

SECTION 00102  
INSTRUCTIONS TO OFFERORS

1. Contractor's Qualifications: In order to be eligible to respond to this RFP, Contractors must pre-qualify as outlined in CCSD Board Administrative Rule FGC-R which is available on the CCSD website, [www.cobbk12.org](http://www.cobbk12.org) by selecting "Board" link then "Policies & Rules" link. Contractors must provide proof of previous job experience within 30% of the cost of this project.
2. Major Subcontractors: Major subcontractors will include (SPLOST to provide list of major subs for each project). **The names of these major subcontractors must be submitted with the RFP. The company information including addresses and their current projects similar to the scope of this project must be submitted no later than 10:00 AM the next business day after the RFP closing date.** Subcontractors list must be submitted with original proposal, if any subcontractors change during the evaluation process, the final list must be submitted with the Best and Final Offer (BAFO). Offeror(s) may be required, at the discretion of the Owner, to furnish evidence satisfactory to the Owner that his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner. If the Offeror is awarded the contract, the subcontractors proposed shall be the subcontractors that will perform the work (unless prior approval is obtained from CCSD). CCSD reserves the right to approve or reject subcontractors submitted by the offeror.
3. Introductory: This solicitation is a Request for Proposal (RFP) and is a "competitive sealed proposal" process made pursuant to O.C.G.A. § 36-91-21(c). The contract will be awarded to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Cobb County School District (CCSD), taking into account the factors set forth in this RFP. In order to be entitled for consideration, proposals must be made in accordance with the following instructions as scheduled in the Request for Proposal, at which time and place the proposals will be received. The Owner reserves the right to reject any or all proposals and to waive technicalities and informalities. See Request for Proposal Invitation for proposal due date and time for the location of proposal submittal. Offerors must comply with CCSD Board Administrative Rule FGC-R. Failure to comply with all instructions may be cause for rejection of the proposal.
  - A. All proposals must be received by the date and time set in the Request for Proposal Invitation. The proposals will then be opened and evaluated by a committee based on the evaluation factors discussed in the Proposal Documents. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. If a contract is not awarded based on the initial evaluation, the committee may afford offerors an opportunity for discussions, negotiations and revisions of their proposals. If an offeror's proposal is not evaluated as being within the competitive range, the offeror and its proposal will be excluded from further evaluation.
  - B. The committee will evaluate the quality and completeness of each response as it addresses each requirement of the RFP. All non-cost related areas of the response are evaluated during this phase. A list of areas being reviewed for this specific RFP, along with the associated point values is included in the Evaluation Plan below. The committee may in its sole discretion and in the course of the evaluation request presentation(s)/demonstration(s) with one or more selected offerors. Responses must satisfactorily meet other requirements before cost is evaluated.
  - C. Responsible offerors who are within the "competitive range" and have submitted proposals that are considered to have a reasonable chance of being selected for contract award may be given an opportunity to participate in discussions, negotiations, and revisions related to their proposals. The evaluation committee will not disclose the contents of an offeror's proposal to another offeror. At the conclusion of discussions, negotiations, and revisions, best and final offers (BAFOs) may be solicited from the responsible offerors.
  - D. The committee will select the proposal that is the most advantageous to CCSD based on the evaluation factors in the Proposal Documents. The selection will then be presented to the Cobb County School Board for its approval. If approved by the Board and other matters (insurance, bonds, etc.) are settled, a contract will be awarded.

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4. The Owner of the proposed work is:  
**Cobb County School District**  
**514 Glover Street**  
**Marietta, GA 30060**
5. The title of the Work will be as indicated in the Request for Proposal Invitation.
6. Architects and Engineers: The Architect of record or his authorized representative, and the consulting engineer(s) whose seal(s) occur on the Construction Documents will administer the construction contract.
7. Submission of Proposals: Proposals will consist of a Cost Section and Non-Cost Section. The proposal cost form must be submitted separately from the rest of your response. One original of the proposal Cost Section **must be submitted in a separate sealed envelope** labeled with the following: Project Name and RFP Number, Company Name, and Cost Proposal. One original along with **6 (six)** sets of all documents related to the Non-Cost Section must be submitted in a sealed envelope labeled with the following: Project Name and RFP Number, Company Name, and Non-Cost Proposal. All submissions must be delivered to the Cobb County School District, Procurement Services Department, 6975 Cobb International Blvd., Kennesaw, GA 30152, Attn: Name of Procurement contact. Proposals will not be accepted from entities that are currently on any State of Georgia "Debarred, Suspended or Ineligible" list.

Offerors are instructed to read all terms, conditions and specifications as set forth in the Request for Proposal carefully. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected by CCSD. Each offeror is required to furnish all information requested in the Request for Proposal.

Offerors are to specify the Base Proposal Price and Alternate amounts in both words and figures. If there is a discrepancy between the amounts written in words and those written in figures, the amounts written in words shall govern.

**Additionally, CCSD requests that all responses be submitted in electronic form via flash/thumb drive or CD. PDF format is acceptable unless otherwise stated in the Special Terms and Conditions.**

**The following is a list of items that should be included in the response and may be used in the evaluation as detailed in the Evaluation Plan. This list is intended to aid in preparation and submission of offeror's response. It may not be all-inclusive. Responsibility rests upon the offeror to ensure all information requested is provided.**

- A. **Factors 1 through 4 as outlined in the Evaluation Plan.**
  - B. **Georgia Security And Immigration Compliance Act Affidavits**
  - C. **Non-Collusion Affidavit**
  - D. **Bid Bond with Certificate of Power of Attorney**
  - E. **References**
8. Documents: Proposal Documents may be reviewed at the Office of the Architect and at the CCSD Procurement Services Department.
  9. Addenda: Any addendum issued prior to the time the proposal is due shall be covered in the proposal response and, in closing the Contract, they shall become a part hereof.
  10. Interpretation: No oral interpretations will be made to offerors as to the meaning of the proposal documents. Written inquiries are to be directed to Name of Procurement contact, as indicated on the Request for Proposal Invitation. Email is the preferred method of communication. Only written questions received via U.S. mail, email, or facsimile no later than the date and time specified in the Request for Proposal Invitation will be considered, and failure on the part of the successful offeror to do so shall not relieve him, as a contractor, of the obligation to execute such work in accordance with a later interpretation by the Architect. All the interpretations made to the offerors shall be made

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in the form of addenda and/or answers to written questions to the Drawings and Project Manual and will be posted to the CCSD website.

11. The CCSD Procurement Services Department's Purchasing Regulations are hereby acknowledged, understood and agreed to by the parties and are hereby fully incorporated into this Request for Proposal and the resulting Proposal Contract. Refer to the CCSD Procurement Services web site for the complete Purchasing Regulations. Go to [www.cobbk12.org](http://www.cobbk12.org). From this screen select "**Departments**", choose "**Procurement Services**" and find the link to CCSD "**Purchasing Regulations**".
12. Communications with CCSD Staff
  - A. All communications concerning these documents must be submitted in writing to the Cobb County School District (CCSD) Procurement Services Department either by email, facsimile, or U.S. mail. Email is the preferred method of communication. Email correspondence is to be directed to Name of Procurement contact at [name.lastname@cobbk12.org](mailto:name.lastname@cobbk12.org). Fax correspondence is to be sent to (770) 426-3371. Correspondence sent by U.S. mail is to be sent to CCSD Procurement Services Department., 6975 Cobb International Blvd., Kennesaw, Georgia 30152, Attn: Name of Procurement contact.
  - B. No response, other than written, distributed by the Procurement Services Department will be binding upon CCSD. The Procurement Services Department may call upon User Departments for clarification in their area of expertise.
  - C. From the issue date of the Request for Proposal until the completion of the Notice of Award, all communication regarding these documents must be authorized by the Procurement Services Department, including but not limited to communications with Cobb County School District system employees and/or contracted agents related to the Request for Proposal. Violation of this provision may result in rejection of the offeror's response.
  - D. It is the offeror's responsibility to check the Current Solicitations page on the Cobb County School District website for any responses to questions or other communications which may be necessary during the solicitation period. The web address is <http://www.cobbk12.org/centraloffice/Purchasing/CurrentSolicitations.aspx>. Addenda, while posted on the website, will also be distributed to all current, paid plan holders.
13. Additional Terms: The CCSD shall not be bound by any terms and conditions included in any offeror'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. If the offeror objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the proposal immediately after the executive summary. If the objection is accepted by CCSD it will be stated in the contract. If not stated in the contract the terms and conditions shall remain as written in the solicitation.
14. Evaluation of Proposals: Proposals will be evaluated as outlined in the Evaluation Plan, which is included in this document.

**INSTRUCTIONS TO OFFERORS**15. Bond Requirements:

- A. A bid bond (A.I.A. Document A310) payable to the Cobb School District in the amount equal to 5% of the proposal price, must be submitted with the proposal. The bid bond shall be executed by a surety company, licensed to do business in the State of Georgia listed in the Department of the Treasury Circular 570, latest revision. **The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions of the AIA A-201, 2007 and/or the Request for Proposal.** No company, regardless of the size or financial rating, will be allowed to write its own bond. CERTIFIED OR CASHIER'S CHECKS WILL NOT BE ACCEPTED IN LIEU OF A BID BOND. The surety company issuing the bid bond must be the same company that the contractor used in their qualification.
- B. A Performance Bond and Labor and Materials Payment Bond satisfactory to the Owner each in the amount of 100% of the contract sum will be required of successful offeror to guarantee delivery of completed work under contract and payment for labor and materials. These bonds shall be written on the modified A.I.A. Document A-311, 1970 ED, which is included in the project manual. No company, regardless of size or financial rating, will be allowed to write its own bonds. **The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions.** Bonds must be accompanied by letter stating bonding company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.
- C. Bonding of Subcontractors: Include in the Base Proposal, Performance and Labor and Materials Payment Bonds, each in the amount of 100% of the subcontract sum, for each Subcontractor having a contract of \$50,000.00 or more for Roofing, HVAC, Plumbing, Sprinkler System and Electrical work. **The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions.**
- D. Bid Surety Bond and Performance and Labor and Material Payment Bonds must be accompanied by a Certificate of Power of Attorney showing that the party who executed the bonds is authorized to do so by the surety company.

16. Contract Award: Cobb County School District reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all proposals and to waive technicalities and informalities. The Owner reserves the right to accept or reject additive alternates in any order that is in their best interest, deductive alternates will be accepted in the numerical order that they appear on the proposal documents. Proposals which contain irregularities or qualifications of any kind or which do not comply with the Contract Documents are subject to being rejected and returned to the offeror without having been read and entered in the proposal tabulation.

17. Contract Form: The form of Agreement will be AIA Document A101- 2007 edition, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, and the form of General Conditions will be AIA Document A201-2007 edition, General Conditions for the Contract of Construction, in each case as modified by Owner. The agreement form will be prepared by the Architect for the Owner and issued to the Contractor for execution and returned to the Owner for signature. Executed bonds and insurance certificate must be submitted to the Owner by the Contractor within ten (10) days of the date of the Notice of Award.

18. Samples: If required by the Owner, the successful offeror will submit samples of items they propose to furnish before any award is made.

19. Pre-proposal conference: A pre-proposal conference may be held at a date and location to be announced in the Request for Proposal Invitation.

20. Inspection and Testing for Asbestos Content of Building Materials:

**NOTICE!**

Building materials which are scheduled to be incorporated into the work under the agreement shall first either be certified by the Manufacturer to be asbestos free or be inspected and tested by accredited parties and certified to be free of asbestos content in accordance with by EPA, AHERA, and 1982 School Rules.

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"Asbestos" means the Asbestiform varieties of: Chrysotile (Serpentine), Crocidolite (Riebecrite), Ammosite (cummingtonite-grunerite), Anthophyllite, Tremolite and Actinolite.

Materials shall not be incorporated into the work prior to the receipt of either manufacturer certification or accredited laboratory test results indicating the building material is asbestos free. Copies of the test reports shall be furnished to the Owner and the Architect.

The Owner reserves the right to inspect and take samples at random at the job site. Materials containing asbestos shall be removed immediately at the Contractor's expense using current EPA protocol for the removal of asbestos containing materials.

21. Fees: The Owner will pay for Sewer Impact Fees, Water Tap Fees, and Water Meter Fees for work performed by the Cobb County Water Department. The Contractor will pay for all remaining work. Costs for temporary water, gas, telephone and power services will be paid for by the Contractor. The owner will pay for utility costs starting on the date of Substantial Completion.
22. Work in existing buildings: The contractor shall, at no additional cost to the Owner, remove, store and reinstall existing furniture, fixtures and equipment required to be moved to accomplish the work.
23. Asbestos Containing Materials (ACM) in Existing Buildings: When building materials containing asbestos are present in areas of the existing building to be renovated, and it is necessary to remove those materials to accomplish the work, and those materials are identified in the Project Manual, or on the Drawings, the contractor shall remove and dispose of the material in accordance with requirements of the governing authorities, at no additional cost to the Owner. If the presence of the (ACM) is not identified in the documents, the Contractor shall proceed as provided in Article 10 of the General Conditions.
24. Background Checks: CCSD requires vendor to perform background checks on any employee or sub-contractor who will be working on the CCSD property (delivery personnel excluded). A Comprehensive criminal history background check to include both GCIC and NCIC is required on each applicant assigned to CCSD. Minimum findings that warrant exclusion include:
  - A. Any felony conviction
  - B. Any drug conviction
  - C. Any crime against children
  - D. Any sex-related conviction

Background checks must be provided to the CCSD Human Resources Department upon request by the CCSD.

Please note: It is preferred that all necessary checks be completed prior to employee beginning work. If business demands warrant assignment before the check is completed, then it is acceptable for employee to begin assignment as long as the background check is in progress and the application for employment does not list offenses of any type. CCSD must be informed of any employee assigned without completed background check and the results must be on file within 30 days.

25. Conflict of Interest: Please refer to Board Policy, BHA, Conflict of Interest, located on the Cobb County School District website at [www.cobbk12.org](http://www.cobbk12.org) under "Board", then "Policies & Rules".
26. Georgia Security and Immigration Compliance Act OCGA 13-10-90: Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation the Georgia Security and Immigration Compliance Act as amended, O.C.G.A. §13-10-90, O.C.G.A. §13-10-91, and Georgia Department of Labor Rule 300-10-1, *et seq.* is a condition to the bid proposal and contract. Contractors are required to affirm compliance by completing and returning the Georgia Security and Immigration Compliance Documents with Contractor's response.

# **EVALUATION PLAN**

**Cobb County School District**

**Request for Proposal 09-18**

**Osborne High School Rebuild**

**February 14, 2018**

This Evaluation Plan is intended for the evaluation of Cobb County School District Request for Proposal (RFP) 09-18, Osborne High School Rebuild. A committee comprised of representatives from SPLOST Management and Procurement Services will evaluate the proposal responses on the basis of the evaluation criteria set forth herein, which include both non-cost and cost factors. Cost will not be the sole determining factor in the award.

The committee will evaluate the proposals in a multi-stage process. In the first stage, the committee will evaluate the non-cost criteria (i.e. Factors 1-4). The non-cost criteria will be evaluated for quality and completeness and to ensure that all mandatory requirements of the RFP are addressed satisfactorily. All non-cost related areas of the response are evaluated during this phase. The information pertaining to the non-cost factors may be obtained from the A-305 and/or any other documentation submitted with contractor's proposal. A clear and detailed response in each area is expected in order for a thorough and accurate evaluation of the RFP to occur. The committee may request additional clarification/information from the responding contractor(s). Failure to organize responses in required format may affect evaluation scores. Any proposals that do not include all required information may be considered non-responsive and disqualified.

Factors being considered for the evaluation criteria of this specific RFP, along with their associated point values are listed below. Failure to address these areas in your response will result in lower non-cost scoring. Offeror must reference each section as listed below in their proposal.

**1) FACTOR 1, PROJECT APPROACH**

Offeror's understanding of the project in terms of constructability, overall project scope and proposed schedule. Topics considered in this category include but are not limited to:

- A. Describe the methodology and approach that will be used to complete this project.
- B. Provide details of an established safety program including EMR rating.
- C. Provide a project-specific detailed construction schedule along with a logistics plan that indicates project will achieve substantial completion by required date.

**2) FACTOR 2, EXPERIENCE OF PROPOSED PROJECT TEAM**

Provide resumes outlining the qualifications and experience of proposed Project Manager, Superintendent and other key personnel who will be assigned to this project. Include project lists for each team member, including their roles on the project for the past three years. Indicate if experience is with a different employer.

**3) FACTOR 3, OFFEROR OVERVIEW**

Company History, Bonding Capacity, Financial Statements (for the 3 most recent years), Defaults (past 3 years), and Litigation (past 3 years). This information will be obtained from the AIA A-305 submitted with your proposal.

Topics considered in this category include but are not limited to:

- A. CCSD's experience with offeror, if applicable.
- B. Offeror demonstrates appropriate experience in K-12 education projects
- C. History of working with public entities on projects of a similar scope
- D. Offeror's background and history in the local area indicate stability and the potential to successfully perform this contract for the duration of the program and during the warranty period

- E. Offeror's company organization and structure
- F. Offeror's financial statement indicates a strong and stable financial condition and ability to perform successfully
- G. Previous defaults indicating lack of ability to successfully perform contract

**4) FACTOR 4, COST**

Components in cost to include:

- A. Offeror's lump-sum cost of construction and related services together with requested unit pricing.
- B. The cost used for evaluation will be based on acceptance of all alternates, if alternates are requested in the RFP documents. CCSD reserves the right, once the highest scoring offeror is determined, to select alternates that would allow the project to stay within budget.

**Scoring of Evaluation Criteria Factors (points may vary per project)**

#	Description	Points Possible
1.	Project Approach	100
2.	Experience Of Proposed Project Manager And Superintendent	75
3.	Offeror Overview	175
	<b>Non- Cost Subtotal</b>	<b>350</b>
4.	Initial Cost	150
	<b>TOTAL</b>	<b>500</b>

The non-cost component of proposals (total of factors items 1 – 4) can receive a maximum of 350 points out of 500 points possible. Cost will be scored for only those proposals that receive 70% or more of total non-cost points (245 or more points).

In the second stage, the proposals which received 70% or more of the total non-cost points will have their cost evaluated. The Cost Evaluation Formula: (Lowest Price/R-where "R" represents the cost of proposal currently being ranked) x Points = Score. The scores on the non-cost and cost criteria will then be combined to determine vendors within the competitive range.

During the third and final phase, a short list of offerors may be selected. Negotiations, interviews, and/or presentations may be conducted with one or more of the responsible contractors on the short list. The evaluation committee may evaluate the information obtained during this phase and provide a score for this category.



#	Description	Points Possible
	Non-Cost Score	350
	Initial Cost	150
	Contractor Interviews/Presentations, if applicable	100
	<b>TOTAL</b>	<b>600</b>

After the second and/or third phase(s), the contractors in the competitive range and/or short list will then be given the opportunity to submit a best and final offer ("BAFO") cost. A final score for each contractor will be computed based upon replacing the "Cost" category score with scoring based upon the BAFO Cost. BAFO Cost Evaluation Formula: (Lowest Price/R-where "R" represents the cost of proposal currently being ranked) x Points = Score.

#	Description	Points Possible
	Non-Cost Score	350
	BAFO Cost	150
	Contractor Interviews/Presentations, if applicable	100
	<b>TOTAL</b>	<b>600</b>

After tabulation of the final scores, a selection will be made.

**REFERENCES (Provide your company references):** \_\_\_\_\_,

*Insert Your Company Name*

*Date Submitted*

All responding contractors have provided references with their prequalification statement. However, CCSD has the right to contact additional references. Please provide those references on the form below. It is the contractor's responsibility to provide complete and accurate information, completing ALL fields. Failure to do so can result in CCSD being unable to verify past work and to determine whether the contractor is responsive and responsible. Do not list CCSD as a reference, however CCSD reserves the right to consider its own past experience(s) with contractor.

Company/Entity:			
Address:			
Telephone:		Fax:	
Contact:		Contact Email:	
Name of Project/Scope of work/Delivery Method			
Project Cost		Project Dates	
Architect Name/Company:			
Architect Phone:		Architect Email:	

Company/Entity:			
Address:			
Telephone:		Fax:	
Contact:		Contact Email:	
Name of Project/Scope of work/Delivery Method			
Project Cost		Project Dates	
Architect Name/Company:			
Architect Phone:		Architect Email:	

Company/Entity:			
Address:			
Telephone:		Fax:	
Contact:		Contact Email:	
Name of Project/Scope of work/Delivery Method			
Project Cost		Project Dates	
Architect Name/Company:			
Architect Phone:		Architect Email:	

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

**END OF SECTION**

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

TO ALL PROSPECTIVE CONTRACTORS:

If you are providing services as defined on the previous page, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid.

- 1) The Cobb County School District shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act OCGA 13-10-90 et. seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, OCGA 13-10-90 et. seq., (collectively the "Act") the Contractor ("**Contractor**") **MUST INITIAL** the statement applicable to Contractor below:
  - (a) \_\_\_\_\_ (**Initial here**) Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq; OR
  - (b) \_\_\_\_\_ (**Initial here**) Contractor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver's license or ID card in lieu of an affidavit if, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the District in writing and provide all affidavits required. (Complete the Affidavit of No Employees); OR
  - (c) \_\_\_\_\_ (**Initial here**) Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.
- 3) \_\_\_\_\_ (**Initial here**) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides 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 300-10-1-.01 et.seq.
- 4) \_\_\_\_\_ (**Initial here**) Contractor 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, that Contractor will secure from each subcontractor at the time of the contract the subcontractor's name and address, the employee-number applicable to the subcontractor, the date the authorization to use the federal work authorization program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 5) \_\_\_\_\_ (**Initial here**) Contractor agrees to provide the Cobb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08 within five (5) business days of receipt.
- 6) \_\_\_\_\_ (**Initial here**) Contractor is a foreign company and therefore not required to provide the affidavit as required by O.C.G.A. § 13-10-90 *et seq.* Contractor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

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

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

- (1) The individual, firm, or corporation ("**Contractor**") which is contracting with the Cobb County School District has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (2) Contractor's correct user identification number and date of authorization is set forth herein below.
- (3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Cobb County School District, unless at the time of the contract said subcontractor:
  - (a) is registered with and participates in the federal work authorization program;
  - (b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
  - (c) agrees to provide Contractor with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

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

- (4) Contractor further agrees to and shall provide Cobb County School District with copies of all other affidavits or other applicable verification received by Contractor (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

\_\_\_\_\_  
*EEV/Basic Pilot Program User Identification Number*  
Note: Should be a 4 to 6 digit **number**.

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

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

\_\_\_\_\_  
*Company Name / Contractor Name*

BY: \_\_\_\_\_  
*Signature of Authorized Officer or Agent*

\_\_\_\_\_  
*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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*

**SUBCONTRACTOR AFFIDAVIT**

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

- (1) The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor), which has a contract with the Cobb County School District.
- (2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (3) Subcontractor's correct user identification number and date of authorization is set forth herein below.
- (4) Subcontractor agrees that the Subcontractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Cobb County School District, unless said subcontractor:
  - (a) is registered with and participates in the federal work authorization program;
  - (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
  - (c) agrees to provide Subcontractor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

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

\_\_\_\_\_  
*EEV/Basic Pilot Program User Identification Number*

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

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

\_\_\_\_\_  
*Company Name / Sub-contractor Name*

\_\_\_\_\_  
*BY: Signature of Authorized Officer or Agent (of Subcontractor)*

\_\_\_\_\_  
*Date*

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

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

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

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*

**AFFIDAVIT OF NO EMPLOYEES**

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

- (a) I am a sole proprietor.
- (b) I do not employ any other persons.
- (c) I do not intend to hire any employees to perform the Contract.
- (d) A true, correct and complete copy of my driver's license is attached hereto.
- (e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then before hiring any employees, I will:
  - (i.) immediately notify the School District in writing; and
  - (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
  - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

\_\_\_\_\_  
*Print Company Name / Name of Sole Proprietor*

\_\_\_\_\_  
*BY: Signature of Authorized Officer/Agent*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*

***[Attach copy of driver's license]***

DOCUMENT 00480  
NON-COLLUSION AFFIDAVIT

1.01 GENERAL

- A. The Non-Collusion Affidavit shall be executed by offeror and submitted with the proposal.
- B. Failure to submit this affidavit, filled out and signed in its entirety, shall result in the proposal being deemed non-responsive.

State of Georgia  
County of \_\_\_\_\_ SS

\_\_\_\_\_, being first duly sworn, deposes and says that he or she

(Name of person signing Offer)

\_\_\_\_\_ of \_\_\_\_\_ is the party making the  
(Title of Signer) (Name of Licensee Proposing)

foregoing proposal, the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the offer is genuine and not collusive or sham; the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or anyone shall refrain from proposing; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, the offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, offer depository, or to any member or agent thereof to effectuate a collusive or sham offeror.

Offeror Name \_\_\_\_\_

Name as it appears on Business License

Check One:

IRS Employers Identification Number: \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Ownership \_\_\_\_\_  
Corporation \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

“The signature below binds offeror to all the stated conditions and offeror certifies under penalty of perjury under the laws of the State of Georgia the foregoing is true and correct.”

By \_\_\_\_\_  
Print Name Signature and Title

(Affidavit shall be signed in cursive by offeror or an authorized representative of offeror. Do not type or use rubber stamp.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)**  
**[Failure to submit this form shall render the proposal non-responsive]**

## Vendor Payment Questionnaire

1. What type of payments do you accept? (Check all that apply.)

- a. Check
- b. Automated Clearing House (ACH)
- c. Wire Transfer
- d. Procurement Card
- e. Credit Card (to pay invoices)
- f. ePayables (type of credit card to pay invoices)

2. For any type of payment not checked in question 1, would you consider it as an option?

Yes  No

3. If you responded yes to question 2, which type(s) would you consider?

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4. Do the prices submitted include all costs associated with various type of payments?

Yes  No

5. If you responded no to question 4, what associated costs would be added to the price(s)?

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6. Comments: \_\_\_\_\_

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