

REQUEST FOR QUOTATION CONSTRUCTION PROJECTS
\$50,000 - \$99,999

DATE:

TO: All Contractors

FROM: FCS Capital Program Contracts Department

RE: **Request for Sealed Quotation (RFSQ), Number and Title**

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

This is a Request for Sealed Quotation (RFSQ), this is a request for pricing for the services being requested in accordance with Fulton County Schools purchasing procedures DJE. Acceptance of this offer will be made by Fulton County Schools by issuance of the Quote Acceptance Form attached in this document.

Sealed Quotations will be received subject to the attached terms specified in "Quotation Conditions", by the FCS Capital Program Contracts Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Quotations will be received up to 4:30 p.m. local time (as per the FCS Capital Program Contracts Department time clock) on _____.** Sealed quotations **WILL NOT** be opened publicly.

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FOR

REQUEST FOR QUOTATION NO. _____

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QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

1. INTRODUCTION

- a. To be entitled to consideration, sealed quotations shall be prepared in accordance with the following instructions and must be received in duplicate in the office of the FCS Capital Program Contracts Department, 5270 Northfield Boulevard, College Park, Georgia 30349, not later than the date and time set forth in the “Request for Sealed Quotation”.
- b. Quotations received after the date and time specified will not be considered.
- c. The Owner reserves the right to reject any or all quotations. The judgment of FCS on such matters shall be final.

2. OWNER

The owner for whom work will be executed is:

Fulton County Schools, Georgia hereinafter “FCS”

3. QUOTATIONS

- a. All Quotations shall be printed in ink or typewritten. No erasures 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 quotation.
- b. Specifications used are intended to be open and non-restrictive. Contractors are invited to inform the FCS Capital Program Contracts Department whenever specifications or procedures appear not to be fair and open.
- c. By submitting a quotation, the contractor warrants that services supplied to the FCS meet or exceed specifications set forth in this solicitation, except as may be otherwise noted in contractor’s exceptions.
- d. All supplies, materials, and equipment provided to FCS must be new and in first-class condition unless the solicitation specifically allows for 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. Delivering any such equipment to FCS will be deemed to have breached its requirement of the quotation, and appropriate action will be taken by the FCS Capital Program Contracts Department.
- e. A responsive contractor shall submit with his quotation, in the space provided on the solicitation for quotation schedule, alternate proposals stating the additions to, or deductions from, the base quotations lump sum amount for substituting, omitting, adding, changing or altering materials, equipment, or construction from that shown within the

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

documents. Include the alternate price, the cost of all work, including modification of other related items, overhead and profit.

- f. Time of delivery is a part of the solicitation and an element of the purchase order that is to be awarded. If the contractor cannot meet the required delivery date, a quotation 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.
- g. The Quotation shall be signed by an authorized officer of the company.
- h. Telephone or fax quotations in lieu of this form will not be accepted.

4. FAILURE TO SUBMIT A QUOTATION

If a quotation is not submitted, the solicitation is to be returned marked “No Quotation”. Failure to provide a quotation or “No Quotation” 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. These taxes shall not be included in quotation. However, in the event taxes are required by state or federal law for the services or products outlined in this quotation, such taxes shall be the sole responsibility of the person or firm unless otherwise stated in writing and agreed to by FCS.

6. CHARGES AND EXTRAS

Quotations 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 quoting and is in doubt as to the meaning of any part of these documents, he may request an interpretation. This shall be submitted via email to _____ or faxed to _____.

8. AMENDMENT

Oral interpretations will not be made as to the meaning of any part of the solicitation documents. Interpretations will be made by written amendment only. FCS will not be responsible for any other interpretations or explanations.

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

9. QUOTATION SCHEDULE

Quotation prices and all related correspondence shall be submitted on the Sealed Quotation Schedule furnished by the Fulton County Schools Capital Program Contracts Department. Extra copies of the solicitation documents are available from the FCS Capital Program Contracts Department.

Quotations shall be submitted in a sealed envelope addressed to the FCS Capital Program Contracts Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349, plainly marked as a quotation (nomenclature, date and time of Quotation submission, and the solicitation number to be on quotation envelope submitted) for the work as set forth in the Request for Sealed Quotation.

Contractors shall quote on all alternates shown on the quotation schedule. The acceptance of any or all alternates will be at the sole discretion of FCS with no reference to numerical sequence.

10. EXAMINATION OF SOLICITATION DOCUMENTS

Contractors are notified that they must thoroughly examine the solicitation documents which may include: Cover Sheet, Table of Contents, Quotation Conditions, Specifications, Quotation Schedule, Drawings, and Technical Specifications, together with any and all amendments thereto issued prior to the receipt of the solicitation.

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 quotation submission. Other protests shall be filed not later than three (3) working days after quotations are submitted, or if the protest is based on subsequent action of FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the FCS Capital Program Contracts Department. Protests which are not filed in a timely manner, as set forth above will not be considered.

13. PURCHASING POLICY

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

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

1. QUALIFICATIONS

Contractors may be required by the Owner, before Contract Award, to document that they are “responsible” contractors to the complete satisfaction of the Owner. They may thus be required to show that they have the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. FCS shall have the absolute right to determine contractor responsibility and responsiveness to this solicitation.

2. CONTRACT AWARD

The contract notification letter or establishing purchase order prepared by the Fulton County Schools, or otherwise furnished to the successful contractor within the time for acceptance specified, results in a binding contract (which includes the solicitation and the contractor quotation) 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. TIE QUOTATION

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

4. REJECTION OF A QUOTATION

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a quotation or removal from the list of contractors.
- b. Quotations will be rejected if:
 - 1.) The acceptance period for this solicitation is LESS than 30 days.
 - 2.) The contractor fails to submit requested samples within the time specified by FCS.
 - 3.) The Quotation contains a minimum dollar value (unless called for in the solicitation).
 - 4.) The Quotation contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
 - 5.) The Quotation contains provisions for late charges whether designated as interest charges or otherwise.
 - 6.) The Quotation fails to include all appropriate elements of all addenda issued to the solicitation.

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

- 7.) The Quotation contains terms and conditions which are in conflict with the solicitation or FCS procedures, or that otherwise may be construed as qualifying the Quotation.
- 8.) The Quotation does not meet the terms and conditions of the solicitation or imposes terms and conditions not acceptable to FCS.

5. DISCOUNTS

Award will be made on the basis of the net unit price or the net price. When submitting 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 contractor 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.

6. AWARD

- a. The award of the contract shall be made to the lowest responsive and responsible contractor 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 quotation, whichever is in the best interest of FCS.
- c. Contractors agree that their quotations are subject to acceptance at any time within 30 days after submitting, unless otherwise stipulated in the solicitation.
- d. FCS may accept or reject any or all quotations or parts of quotations and may waive informalities, technicalities and irregularities. The judgment of FCS on such matters shall be final.
- e. The solicitation (including all amendments), quotation, and contract notification letter or establishing purchase order, attachments (either attached there or by reference), shall constitute the entire binding contract on the terms set forth therein, and such contract is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.
- f. All correspondence, including Notices of Awards and Purchase Orders, will be sent to the address appearing on the contractor's quotation.

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

7. ADDITIONAL TERMS

FCS shall not be bound by any terms and conditions included in any contractor'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 contract.

8. QUOTATION GUARANTEE (Commonly known as a Bid Bond)

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

The quotation 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.

Failure of the low contractor(s) who is responsive and responsible to execute the contract or purchase order and/or to supply the required documents (bonds and insurance) within the time frame specified or within such extended period as the FCS may grant (at its sole discretion), shall constitute a default. In the event of a default, FCS may award the contract to the next low contractor who is responsive and responsible, or re-solicit, whichever is in the best interest of the FCS.

The FCS may also charge the defaulting contractor with the difference between the amount of its quotation and the amount for which the contract for the work is subsequently executed.

The quotation bond and the monies payable thereon will be paid at option of the Owner into funds of the FCS as liquidated damages if contractor fails or refuses to execute and return to the FCS the required insurance certificates, performance and payment bonds within ten (10) days of the Notice of Award.

9. PERFORMANCE AND PAYMENT BONDS

The selected contractor 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.

These bonds will be furnished as security for the faithful performance of the work as specified in this solicitation, 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 the Owner, and guaranteeing the work included in the contract against faulty materials or poor workmanship, or both, for one (1) year after final acceptance of the work by the Owner. All performance bonds and payment bonds provided by the selected contractor shall be accompanied by an affidavit from the selected contractor that an

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

investigation has been made and that the surety is licensed by the Commissioner of Insurance to do business as an insurance company in 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 contractor 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 award letter. The surety shall appoint an agent for service in Atlanta, Georgia, upon whom all notices shall be shown on each bond.

The person 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 said surety.

The construction contract and/or purchase order will not be executed by Owner until after the receipt and approval of the bonds by the Owner.

If, at any time after the execution of the contract and/or purchase order, the surety has been determined to be unsatisfactory by the Owner, the Owner shall have the right to require new bonds by issuing a notice to contractor that the surety on the bonds is unsatisfactory to FCS. Failure of the contractor to provide replacement performance and payment bonds, issued by a surety that is found to be satisfactory to the Owner shall constitute a default under this paragraph.

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

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

10. ATTORNEY-IN-FACT

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

11. REVISION OR WITHDRAWAL OF A QUOTATIONS

A Quotation may be revised or withdrawn by the contractor prior to the Quotation submission date and hour with the permission of the FCS Capital Program Contracts Department. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the quotation not resulting from negligence and the mistake is clearly ascertainable.

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SECTION II – CONTRACT AWARD

12 FUNDS

Award will be made at the option of the Owner, to the lowest responsive and responsible contractor or contractor meeting specifications within appropriated funds available. If the “base” quotation exceeds funds available, award will be made to the responsive and responsible contractor, whose base quotation, when reduced by deductive alternates as shown in the solicitation, is in concert with funds appropriated for the project.

13. QUOTATION ALTERNATES

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

- a. Deductive alternates may be used to reduce the base quotation; however, they shall be prioritized and exercised in numerical sequence as used in the quotation documents. Hence, the most important work must be omitted last.
- b. Additive alternates shall not be used to determine the low quotation. Low quotation shall be determined on the base quotation 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 quotation has been declared.

14. INSURANCE

The contractor shall be responsible from the time of its receipt of the contract award, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contract 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 assumes the obligation to hold the Owner harmless and to indemnify the Owner 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 either:

- 1) Directly or indirectly employed by; or
 - 2) Under their supervision in the prosecution of the work included in the contract.
- A. The minimum requirements of the Contract Documents 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

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

has been completed to the satisfaction of Fulton County Schools. Any and all insurance must be on an occurrence basis.

No contractor or subcontractor shall commence any work of any kind under this contract until all insurance requirements contained within this contract have been complied with and until evidence of all insurance requirements in each and every contract with each and every sub-contractor of any tier and shall require the same to comply with all such requirements.

- 2) The Owner shall be covered as an Additional Insured under any and all insurance required by the contract documents. Confirmation of this requirement shall appear on all certificates of insurance and on any and all applicable policies.
- 3) The Owner shall be given not less than thirty (30) days notice of the cancellation of any insurance required by the contract documents.

The Owner shall be given not less than thirty (30) days prior written notice of any material change of any insurance required by this contract document. The Owner 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 documents.

- 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 to the contract or as required by the contract documents and 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 currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- 5) Any and all companies providing insurance required by the contract documents 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 Documents 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 VIII.

- 6) In the event the Contractor neglects, refuses, or fails to provide the insurance required by the contract documents, or if such insurance is cancelled for any reason, 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 FCS shall have the right to cancel the contract.

QUOTATIONS CONDITIONS

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	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The contractor shall procure and maintain Comprehensive 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. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The contract shall procure and maintain 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.

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

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 of the Comprehensive General Liability coverage required under this contract.

E. Hold Harmless Agreement

The contractors 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.

15. COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor shall be required to commence the work as required by the contract documents within ten (10) days after its receipt of a written Notice to Proceed from the Owner, and to prosecute the work with competence, faithfulness and energy and to complete the work within the time stipulated in the Special Conditions. 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.

16. PROGRESS REPORTS

The contractor shall furnish all reports required by Owner.

17. 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).

18. ASSIGNMENT

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

19. COST OF INSPECTION OR TESTING

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

20. PAYMENT

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

Payment may be made for a single line item when it has been satisfactorily delivered complete; 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).

21. TERMINATION FOR CONVENIENCE

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

22. TERMINATION FOR DEFAULT

- a. In the event any property or service to be furnished by the contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the contractor with his Quotations, the FCS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, a contractor will be given the opportunity to respond to a “cure notice” and/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 either notice. Failure to do so will be cause for termination for default.

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

- 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 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. Price paid by the FCS in such event shall be the prevailing market price at the time the substitute is made.

23. CONTRACTOR’S APPLICATION FORM

If the contractor does not have an application on file with Fulton County Schools, please go the www.fcscpcontracts.org to register prior to submitting the Quotation.

24. 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 local, State and Federal 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.

QUOTATIONS CONDITIONS

SECTION II – CONTRACT AWARD

The contractor shall agree that in the performance of the contract, they will comply with all local agreements which they have 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.

25. 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 such appropriations are determined in the sole discretion of the Chief of Operations of FCS no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Chief of Operations of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

In the event of FCS certification, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, 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.

QUOTATIONS CONDITIONS

SECTION III – OTHER

1. NONDISCRIMINATION

The contractor, by the submission of a quotation or the acceptance of a purchase order or contract, agrees to provide the construction services covered under the quotation without discriminating 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

Fulton County School System does 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 procurement process.

4. DRUG-FREE WORKPLACE

By submission of a Quotation, the contractor certifies that he/she 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 contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of 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 such contractor.

5. CERTIFICATION OF NONCOLLUSION

By submitting a Quotation, the contractor certifies: "that this quotation is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a Quotations for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive quoting is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the quotation shall be agreed and that the person signing this quotation is authorized to sign the quotation for the contractor.

QUOTATIONS CONDITIONS

SECTION III – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all quotations are rejected, there shall be no liability on the part of FCS for any costs incurred by contractors or potential contractors in relation to the solicitation.

8. RIGHTS AND REMEDIES

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

SPECIFICATIONS

1. CONTRACT TYPE

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

2. CONTRACT SCHEDULE

Performance Period for Contract is _____..

3. CONTRACT AWARD

Award will be made on an “All or None” basis. 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.

4. OTHER PROCEDURES

Samples

Testing

5. SCHEDULE REQUIREMENTS

Project to start _____ and is required to be completed within _____ days after issuing the notice to proceed.

6. OWNER’S REPRESENTATIVE

Supervision of the contract will be performed by the Owner’s Representative, _____ of the FCS Capital Program Contracts Department.

SPECIFICATIONS

Statement of Work

Scope of Work

QUOTE ACCEPTANCE FORM
[PROJECT NAME HERE]
[RFSQ NUMBER TYPED HERE]

Company Name: _____

1.01 QUOTE SUBMISSION INSTRUCTIONS

Submit this form, in a sealed envelope, plainly showing company name and the quote submission date; and deposit with **Capital Program Contracts Department** located at 5270 Northfield Boulevard, College Park, Georgia.

- A. Quoters shall keep the Quote and Acceptance Form intact and return all pages when submitting quote.
- B. Failure to submit the complete quote and Acceptance Form may invalidate the quote.

1.02 QUOTE SUBMISSION DATE: No Later Than: **[TO BE FILLED]**

1.3 PROJECT IDENTIFICATION:

- A. The undersigned is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other quote Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for:

[PROJECT NAME AND IFB NUMBER TYPED HERE]

In strict conformity with the Drawings and Specifications issued by:

Fulton County Schools
Fulton County, Georgia

1.4 Quoter acknowledges receipt of the following Amendment:

Number Number Number Number Number Number Number Number Number Number Number Number

1.05 BASE QUOTE (MUST BE FULLY COMPLETED BY QUOTER)

- A. Quoter will complete the Work in accordance with the Contract Documents for the following base quote amount including all allowance and alternates:

QUOTE AMOUNT:

Grand Total _____ (\$ _____)
(use words) (figures)

- B. Base Quote Component Cost: **[PROVIDE INFORMATION IF APPLICABLE]**
- C. The base quote amount includes all applicable taxes per Quotation Conditions section entitled TAXES.
- D. The base quote amount includes all Contract Allowances, if any, as set forth.
 - a. SPECIFIED ALLOWANCES NA
 - b. UNIT COST ALLOWANCE: NA

1.06 ALTERNATES (MUST BE FULLY COMPLETED BY QUOTER) [FILL IN IF APPLICABLE]

1.07 A complete description of the alternates is set forth in specifications.

1.08 BASIS OF AWARD OF CONTRACT:

- A. The lowest responsive and responsible quote shall be determined by the lowest base quote amount including the allowances, unit costs, and any selected alternates for the base quote.
- B. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL QUOTES.**

Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with the following titled Project:

Project Name
[PROJECT NAME]

Owner No. **[IFB NUMBER]**

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

The CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation,

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE QUOTE NON-RESPONSIVE

directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;

3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortuous conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence.

Article 4 - Insurance

CONTRACTOR will provide its own insurance coverage as to all types of insurance relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

Article 5 - Bonding

If the amount of original award of the Contract IS GREATER THAN **FIFTY THOUSAND DOLLARS (\$50,000.00)**, the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor) and a Performance Bond. Both Bonds shall be for 100% of the Contract Amount and contain the terms and conditions required by this solicitation.

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

QUOTE DATE: _____, **20** _____

By _____ (SEAL)
(Firm Name as it appears on Business License)

(Signature of authorized person to sign quote)

(Print Name of authorized person to sign quote)

Business Address:

Phone No: _____

Fax No: _____

Email Address: _____

Federal Tax ID.: _____

1.09 ACCEPTANCE

This Agreement is made and entered into on the date set forth on Page 4 of this Agreement, by and between the Fulton County Board of Education, by and through its Board of Education (hereinafter the "OWNER"), and

_____,
{Name as it appears on Contractor's Business License – to be filled in by OWNER /Contracts Department}

{sole ownership, partnership, corporation, joint venture, or other}

This Agreement is for the purpose of constructing that Project identified as

Project Name

[PROJECT NAME TYPED HERE AND IFB NUMBER]

CONTRACTOR is the lowest responsible and responsive quoter in response to an Invitation for Quote issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of

(To be filled in by OWNER /Capital Program Contracting Department)

(\$ _____), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on _____, 20____ at Atlanta, Georgia.

FULTON COUNTY BOARD OF EDUCATION

By _____
Superintendent

BLUE INK SIGNATURE REQUESTED
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM
SHALL RENDER THE QUOTE NON-RESPONSIVE

END OF DOCUMENT

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

Contractors shall provide the following information on attached sheets; this information shall be submitted with the Quotations 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 quotation at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the quotation.

1. History and Organizational Structure of the Firm

Indicate a brief history of the company and include the present organizational structure of the firm 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 which shall be assigned to this project.

2. References

List as references (names, addresses, contact persons and toll-free phone 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 and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

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

ACKNOWLEDGEMENT

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

NAME OF COMPANY: _____

BY: _____
(TYPE OR PRINT - TITLE AND NAME OF PERSON SUBMITTING QUOTATIONS.)

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 Quotation. The acknowledgment becomes a part of your Quotation and without it your Quotation is not complete and will be subject to rejection.

Quotation or acknowledges amendment (s): No. 1 ____, No. 2 ____, No. 3 ____ (If Applicable)

Quotation or reference Number: RFSQ No. _____

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

- (A.) NO QUOTATION - Unable to Quotations at this time. Would like to receive future Quotations.
- (B.) NO QUOTATION - Remove from this product/service category.
- (C.) NO QUOTATION - Remove from Quotations' List.

THIS PAGE MUST BE RETURNED WITH YOUR QUOTATIONS. 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, contact Compliance Coordinator, Ron Wade, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-6801. TTY 1-800-255-0135.

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE QUOTE NON-RESPONSIVE

APPENDIX I

QUOTATION BOND

00410
QUOTATION SECURITY FORM

Bond Number _____

Surety
Company

FULTON COUNTY BOARD OF EDUCATION.....

OWNER/Obligee

FIVE PERCENT (5%) OF THE AMOUNT OF THE BASE QUOTE ATTACHED.....Amount of Bond

Project Description: _____

Date of Quotation Submission:

Project Number:

Quotation Number: RFSQ_____

WHEREAS, the contractor is herewith submitting to OWNER the above described quote, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the company are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the quote or any part of the quote shall be accepted and a contract awarded to the contractor by OWNER, and if the contractor shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the company, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the contract and specifications, or the call for quotes, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 90 days from the date of the quote, or longer if required by law, or longer through mutual agreement of the OWNER and contractor.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the contractor fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the company.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this _____ day of _____ 20 _____

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

CONTRACTOR

State of _____

SS

County of _____

By (signed) _____

Signature of Authorized Person

On _____, before me,

Title _____

Public

_____, a Notary

Personally appeared _____

SURETY

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Seal)

By (signed) _____

Signature of Attorney-In-Fact

Address _____

City, State _____

Telephone _____

Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

[If you do not submit a certified or cashier's check, failure to submit this form SHALL render your quote non-responsive]

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE QUOTE NON-RESPONSIVE

END OF DOCUMENT

APPENDIX II

SENATE BILL 529

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: _____

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).

APPENDIX III

PAYMENT AND PERFORMANCE BONDS

DOCUMENT 00600

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE QUOTE NON-RESPONSIVE

PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, FULTON COUNTY BOARD OF EDUCATION,

hereinafter called the OWNER, and _____

hereinafter called the CONTRACTOR, have entered into a Contract

dated _____

for _____

Contract

Amount _____

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety,

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Contract Amount. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over from the wages of employees of the CONTRACTOR and his Subcontractors, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond is executed in accordance with the requirements of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq. and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of O.C.G.A. § 36-91-93 and acts amendatory thereof, or to their assigns.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.

Signed and sealed this _____ day of _____ 20_____

CONTRACTOR/PRINCIPAL

SURETY

By _____

Attorney-in-Fact

By _____ Address _____

Title _____

Telephone Number _____

Bond Number _____

OWNER will verify this bond by:

VERIFICATION BY FUTON COUNTY CONTRACTING DEPARTMENT

1. Verify the Surety is currently certified by the State Insurance Commissioner as an admitted Surety Insurer and such authority is in full force and effect.
2. Verify the Surety is solvent by confirming its rating with A.M. Best.
3. Validate that the Surety Company issued this bond to the assigned company in 100 percent of the contract amount.

**(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT**

PERFORMANCE BOND

WHEREAS, FULTON COUNTY BOARD OF EDUCATION,

hereinafter called OWNER, and _____

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,

dated: _____

for: _____

Contract

Amount: _____

NOW, THEREFORE, CONTRACTOR, as Principal, and _____, as Surety; are held and firmly bound to OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

PERFORMANCE BOND

In an amount equal to One Hundred Percent (100%) of the above Contract Amount. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform all of the terms and conditions of the Contract in strict conformity therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no adjustment to the Contract Amount and or Contract Times, alteration, additions and/or deletions to the terms of the Contract, or to the Work to be performed there under, shall in anyway affect its obligations on the above bond, and it does hereby waive notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

In case any suit is brought upon this bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the Court's discretion. Attorneys' fees awarded against the Surety can exceed the penal sum of this bond.

Signed and sealed this _____ day of _____ 20_____

CONTRACTOR

SURETY

By _____
By _____ Attorney-in-Fact
Address _____

Title _____ Telephone Number _____

Bond Number _____

OWNER will verify this bond by:

VERIFICATION BY FUTON COUNTY CONTRACTING DEPARTMENT

- 4. Verify the Surety is currently certified by the State Insurance Commissioner as an admitted Surety Insurer and such authority is in full force and effect.
- 5. Verify the Surety is solvent by confirming its rating with A.M. Best.
- 6. Validate that the Surety Company issued this bond to the assigned company in 100 percent of the contract amount.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT