO.: 0199

ACREAGE: 20 ACRES +/-

BUILDING #	YEAR	AREA (SQ. FT.)	I.U.'s Available
#4010	2008	158,653	74
TOTAL		158,653	74



Original Building  
#4010  
2008  
158,653 SF

# BENNETT'S MILL MIDDLE SCHOOL

ACREAGE: 20 ACRES +/-

FACILITY NO.: 0491

# Fayette County Board of Education

BUILDING #	YEAR	AREA (SQ. FT.)	I.U.'s Available
#5010	1997	259,536	92
TOTAL		259,536	92



Original Building  
#5010  
1997  
259,536 SF

**UPPER LEVEL**

# FAYETTE COUNTY HIGH SCHOOL

ACREAGE: 20 ACRES +/- FACILITY NO.: 0109

## Fayette County Board of Education



BUILDING #	YEAR	AREA (SQ. FT.)	LU's Available
#5010	1997	259,536	92
TOTAL		259,536	92



LOWER LEVEL

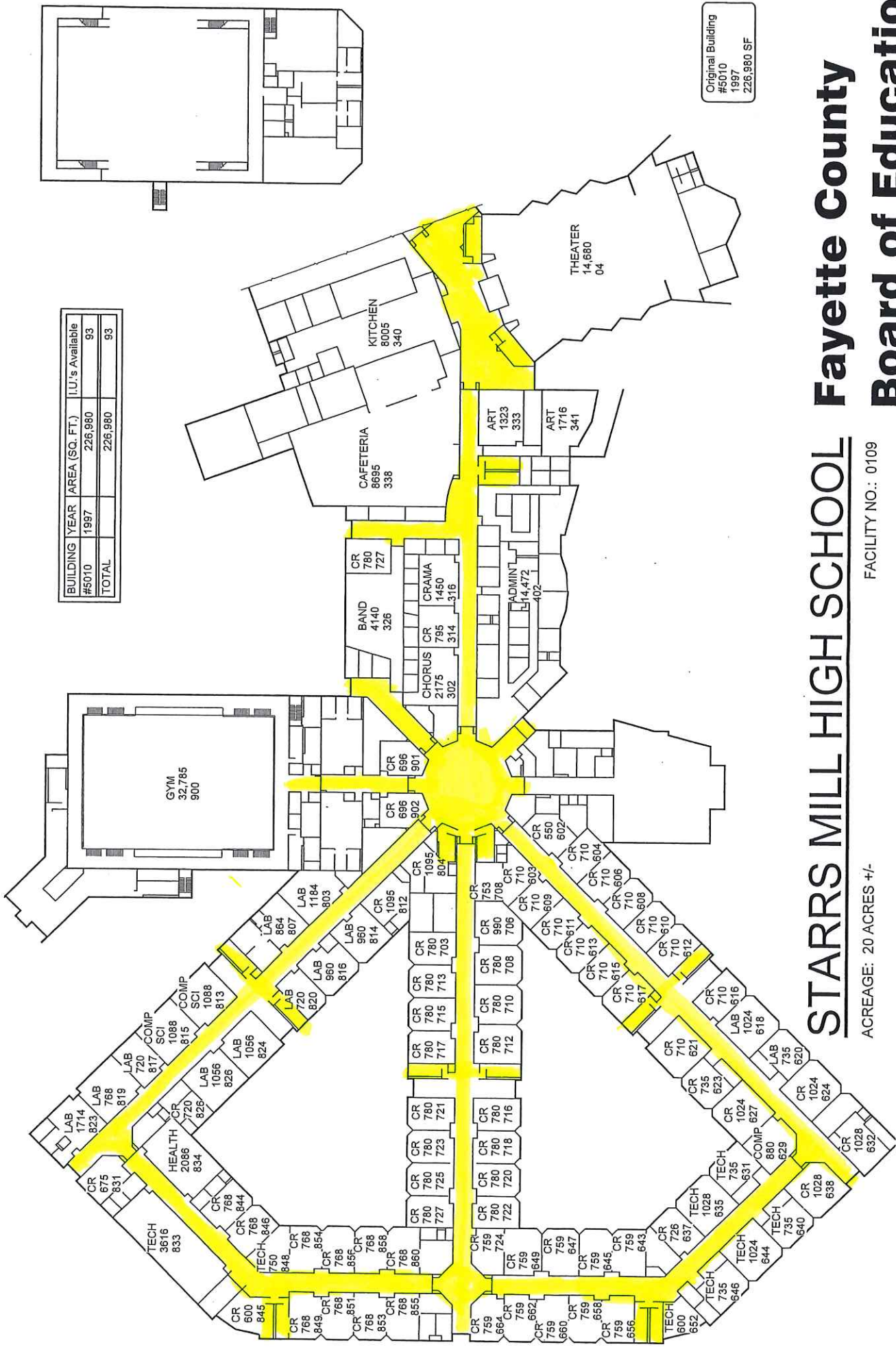
Original Building  
#5010  
1997  
259,536 SF

# FAYETTE COUNTY HIGH SCHOOL

ACREAGE: 20 ACRES +/-

FACILITY NO.: 0109

# Fayette County Board of Education



BUILDING YEAR	AREA (SQ. FT.)	ILL'S Available
#5010	226,980	93
TOTAL	226,980	93

Original Building  
#5010  
1997  
226,980 SF

# STARRS MILL HIGH SCHOOL

ACREAGE: 20 ACRES +/-

FACILITY NO.: 0109

# Fayette County Board of Education

## Respondent Information Form

Place this form on top of your response.

### Painting Projects for Fayette County Public Schools (RFP 23-020-075)

Company Name:	
Point of Contact:	
Street Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	
Website:	

#### Authority to Act

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the products/services in accordance with the terms and conditions herein.

#### Terms, Conditions, and Specifications

Through the submission of response and signature below, the respondent verifies that their solution, if applicable, complies fully, or complies with an exception, to all stated general and special terms, conditions, and specifications. See the FCSD General Terms and Conditions for further information and directions on notating exceptions to stated specifications.

#### Addenda

Through the submission of response and signature below the respondent verifies that they have read and understood any addenda issued for this solicitation if issued.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Business Capability Information Questionnaire**

Please answer all questions fully. Additional pages for responses must be clearly marked to identify the respondent's name and solicitation number. Utilize a separate piece of paper as necessary.

- 1) How long has your company been in business?
- 2) What was your annual gross revenue in 2022?
- 3) Please indicate current contracts in hand similar to the scope of this project and attach a separate document indicating the name, telephone, and email of each owner/controlling firm; and the status and completion date of each. (Must Include Attachment).
- 4) Has your company ever completed a project more than one month behind schedule? If so, please identify the project and explain the circumstances. (If applicable, must include an attachment.)
- 5) Has your company ever failed to complete any work awarded to it? If so, please explain. (If applicable, must include an attachment.)
- 6) Has your company ever defaulted on a contract? If so, please explain. (If applicable, must include an attachment.)
- 7) Please indicate your company's bonding capacity.
- 8) Please indicate your company's insurance carrier.
- 9) Please indicate whether any insurance claim has been made against or by your company in the past seven (7) years, the circumstances surrounding such claims, and the outcome. (If applicable, must include an attachment.)
- 10) Please indicate whether any legal claim has been made against your company in the past seven (7) years, the circumstances surrounding such claims, and the adjudicated outcome. (If applicable, must include an attachment.)
- 11) Has your company ever had a bankruptcy petition, arbitration demand, or lien filed against it in the previous seven (7) years? If so, please explain. (If applicable, must include an attachment.)
- 12) Has your company, any principal officers, or project managers had any criminal investigations or proceedings brought against them in the previous ten (10) years? If so, please explain. (If applicable, must include an attachment.)
- 13) Please attach a separate list of all employees who will be assigned to work on the project described herein and include any professional licenses or certifications they hold. (Must Include Attachment)

The respondent attests that the information included as attachments and responses are true and accurate as of the date of submission. Respondent also agrees by submission to allow the Purchasing Department to review or investigate any response contained herein. Failure to indicate or answer questions may deem the proposal non-responsive.

**FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT**  
**GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT FORM**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006, AS AMENDED BY**  
**THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, OCGA 13-10-90, ET SEQ.**

TO ALL PROSPECTIVE CONTRACTORS:

If you are providing services to Fayette County Public Schools, this completed document, as well as the applicable Georgia Security and Immigration Compliance forms and affidavits referenced herein must be completed, signed, notarized and submitted with your bid, proposal or contract.

Fayette County Public Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A., ~13-10-90 et seq. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA, P.L. 99-603 and the Georgia Security and Immigration Compliance Act of 2006, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. ~ 13-10-90 et seq. (collectively the "Act") the contractor ("Contractor") **MUST INITIAL** the statement applicable to Contractor below:

**INITIAL ONLY ONE CHOICE BELOW**

\_\_\_\_ (Initial here) Contractor represents and 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; and will continue to use the authorization program throughout the contract period. Contractor further represents, warrants and agrees that it 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. In accordance with the terms thereof; (Complete and submit the Contractor Affidavit and Agreement); **OR**

\_\_\_\_ (Initial here) Contractor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services, and that Contractor has therefore provided a U.S. state-issued Driver's license or ID card in lieu of an affidavit and that such license or ID card was issued by a State that verifies lawful Immigration status before issuing the license or ID card. If my status changes I will, before hiring any employees, immediately notify the School District in writing and provide all affidavits required under the Act; **OR**

\_\_\_\_ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia as defined in the Act and thus does not have to comply with foregoing Georgia law; **OR**

\_\_\_\_ (Initial here) Contractor is a foreign company and therefore not required to provide the affidavit as required by the Act. The Contractor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

USE OF SUBCONTRACTOR(S) and COMPLIANCE AS ABOVE

\_\_\_\_(Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, is authorized to use, and uses the Federal Work Authorization Program and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of labor as set forth at Rule 300-10-01 et seq.

\_\_\_\_(Initial here) Contractor covenants and agrees that, if Contractor employs or contracts with any Subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-02, then in such event Contractor will secure from each subcontractor at the time of the subcontract, the subcontractor's name and address, the employer identification number/taxpayer identification 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. (Complete and submit the Subcontractor Affidavit and Agreement)

\_\_\_\_(Initial here) Contractor agrees to provide Fayette County Public Schools with all affidavits of compliance as required by the Act 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 its receipt of any such documents.

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

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

DATE: \_\_\_\_\_

**FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT**  
**CONTRACTOR AFFIDAVIT PROVIDED PURSUANT TO O.C.G.A. § 13-10-91(b)(2)**

(Rev. 4/18/2019)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Fayette County Public Schools, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned contractor will contract for the physical performance of services in the performance of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), and that the contractor shall forward any subcontractor's affidavit to the School District within five (5) days of its receipt of the same.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**EEV User Identification Number** (4 to 6 Digit Number) \_\_\_\_\_  
**Date of Authorization** \_\_\_\_\_  
**Contractor/Company** \_\_\_\_\_  
**Email Address** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Name of Project** \_\_\_\_\_  
**Project Number** \_\_\_\_\_  
**Name of Public Employer** \_\_\_\_\_

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

**NOTARY INFORMATION**

Sworn to before me this \_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

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

Affix Notarial Seal Here

**FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT**  
**SUBCONTRACTOR AFFIDAVIT PURSUANT TO O.C.G.A. § 13-10-91(b)(3)**

(Rev. 4/18/2019)

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 has a contract with Fayette County Public Schools, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned subcontractor will contract for the physical performance of services in the performance of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b), and that the subcontractor shall forward any sub-subcontractors affidavit to the contractor and School District within five (5) days of its receipt of the same.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**EEV User Identification**  
**Number (4 to 6 Digit Number)** \_\_\_\_\_

**Date of Authorization** \_\_\_\_\_

**Subcontractor/Company** \_\_\_\_\_

**Email Address** \_\_\_\_\_

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

**Name of Project** \_\_\_\_\_

**Project Number** \_\_\_\_\_

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

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

**NOTARY INFORMATION**

Sworn to before me this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

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

Affix Notarial Seal Here



# Fayette County Public Schools Purchasing Department Contractor Insurance Requirements

*From General Terms and Conditions: Updated April 2021*

- 1) Duration of Insurance
  - a) All insurance required by the response shall be maintained during the entire length of the response, including any extensions, and until all service and work have been completed to the satisfaction of FCPS.
  - b) No respondent or subcontractor shall commence delivery, installation, or service of any kind under the response until all insurance requirements contained within the solicitation have been complied with and evidence supplied to FCPS.
- 2) Coverage as Additional Insured
  - a) FCPS shall be covered as an additional insured under all insurance required by the response. Confirmation of this shall appear on all certificates of insurance and all applicable policies.
  - b) FCPS shall be given no less than 30 days' notice of any insurance cancellation, changes, or renewals.
- 3) Provider Rating Standards
  - a) For the response, regardless of risk, companies providing insurance for respondents must have an [A.M. Best company rating](#) not less than "A" and be in a financial size category not less than Class IX.
  - b) Evidence of the current A.M. Best Company Rating may be required by including a copy of the rating page for the insurance company.
- 4) Failure to Comply
  - a) In the event the respondent neglects, refuses, or fails to provide the insurance as required by the response or if such insurance is canceled for any reason, FCPS shall have the right, but not the duty, to procure the same, and the cost, therefore, shall be deducted from money then due or thereafter to become due to the vendor or FCPS shall have the right to cancel the response.
  - b) Failure to comply with insurance standards may result in the respondent being declared in default and any resulting order, agreement, or contract canceled with no loss to FCPS.
- 5) Workers' Compensation Insurance Requirements
  - a) The respondent shall procure and maintain workers compensation and employer's liability insurance to cover every employee who is or may be engaged in work under the response in the limits listed below:
    - i) Bodily injury by accident - \$100,000 each accident
    - ii) Bodily injury by disease - \$100,000 each employee; \$500,000 policy limit
- 6) Commercial General Liability Insurance Requirements
  - a) The respondent shall procure and maintain comprehensive insurance in an amount not less than \$1,000,000 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:

- i) Commercial general liability
- ii) Premises operations
- iii) Completed operations
- iv) Contractual liability insurance (to cover breach of response)
- v) Personal injury

7) Broad Form Property Damage Coverage Requirement

- a) This coverage shall cover the use of all equipment, hoists, and vehicles on the site/sites not covered by automobile liability under the contract. Policy coverage must be on an occurrence basis.

8) Automobile Liability Coverage Requirements

- a) Automobile liability must include any auto, hired autos, and non-owned autos with a combined single limit of \$1,000,000.00 per occurrence. Aggregate must be a minimum of \$1,000,000.00.

9) Certificate of Insurance (COI)

- a) If requested, the respondent must provide a current COI before any work or service is performed on FCPS property conforming to the insurance guidelines contained herein, and any contained in solicitation special terms and conditions.

10) Liability

- a) Respondent shall be liable for any damage or loss to FCPS incurred in the completion of respondent's contract or obligations as a result of their response.
- b) Notwithstanding the foregoing, the liability herein shall be limited to \$10,000,000 and the respondent recognizes that the resulting agreement will receive consideration for indemnification provided herein.

11) Indemnification

- a) Respondent hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless members of the Fayette County School District, Fayette County Public Schools, and Fayette County Board of Education and its officers, agents, and employees (hereinafter collectively referred to as "Indemnities"), of and from all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this response, due to any act or omission on the part of the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf; or due to any breach of this response by the respondent; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf.
- b) This indemnification shall apply although the indemnities may be partially responsible for the situation giving rise to the claim.

- c) This indemnification shall apply even though a claim results in a monetary obligation that exceeds any contractual commitment.
- d) This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of indemnities.
- e) This indemnification extends to the successors and replaced assignees of the respondent, and this indemnification and release survive the duration of this response, the termination of this response, and the dissolution or, to the extent allowed by law, the bankruptcy of the respondent.

12) Hold Harmless Agreement

- a) Through the submission of a response or acceptance of an award, contract, order, or agreement the respondent shall hold harmless FCPS from all claims, suits, actions, damages, liability, and expenses 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 response.
- b) The respondent's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**Subcontracting**

1) Subcontracting Guidelines

- a) Except as may be generally or specifically permitted by the solicitation, the respondent shall not delegate, subcontract, assign, or otherwise permit anyone other than respondent personnel to perform any of the work and/or provide any of the services required of the respondent under this response or resulting contract or assign any of its rights or obligations herein. As such the following applies:
  - i) Consent of FCPS to use subcontractors must be obtained, which may be granted or withheld by FCPS at its sole discretion.
  - ii) The respondent must notify FCPS of all subcontractors used to fulfill the submitted response, including those contracted by their agents (such as delivery services).

2) Subcontractor Standards

- a) Subcontractors must meet all standards contained herein as well as those specific to the accompanying solicitation.