

**REQUEST FOR QUOTATIONS CONSTRUCTION PROJECTS**  
**\$5,000 - \$24,999**

DATE:

TO: All Contractors

FROM: FCS Capital Program Contracts Department

RE: **Request for Written Quotation (RFWQ), 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 Written Quotation (RFWQ), 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 a purchase order.

Written 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 \_\_\_\_\_.** **Written quotations WILL NOT be opened publicly"**

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**FOR**

**REQUEST FOR WRITTEN QUOTATION NO. \_\_\_\_\_**

**TITLE \_\_\_\_\_ PAGE NO.**

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# QUOTATION CONDITIONS

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## SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

### 1. INTRODUCTION

- a. To be entitled to consideration, written quotations shall be prepared in accordance with the following instructions and must be received in duplicate in the office of the FCS Director of 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

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### 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**

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### **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.

## QUOTATION CONDITIONS

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### SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

#### **14. 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.

# QUOTATIONS CONDITIONS

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## 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

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### 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

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## 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. 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.

### 9. 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.

### 10. 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.

### 11. COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor shall be required to commence the work as required by the contract documents. 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.

## QUOTATIONS CONDITIONS

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### SECTION II – CONTRACT AWARD

#### 12. 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).

#### 13. 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.

#### 14. 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.

#### 15. PAYMENT

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).

#### 16. TERMINATION FOR CONVENIENCE

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

#### 17. TERMINATION FOR DEFAULT

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.

#### 18. CONTRACTOR’S APPLICATION FORM

If the contractor does not have an application on file with Fulton County Schools, please go the [www.fcscpccontracts.org](http://www.fcscpccontracts.org) to register prior to submitting the Quotation.

#### 19. 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

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### 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.

#### **20. 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

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### 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

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### 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

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**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**

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**Statement of Work**

**Scope of Work**

**RFWQ NO.**

**QUOTATION SCHEDULE**

**AMOUNT:**

**Grand Total** \_\_\_\_\_ (**use words**) (\$ \_\_\_\_\_) (**figures**)

**Base Quote Component Cost: [PROVIDE INFORMATION IF APPLICABLE]**

**ALTERNATES (MUST BE FULLY COMPLETED BY CONTRACTOR) [FILL IN IF APPLICABLE (FIA)]**

**DEDUCTS:** \_\_\_\_\_

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

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**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 QUOTATION.)

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: RFWQ 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 Quote 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.*

**APPENDIX I**

**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).