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Paulding County School District

3236 Atlanta Highway
Dallas, Georgia 30132

Dr. Brian Otott, Superintendent

Procurement Department

770-443-8000

October 31, 2018

RFP 19-181029

REQUEST FOR PROPOSAL

FOR

LAWNCARE SERVICES

Proposals Due: November 30, 2018; 2:00 p.m. ET

REQUEST FOR PROPOSAL
19-181029 LAWN CARE SERVICES

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Section I – General Information

A. Introduction

The Paulding County School District is seeking proposals from qualified contractors to provide LAWCARE SERVICES to all specified locations within the District.

A NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD ON NOVEMBER 14, 2018 AT 2:00 PM AT THE PAULDING COUNTY SCHOOL DISTRICT'S CENTRAL OFFICE LOCATED AT 3236 ATLANTA HIGHWAY DALLAS, GA 30132.

The method of procurement will be a competitive negotiation via a Request for Proposal (RFP) which may include the submission of best and final offers.

Price will not be the sole determinant for the award. Sealed Proposals will be evaluated based upon criteria formulated around best value which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply and service the listed commodity that meets the needs of the District.

Due to the large number of vendors listed in certain categories of the District's vendor's list, not all vendors will necessarily be sent a proposal each time one is issued. Proposals issued by the Owner are advertised on the District Internet Site www.paulding.k12.ga.us. Vendors are advised to review the Internet Site frequently for a listing of Current Solicitations.

Proposals received after the date and time specified will not be considered.

The Owner reserves the right to reject any or all proposals and to waive technicalities and informalities. The judgment of the District on such matters shall be final.

In the operation of the Paulding County School District, it is the policy of the Board of Education that no person shall, on the grounds of race, color, national origin, handicap, disability, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in educational programs, activities, or employment practices.

Business representatives are instructed to read carefully all Terms and Conditions and Specifications stated within the attached pages before submitting their proposal. All required forms should be included in the response.

B. Background

The Paulding County School District is comprised of thirty-four (34) educational facilities and six (6) support facilities that require regular lawncare services. The student population of the District is approximately 29,000 in grades PreK-12. The District employs approximately 3,300 individuals. Staff is made up of both certified and classified employees. You are invited to learn more about our district by visiting our website at <http://www.paulding.k12.ga.us/>.

C. Procurement Administrator

Stephen Cochran, Procurement Director, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquiries should be emailed to purchasing@paulding.k12.ga.us.

D. About This Document

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Paulding County School District is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor(s) approach meets the desired requirements and needs of the Paulding County School District. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Paulding County School District staff prior to the opening of proposals in responses to this document. RFP Offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award unless given written permission from the Procurement Director. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

As applicable to the service identified in this solicitation, trade secrets or proprietary information submitted by a supplier/proposer in connection with this solicitation may not be subject to disclosure.

Proposers must clearly identify the materials to be protected and state the reasons why protection is necessary.

If awarded, this RFP document in its entirety including attachments, appendices and addendums will become part of the Contract. Paulding County School District reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

E. Proposal Acceptance

Proposals including price must remain valid for a period of not less than ninety (90) days to allow for evaluation, School Board approval and contract execution. Paulding County School District reserves the right to accept or reject any or all proposals, waive

informalities and select the most favorable proposal that will serve its best interest as well as the best interest of those participating governmental entities.

F. Definitions

- The term “solicitation” used in this document means this Request for Proposal (RFP).
- The term “offer and “proposal” are used synonymously and mean a response to this solicitation.
- The terms “offeror” and “proposer” are synonymous and refer to the entity/business/individual that submits a response to this solicitation.
- Paulding County School District may be referred to as “PCSD” or “the District”.
- The term “owner” used in this document is synonymous with the Paulding County School District, Georgia and is the entity for whom the service/work will be executed.

G. Calendar of Events (Subject to Change)

Event	Date
Issue RFP	October 31, 2018
Non-Mandatory Pre-Proposal Meeting	November 14, 2018; 2:00 pm ET
Proposal due date	November 30, 2018 by 2:00pm ET
Recommendation to Board of Education	December 11, 2018
Contract Effective Date	On or about January 1, 2019

H. Incurring RFP Preparation Cost

Paulding County School District accepts no responsibility for any expense incurred in the proposal preparation, on-site presentation, mailings, etc.

I. Insurance Requirements

Within three (3) working days of notification of award, the awarded vendor must provide proof of liability insurance coverage. for a minimum of \$1 Million for single liability (CSL – Combined Single Limit). Statutory Workers’ Compensation must also be provided. **The vendor awarded the contract should mail or fax the Certificate of Insurance to the PCSD Purchasing Department at 770-443-7243.**

- Commercial General Liability with limits of \$1,000,000 and \$2,000,000 aggregate. Coverage must include products and completed operations with reporting of claims on occurrence basis.
- Commercial Auto Liability with limits of at least \$1,000,000 CSL (Combined Single Limit) or \$500,000/\$1,000,000/\$500,000.
- Umbrella Coverage in excess of GL and Auto of at least \$2,000,000.
- Statutory Workers’ Compensation.
- Employer’s Liability of at least \$100,000/\$500,000/\$100,000.
- Paulding County School District must be named as an additional insured on all applicable policies. The insurance carriers should be licensed to do business in the State of Georgia and carry an AM Best rating of A- or higher.

Proof of insurance is not required with submission of proposal but must be made available upon request including during the evaluation process. Owner will require proof of insurance before issuance of Award Letter/Contract. By participating in this solicitation and/or signing the Contract Agreement, the awarded contractor agrees to comply with insurance requirements as specified.

The contractor/vendor shall hold harmless the Paulding County School District from any and all claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this 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 or omission from any policy of insurance.

J. Confidential Information

Trade secrets or proprietary information submitted in response to this solicitation must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

K. Pre-Proposal Conference

No pre-proposal meeting will be scheduled for this solicitation

L. Multiple Awards

It is the intent of PCSD to make a single award but reserves the right to make multiple awards at its sole discretion or what it deems is in the best interest of the District.

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Section II – Intent and Procedures

A. Outcome

The expected outcome of this proposal is to enter a contractual agreement for LAWNCARE SERVICES with a provider that meets or exceeds the requirements set-forth in this document.

B. Proposal Submission

Complete proposals are to be submitted in a sealed envelope on the date and time stipulated. One (1) original and three (3) copies including one (1) flash drive containing a complete proposal response shall be submitted to, or hand delivered to, Paulding County School District, 3236 Atlanta Highway, Dallas, GA 30132 to the attention of Stephen Cochran Procurement Director no later than November 30, 2018; 2:00 p.m. ET.

Proposals must be clearly labeled showing the RFP number, firm's name and address, and the proposal due date on the outside. Late proposals will not be accepted and will be returned unopened.

All proposals 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. The person signing the proposal shall initial correction in ink.

Emailed or faxed proposals will not be accepted and will be rejected upon receipt.

Specifications used are intended to be open and non-restrictive.

Brand names and numbers when provided in solicitations are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless "no substitutes" is stated). Proposals on equal items will be considered, provided the proposal clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.

By submitting a proposal, the vendor warrants that any goods supplied to the PCSD meet or exceed specifications set forth in this solicitation except as may be otherwise noted in the vendor's exceptions.

Proposals shall be signed by an authorized officer of the company.

C. Taxes

The Owner is exempt from all sales tax and Federal Excise Tax. These taxes shall not be included in the proposals.

D. Solicitation Questions

Questions regarding this solicitation shall be submitted via email to Stephen Cochran purchasing@paulding.k12.ga.us or addressed to Procurement Director, 3236 Atlanta Highway, Dallas, Georgia 30132.

E. Addenda

It is the vendor’s responsibility to check the PCSD “Current Solicitations” website for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period. Following receipt of vendor responses to a solicitation, it is the vendor’s responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that PCSD receives said information prior the deadline(s) indicated.

F. Revision or Withdrawal of a Proposal

A proposal may be revised or withdrawn by the Contractor/supplier prior to the proposal opening date and hour with the permission of the PCSD Procurement Director. Requests to withdraw a proposal, along with supporting documentation, will be made in writing to the Procurement Director. After the proposal opening, the PCSD Procurement Director will permit withdrawal only when the best interest of PCSD would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the proposal not resulting from negligence and the mistake is clearly ascertainable. If withdrawal is allowed, PCSD reserves the right to disqualify the withdrawing Contractor/supplier from bidding on PCSD solicitations for a period of up to one year.

G. Compliance with Laws

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

H. Purchasing Policy

By acceptance of this solicitation a Contractor/supplier, potential contractor/supplier, or contractor agrees to be bound by the PCSD Purchasing Policy and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

I. Specific Information Requested from all Proposal Submitters

Paulding County School District may make such investigations deemed necessary to determine the ability of the Offeror to furnish the necessary requirements described herein. The Offeror shall furnish, to PCSD, all data and information requested in order to determine the Offerors ability to perform under this RFP. PCSD reserves the right to reject any offer if

the evidence submitted by, or investigation of, such Offeror fails to satisfy Paulding County School District that such Offeror is qualified to carry out the obligations of the contract.

J. Checklist

The following is a checklist of required information:

#	Item	Complete
1	One (1) Original Technical Proposal and Three (3) Copies and one (1) flash drive copy that contains the Technical and Pricing Proposal	
2	Appendix A – Required Forms signed and notarized	
3	Acknowledge Addenda	

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Section III – Evaluation and Selection Process

A. Introduction:

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical Proposals and Price Proposals shall be submitted separately and labeled accordingly. Technical Proposals will be evaluated first. Each proposal will be assigned an adjectival rating as described below. A short list will be prepared of the top two highest ranking technical proposals. These two finalist firms may be invited to provide an oral presentation either on-site or via teleconference and to negotiate best and final offers, both in terms of Technical and Price Proposals. Based on a final evaluation of both Technical and Price Proposals from the two finalist firms, a selection will be made. The highest-ranking firm shall be given first rights for finalization of a contract agreement.

B. Evaluation Criteria:

The following criteria will be used in evaluating and determining the awarded supplier for this project/service.

Cost: 30%
Organizational Qualifications: 25%
Equipment: 25%
Professional References: 20%

C. Definitions:

Evaluation Criteria

Organizational Qualifications: Company history - include number of current employees and the number of employees to be designated for this contract, if awarded.

Equipment: Contractor must possess equipment sufficient to maintain lawn care according to the specified cutting schedule of every fourteen (14) days. A current list of equipment that will be dedicated to the fulfillment of the requirements of the contract must be submitted with the solicitation response.

Professional References: This should include School Districts that the Contractor has held or currently holds contracts and contract comparable in size to the specifications listed.

Other Definitions:

Discussion: Written or oral communications including negotiations between the Paulding County School District and an Offeror that involves information essential for determining the acceptability of the Proposal or to cure identified defects in the Proposal.

Clarification: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. Unlike

discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.

Deficiencies: Any defects in the proposal which preclude acceptance. Involves any part of the Offeror's Proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.

Weakness: Aspect of or omission from an Offeror's proposal that includes ambiguities and conflicts within the Proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the Proposal.

Strengths: Elements of the Proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

D. Technical Proposal Criteria:

- Name of firm, address, telephone number, fax number, primary contact with email address and website address.
- List of equipment to be used in servicing this contract.
- Is your organization a subsidiary, parent or affiliate of any other firm?
- Include a brief history and description of your company.
- Provide a minimum of three (3) references for clients to which you are providing similar service. List the names, email addresses and telephone numbers in order to contact the references provided.
- Describe the firm's approach to meeting the overall requirements and deliverables stated herein. Include a narrative describing how your company can meet the outcome of providing the most comprehensive floor mat solution.
- List any and all additional fees/charges your company has that are not reflected on the Proposal Form.

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Section IV – Contract Information

A. Contract Term

The awarded vendor shall provide service for a twelve (12) month period beginning January 1, 2019 through December 31, 2019, with an option to renew annually for an additional thirty-six (36) months with proven quality, performance, and price if approved by PSCD, PSCD Nutrition Department, and awarded vendor.

The Contract Agreement and Georgia Security and Immigration Compliance Documents must be completed by the contractor/supplier and returned with the proposal.

Contractor's full compliance with all applicable federal and state security and immigration laws, including the Georgia Security and Immigration Compliance Act as amended, O.C.G.A. 13-10-90, O.C.G.A. 13-10-91, and Georgia Department of Labor Rule 300-10-1 is a condition to the contract. *Contractor is required to affirm compliance by completing and returning the Georgia Security and Immigration Compliance Documents with Contractor's proposal. Award will not be granted until these forms are completed and in the possession of the PCSD Procurement Department.*

B. Termination for Cause/Convenience

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Paulding County School District may terminate the contract by 30-day written notice to the Contractor. PCSD can affirmatively collect damages which may result from the Contractor's breach.

Paulding County School District may terminate all or any part of the Contract for the convenience of the PCSD with 30-day written notice. The Contractor will be paid for reasonable costs incurred to the date of termination, if applicable. The contract shall terminate immediately at such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligations of the PCSD under the contract. The determination of the occurrence of such unavailability of funds shall be made by the PCSD in its sole discretion and shall be conclusive.

C. Disputes

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question shall be referred to the Paulding County School District Procurement Director, who shall decide the issue and provide a written response to the Contractor. The decision of the procurement Director shall be final and conclusive.

The Contract shall be governed by the laws of the State of Georgia and nothing in this contract shall be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Procurement Director.

D. Local Supplier/Contractor

The Board of Education finds that local suppliers and contractors support the economy of Paulding County, Georgia and therefore the School District by employing Paulding County residents, contributing time and resources to local efforts, and by paying taxes to local governments. Therefore, it is a policy of this District that consideration be given to local suppliers and contractors as set forth herein.

Whenever purchases are to be made using competitive quotes or proposals and the most competitive quote or proposal was submitted by a non-local supplier or contractor and an otherwise conforming quote or proposal was submitted by a local suppliers or contractor, as that term is defined herein, whose quote or proposal is within 2% or less of the most competitive quote or proposal, the District shall notify the local supplier or contractor on the business day following the opening of the quote or proposal of the most competitive quote or proposal and give the local supplier or contractor one business day to match the quote or proposal. Should the local supplier or contractor agree to match the quote or proposal, it will be considered by the Superintendent in making his recommendation to the Board of Education.

For the purposes of this policy “local” shall mean any individual, Georgia corporation, Georgia partnership, or other Georgia business entity who, at the time said individual or entity submits a quote or proposal to the District, and for a period of 90 days or more prior thereto, has its principal place of business, as determined by the District, in Paulding County, Georgia. The District shall consider all factors that it deems relevant in its determination of whether an individual or entity is local. These factors may include, but shall not be limited to, the following:

- Whether the individual or entity holds a business license in Paulding County, Georgia;
- Whether the individual or entity has an office in Paulding County, Georgia;
- Whether the individual(s) owner is a resident of Paulding County, Georgia;
- Whether the owner or owners of an entity are residents of Paulding County, Georgia.

E. Billing and Payment

Specific to PCSD, unless otherwise instructed, the preferred method of payment processes is through the issuance of Purchase Orders. Invoices must be submitted to the Accounts Payable Department, 3236 Atlanta Highway, Dallas, Georgia, 30132 or assountspayable@paulding.k12.ga.us. Purchase order numbers or contract numbers must appear on the invoice.

Section V – Other

A. Assignment

By the submission of this proposal, the bidder agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the PCSD Procurement Director.

B. Back Orders

Back orders may be made only when specifically authorized to do so by PCSD Procurement Director. The necessity to back order may be deemed a breach of contract.

C. Security

Upon arrival at each school, Contractor must check in with the office to notify the school that contractor work is being performed. This is to be done for every day Contractor is on site. Failure to do so may void contract.

The Contractor shall provide the number of qualified employees required to complete the work within the allotted time and these employees shall meet with the approval criteria specified in this proposal. The Contractor will remove, or cause to be removed, any workman or workmen that the PCSD deems unsuitable. Contractor has sole responsibility for suitability of all his employees, including background screening and employment verification status (I-9).

D. Background Screening

Owner may require contractors to perform background screening on any employee or subcontractor that will be working on the District's property (delivery personnel included). If required, a comprehensive criminal history background screening shall to include both GCIC and NCIC is required on each applicant assigned to PCSD. Minimum findings that warrant exclusion include:

- Any felony conviction
- Any drug conviction
- Any crime against children
- Any sex-related conviction

When background screening is required, screening results must be provided to the PCSD Procurement Department upon request by the PCSD.

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

E. Non-Discrimination

The contractor, by the submission of a proposal or the acceptance of an order or contractor, does agree in providing the goods and services covered under the proposal or contract not to

discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

F. PCSD Non-Discrimination

Paulding County School District does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services, or activities.

G. Drug-Free Workplace

By submission of a proposal, the bidder 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 bidder 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 may cause suspension, termination of contract, or debarment of such bidder.

H. Certification of Non-Collusion

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

I. Authorized Official

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

J. Debarment and Suspension Status

By providing a signed response to this solicitation, the Contractor certifies that the Contractor and/or any of its subcontractors (if applicable) have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Supplier will immediately notify PCSD in writing if supplier is debarred by the State of Georgia or placed on a Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

C.F.R. Section 180.300 requires that when the School District enters into a covered transaction with an entity at a lower tier, the School District must verify that the entity is not suspended, debarred or otherwise excluded. "Covered transactions" include those procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000. Furthermore, grantees and sub-grantees must not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded. By signing this contract, you are affirming that neither you, the Supplier, nor any

principal of the Supplier are at the date of your signature suspended, debarred or otherwise excluded.

K. Special Terms and Conditions

Should these general terms and conditions be in conflict with the any attached Special Terms and Conditions; the Special Terms, Conditions or Specifications will control.

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Section VI – Special Terms, Conditions and Additional Information

SPECIFICATIONS AND SCOPE OF WORK

I. Conditions

1. Existing Conditions

The successful bidder, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given on any claim based on lack of knowledge of existing conditions.

2. Hours of Work

Work is to be done during normal hours unless otherwise specified in this contract. Normal working hours are from sunrise to sunset, 7 days a week. If access to a site or building is required at other times, arrangements must be made 48 hours in advance with the Maintenance and Facilities Director or his designee.

3. Completion Time

All work is to be completed as specified in the contract documents.

4. Workmanship

All work shall be done in a professional manner and must comply with all Federal, State, County, and City codes and fire safety codes. All work requiring licensed mechanics by code or regulation shall be done only by employees having such licenses.

5. Inspection of Work

Under the contract, the successful bidder has assumed the responsibility of furnishing all services, labor, and materials for the entire scope of work in accordance with the contract documents. Periodic inspections of work will be conducted by the Maintenance and Facilities Director, or his designee, to ensure conformity to the contract specifications as described herein. Unsatisfactory inspection reports will be followed up with a letter to the contractor as notification of unsatisfactory performance, at which time the contractor shall have seven (7) days to correct the problem.

6. Subcontractors

All subcontractors shall be bound by all the above requirements and specifications.

7. Quality of Work

All work shall be done in accordance with instructions from the PCSD Maintenance and Facilities Director, or his designee.

Workmanship shall be of good quality and be in accordance with or equal to the standards of the industry. All work shall be square, level, true to line, neat, and appropriate for the work being done.

The Contractor's attention is directed to the fact that the schools will be in use while work is being performed. Contractor shall cooperate with PCSD Maintenance and Facilities Director in scheduling the work that will effect the normal operation of the school program. This work must be done in conjunction with normal school activities and in no case is to interfere with the normal operation of the school. This shall include changes in site work, interruption of utilities, etc. The Contractor, at his own expense, shall provide barricades, lights, enclosure, fencing, and any other safe guards to protect the people occupying the schools as well as the work in progress. All workers shall be dressed in uniformed attire with the company name clearly displayed on the shirt. No worker will be allowed on school site without the proper attire. During normal operating hours, or when school is in session, the job supervisor must notify the school office they are on property and receive proper identification provided by each school.

8. Cleanup

The areas of work shall be left in a clean condition. Contractor must remove any debris at the end of each workday. Cleanup shall include blowing debris which includes but not limited to, dirt, grass clippings, tree/bush trimmings, and trash from sidewalks and drive. At no time should debris be blown into A/C units. Also, contractor shall pick-up trash before mowing over debris.

9. Damage by Contractor

Any damage done by the Contractor's personnel to any part of the portable classrooms, buildings, equipment, landscape, fixtures, automobiles, or any other items owned by the PCSD or related individuals shall be repaired or replaced at no cost to the PCSD. An inspection by the PCSD and Contractor with written results will be made at each school before Contractor commences work. Damages must be reported at the time of event. Failure to abide by these terms may warrant a violation of contract and could result in termination of said contract. All damages to the School District's property will be reviewed by the PCSD Maintenance and Facilities Director or designee, and at that time, be determined if the damage necessitates the repair be performed by a PCSD approved vendor. All costs will be incurred by the lawn care contractor.

10. Permits and Licenses

The Contractor shall be responsible for obtaining all permits and licenses and shall pay all fees required by the various governmental agencies in connection with this contract. The above also applies to all subcontractors.

11. Protection of Students

Extreme caution will be exercised by Contractor and his employees while on PCSD property. Contractor shall insure that all precautions are taken to prevent any injury to students. Students shall be kept away from the area of work while work is in progress. Until project is complete, the site is to be left in safe condition at all times when Contractor is not on site.

12. Performance Bonds

A Performance Bond that is satisfactory to the PCSD in the amount of 100% of bid amount will be required by the awarded vendor(s) to guarantee completion of work under the contract.

The bonds shall be written on A.I.A. Document A-311, 1970 ED. No company, regardless of size or financial rating, will be allowed to write its own bonds. **The Surety Company shall have an A.M. Best Company minimum rating and a minimum financial size in accordance with the following contract size \$2,000,000.00 and up: A.M. Best rating of A- with a financial size of VII (7) or better.** Bonds must be accompanied by a letter stating bonding company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

13. Skills

It is the Contractor's responsibility to employ skilled workers for the execution of this Contract. The Contractor is responsible for all safety on the job site and conditions pertaining to his work. Upon inspection, the Director of Maintenance, or his designee, may declare any area unsafe if he feels that safe working practices are being compromised. Any refusal to correct any unsafe conditions on the job site will automatically void this Contract and the Contractor will be asked to leave the school property. Any cost to the PCSD to return the site to a safe condition will be deducted from any money owed the Contractor. Contractor is to take all precautions at all times to maintain a safe job site to protect the lives of students, school personnel, and workmen.

14. Equipment

Contractor must possess equipment sufficient to maintain lawn care according to the specified cutting schedule of every fourteen (14) days. This may include incurring additional cost for rental equipment, to be paid by the contractor, to maintain the cutting schedule.

Please include with proposal a list of all equipment and the number of employees or subcontractors that will be working on the PCSD premises, if awarded this contract. Also, include backup plan in case of equipment failure.

Contractor must have sufficient equipment and manpower to maintain each campus according to the specified cutting schedule of this contract. Please provide equipment list and number of employees for this contract.

II. Termination of Contract

1. Termination by the Contractor

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Contractor or Subcontractor or their agents or employees or any other persons performing any of the work under a contract with Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor because the PCSD has not made payment thereon, then the Contractor may, upon seven (7) additional days' written notice

to the PCSD, terminate the contract and recover from the PCSD payment for all work executed.

2. Termination by the Owner

If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refused or fails, except in cases for which extension of time is provided, to supply enough properly skilled employees or proper materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the PCSD, upon certification that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and of all materials present on site, and may finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

III. Miscellaneous Specifications

1. The Contractor shall provide to the PCSD Director of Maintenance **prior to beginning work** an extensive background check and employment verification status (I-9) for all active employees including owner(s) (and any new employee addition) that will be accessing school property. All expenses to perform a background check and employment verification status (I-9) shall be the responsibility of the Contractor. It will be the Contractor's responsibility to communicate any background issue with the Human Resource Department prior to work being performed by the individual with a background issue. The PCSD reserves the right to reject an individual employee based on an unacceptable criminal background check and/or incomplete and/or unacceptable employment verification status.
2. All school areas are tobacco free – no smoking, chewing, dipping, etc.
3. Contractor and/or employee must submit to drug/alcohol screening in case of an accident on school grounds at the Contractor's expense.
4. Paper products, trash, debris, etc., are not to be mowed over and left on school site.
5. No vulgar language or obscene gestures allowed on school grounds.
6. Uniforms with company name clearly displayed shall consist of shirts with sleeves, long pants or shorts (shorts must be mid-thigh in length). Contractor's employees must be identifiable from students or other Contractor's working on the site.
7. Lawn care personnel shall not engage in conversation with school personnel or students unless absolutely necessary.
8. Damage to property (sprinkler heads, vehicles, windows, etc.) will be the responsibility of the contractor. Damages must be reported at the time of the event.
9. In an effort to maintain the safety and security of all PCSD properties, all locks, gates, and doors shall be relocked and secured upon leaving the campus.
10. Special events, to include but not be limited to, graduations, testing, and extracurricular activities may require modifications to existing cutting schedule.
11. Upon arrival at all PCSD properties during normal school hours, the contractor will be required to sign in with the front office at each site.

IV. Lawn Care Specifications

1. Mowing Schedule

Grass shall be cut at least once every fourteen (14) days in the months of April through October. During the months of November, December, and March the grass must be mowed one (1) time per month to keep a neat appearance. Drip field at Ragsdale Elementary to be mowed twice per month for seven (7) months. Drip field shall be mowed once per month for all remaining months. Drip field **MUST** be mowed with small commercial mowers. No rotary style cutters are allowed. Additional cuttings must be approved by PCSD Maintenance and Facilities Director prior to rendering of services. If campus cannot be completed due to school activities, the campus should be completed to 100% within 48 hours and notification to the Maintenance Department should be given in the event the campus could not be completed.

Lawn Maintenance for the central office must be completed after operational business hours or on weekends only. All after hour cutting schedules must be pre-approved by the Maintenance and Facilities Director before cutting begins.

Vendor must provide to Maintenance Department, Maintenance Secretary, a list of schools/facilities cut with signed backup sheets, by email or fax, on the Monday following the week service was performed. Weekly campus completion verification will be through contractor email and onsite inspection by the PCSD. All invoices are paid based upon the information that is received through the completion verification process.

The Contractor must provide a mowing schedule for each facility and must maintain the set schedule. Bidder will be considered in violation of the contract if the mowing schedule is not maintained (unless due to inclement weather). The first violation will result in a warning to the vendor with seven (7) days to correct the problem; the next violation will result in termination of the contract.

PCSD reserves the right to provide additional help to maintain the mowing schedule, if required.

2. Edging/Mechanical Weed Trimming

Grass shall be Mechanically trimmed to the same height as mowed grass. Grass should be kept edged from curbs, sidewalks, and fences with a steel blade edger, weed eater, or Round-Up/Surflan. All grass areas must be mechanically weed trimmed and/or edged with string trimmers to the same height as mowed grass. Grass and weeds are to be removed from play areas, around fencing, play structures, playgrounds, flower and shrubbery beds, A/C units and exterior A/C cages and/or coverings. Chemical treatment may be used for this purpose only when children are not in the area. All areas shall be monitored for excessive vegetative growth, with corrective measures taken to remove if needed per site visit, but at a minimum of once per month.

3. Ornamental Shrub, Flower Beds, and Tree Maintenance

Contractor may spray beds with either Round-Up or Surflan and weed eat areas to prevent weeds as needed per site visit, but at minimum, once per month. Also, contractor will be required to prune schools' entire campus of shrubs, trees, and bushes the months of January and February. Tree branches shall be trimmed/pruned to maintain at least six (6) foot clearance from the lowest hanging branch to the ground. Sprayed areas must not kill flowers or shrubs. Also, areas sprayed around buildings and/or fences must not extend more than six (6) inches from buildings and fences. If the Contractor fails to adhere to the guidelines set forth for spraying, the Contractor will be responsible for replacement sod and all cost incurred with installation.

4. Banks and Retention Ponds

Banks and steep areas are not to be sprayed; they are to be mowed or cut with string trimmers. This should be performed at a minimum of once per month.

5. Sidewalks, Drives, Parking lots/areas and Curbing

All vegetation shall be cut or sprayed to remove from these areas throughout the entirety of the campus. Weeds shall be removed from all cracks in curbs, walkways, parking areas and driveways. All areas shall be monitored for excessive vegetative growth, with corrective measures taken to remove if needed per site visit, but at a minimum of once per month.

V. School Listing

Please see attached list of all Paulding County School District locations to be included in this Request for Proposal. Acreage listed is approximate. Bidders are required to confirm actual acreage prior to submitting a proposal.

VI. Warranty

The Contractor warrants to PCSD that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformity with the Contract documents. This warranty does not apply to Contractor's equipment (mowers, trimmers, tractors, etc.). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

If requested by PCSD, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Prices included in this Request for Proposal are designed to be under contract for a minimum of one (1) year, renewable annually for up to thirty-six (36) additional months upon mutual agreement between PCSD and Contractor.

It is the intent of this Contract that the Contractor shall provide labor, materials, equipment, service, and incidentals for a complete job in conformance with Contract documents.

RFP 19-181029 LAWCARE SERVICES

FINANCIAL PROPOSAL FORM – PART 1

Contractor is required to confirm actual acreage to be maintained prior to submitting proposal. The acreage listed is not indicative of true mowed space but of total area to be maintained as described in the Scope of Work section of this document. The acreage total for each location includes all buildings, parking lots, drives, curbs, and any other area that should be maintained, except for some right of way areas. The following acreage estimates are provided by the PCSD for convenience and are not guaranteed to be accurate.

Line Item	School	Approx. Acreage	Rate Per Cutting
1	Abney Elementary 1186 Colbert Rd. Dallas, GA 30132	11.00	\$
2	Allgood Elementary 312 Hart Rd. Dallas, GA 30157	18.50	\$
3	Baggett Elementary 948 Williams Lake Rd. Powder Springs, GA 30127	11.50	\$
4	Paulding County School District Central Office* 3236 Atlanta Hwy. Dallas, GA 30132 *After hours or weekends only	5.00	\$
5	Dallas Elementary 520 Hardee St. Dallas, GA 30132	6.75	\$
6	Hiram Elementary 200 Seaboard Ave. Hiram, GA 30141	13.00	\$
7	Hutchens Elementary 586 Clonts Rd. Douglasville, GA 30134	16.00	\$
8	McGarity Elementary 262 Rakestraw Mill Rd. Hiram, GA 30141	9.00 Interior courtyard .10	\$
9	Nebo Elementary 2843 Nebo Rd. Dallas, GA 30157	15.50	\$
10	New Georgia Elementary 5800 Mulberry Rock Rd. Villa Rica, GA 30180	9.00	\$
11	Northside Elementary 2223 Cartersville Hwy. Dallas, GA 30132	13.50	\$

Line Item	School	Approx. Acreage	Rate Per Cutting
12	Panter Elementary 190 Panter School Rd. Hiram, GA 30141	13.00	\$
13	Poole Elementary 1002 Wayside Lane Dallas, GA 30132	13.00	\$
14	Ragsdale Elementary 528 Holly Springs Rd. Rockmart, GA 30153	16.50	\$
15	Diane Wright Innovation Center 140 Bethel Church Rd. Hiram, GA 30141	15.00	\$
16	Roberts Elementary 1833 Mt. Tabor Church Rd. Dallas, GA 30157	11.00	\$
17	Russom Elementary 44 Russom Elementary School Ln. Dallas, GA 30132	17.00	\$
18	Shelton Elementary 1531 Cedarcrest Rd. Dallas, GA 30132	16.00	\$
19	Union Elementary 206 Hwy. 101, South Temple, GA 30179	6.50	\$
20	New Hope Education Center 4555 Dallas Acworth Rd. Dallas, GA 30132	6.00	\$
21	Old Yorkville School Holly Springs Road Rockmart, GA 30153	3.00	\$
22	Grand Total of Line Items 1-21		\$
23	Drip Field located at Ragsdale 528 Holly Springs Rd Rockmart, GA 30153	4.00	\$
24	Pruning Shrubs and Trees at above locations during the months of January and February		\$ Pruning Total for all schools listed

RFP 19-181029 LAWNCARE SERVICES

FINANCIAL PROPOSAL FORM – PART 2

To: Paulding County School District
Attn: Purchasing
3236 Atlanta Highway
Dallas, GA 30132

From: Name of Company: _____
Legal Address: _____
City, State, Zip: _____
Phone Number: _____
Email Address: _____

Project: Request for Proposal No. 19-181029, Lawn Care Maintenance

I. ACKNOWLEDGEMENT

Acknowledgement of Addendum, if applicable: _____ (initial)
I have examined above document and the site and submit the following proposal.

Please periodically check the PCSD website at www.paulding.k12.ga.us, Current Solicitations, for posting of any addendum(s).

II. AGREEMENT

I agree to the following:

- A. To hold proposal open for 60 days from proposal due date.
- B. To enter into and execute a contract, if awarded on the basis of this proposal, all insurance required by the Proposal Documents.
- C. To accomplish the work in accordance with the Proposal Documents.

III. PROPOSAL

Base Proposal for Lawn Care Maintenance

Grand Total: \$ _____ * (Based on 21 School/Facility cuttings per year, Drip field once month for seven months, and yearly pruning)

(*this is the figure that will be used in the evaluation)

RFP 19-181029 LAWCARE SERVICES

FINANCIAL PROPOSAL FORM – PART 3

Proposal Price for Additional Work (any work provided outside the terms of the Contract, if requested)

Hourly rate for man hours: \$ _____ (per hour)

Hourly rate for equipment hours: \$ _____ (per hour)

Total Hourly Rate: \$ _____ (per hour)

The PCSD Director of Maintenance, or his designee, will approve any additional work to be performed.

It is understood that payment for all services will be monthly. Standard terms are net 30; however, any discount for early payment will be considered. Any available discount must be stated on this proposal form.

Please attach a list of all subcontractors when submitting proposal.

Representative Signature

Date

Print or Type Name

E-Mail Address

Company Name

Telephone Number and Extension

Address

Cell Number

City, State and Zip Code

Fax Number

RFP 19-181029 LAWCARE SERVICES

Paulding County School District Locations Information

HIGH SCHOOLS, Grades 9 - 12				
East Paulding	3320 East Paulding Dr.	Dallas	30157	770.445.5100
Hiram	702 Virgie Ballentine Dr.	Hiram	30141	770.443.1182
North Paulding	300 North Paulding Dr.	Dallas	30132	770.443.9400
Paulding County	1297 Villa Rica Hwy.	Dallas	30157	770.443.8008
South Paulding	1364 Winn Rd.	Douglasville	30134	770.949.9221

MIDDLE SCHOOLS, Grades 6-8				
Austin	3490 Ridge Rd.	Douglasville	30134	770.942.0316
Dobbins	637 Williams Lake Rd.	Powder Springs	30127	770.443.4835
East Paulding	2945 Hiram-Acworth Hwy.	Dallas	30157	770.443.7000
Jones	100 Stadium Dr.	Dallas	30132	770.443.8024
McClure	315 Bob Grogan Dr.	Dallas	30135	770.505.3700
Moses	1066 Old County Farm Rd.	Dallas	30132	770.443.8727
Scoggins	1663 Mulberry Rock Rd.	Dallas	30157	770.456.4188
South Paulding	592 Nebo Rd.	Dallas	30157	770.445.9989
Ritch	60 Old Country Trail	Dallas	30157	770.443.1449

ELEMENTARY SCHOOLS, Grades K-5				
Abney	1186 Colbert Rd.	Dallas	30132	770-443-2756
Allgood	312 Hart Rd.	Dallas	30157	770.443.8070
Baggett	948 Williams Lake Rd.	Powder Springs	30127	678.460.1570
Burnt Hickory	80 North Paulding Dr.	Dallas	30132	678.363.0970
Dallas	520 Hardee St.	Dallas	30132	770.443.8018
Dugan	1362 Winn Rd.	Douglasville	30134	770.949.5261
Hiram	200 Seaboard Ave.	Hiram	30141	770.443.3392

Hutchens	586 Clonts Rd.	Douglasville	30134	678.838.2683
McGarity	262 Rakestraw Mill Rd.	Hiram	30141	770.445.9007
Nebo	2843 Nebo Rd.	Dallas	30157	770.443.8777
New Georgia	5800 Mulberry Rock Rd.	Villa Rica	30180	770.445.3597
Northside	2223 Cartersville Hwy.	Dallas	30132	770.443.7008
Panter	190 Panter School Rd.	Hiram	30141	770.443.4303
Poole	1002 Wayside Lane	Dallas	30132	770.505.5541
Ragsdale	528 Holly Springs Rd.	Rockmart	30153	770.443.2140
Ritch	140 Bethel Church Rd.	Hiram	30141	770.443.4269
Roberts	1833 Mt. Tabor Church Rd.	Dallas	30157	770.443.8060
Russom	44 Russom Elem. School Ln.	Dallas	30132	678.574.3480
Shelton	1531 Cedarcrest Rd.	Dallas	30132	770.443.4244
Union	206 Hwy. 101 South	Temple	30179	770.443.4191

AUXILIARY SUPPORT LOCATIONS				
Central Office	3236 Atlanta Hwy.	Dallas	30132	770.443.8000
Diane Wright Center	140 Bethel Church Rd.	Hiram	30141	770.443.4269
New Hope Education Center	4555 Dallas Acworth Rd.	Dallas	30132	770.445.2656
Maintenance	335 Academy Dr.	Dallas	30132	770.443.8044
Transportation Service Center	522 Hardee St.	Dallas	30132	770.443.8035
Central Warehouse	230 International Pkwy.	Dallas	30157	770.443.8050
Central Registration	522 Hardee St.	Dallas	30132	770.505.3623

REQUEST FOR PROPOSAL

19-181029 LAWN CARE SERVICES

Appendix A – Required Forms

The following pages contain forms that must accompany the submittal packet. If you have any questions or need clarification, contact Stephen Cochran, Procurement Director at purchasing@paulding.k12.ga.us.

CONTRACT AGREEMENT

The Contract Agreement must be completed by the vendor and returned with the proposal.

Contractor has carefully examined and fully understands the General and Special Terms and Conditions, Specifications, and other related documents included in Request for Proposal No. 19-181029, Lawn Care Maintenance, for the Paulding County School District and does agree to all terms and conditions by so signing this document.

It is understood that all prices quoted include delivery to the Paulding County individual schools or departments as specified.

The PCSD reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The PCSD reserves the right to waive any technicalities and formalities in the bidding. The Contractor acknowledges that the PCSD has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

The PCSD reserves the option to renew annually the proposal for up to thirty-six (36) additional months if agreeable to both the successful vendor and the PCSD.

Signing the Contract Agreement affirms that this original document has not been altered in any way.

_____	_____
Representative Signature	Date
_____	_____
Print or Type Name	E-Mail Address
_____	_____
Company Name	Telephone Number and Extension
_____	_____
Address	Fax Number

City, State and Zip Code	

Please indicate your lead time upon receipt of purchase order.
Prices must remain firm 12 months from award date.

Acknowledgement of Addendum, if applicable: _____ (initial)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or ancestry. The vendor shall take affirmative action to ensure employees are treated without regard to their race, creed, color, sex, national origin or ancestry. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event the bidder is not in compliance with this non-discrimination clause, the contract may be cancelled or terminated by the Paulding County School District. The Paulding County School District may declare the bidder, ineligible for further contracts with the Paulding County School District until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Signature: _____

Printed Name: _____

Date: _____

Company: _____

Address: _____

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name: _____

Address: _____

City, State and Zip: _____

Being of lawful age, being first duly sworn, on oath says, that he/she is the agent authorized by the contractor to submit the attached proposal. Affiant further states as contractor, that they have not been a party to any collusion among contractors in restraint or competition by agreement to proposal at a fixed price or to refrain from bidding; or with any office of the Owner or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between contractors and any employee of the Owner concerning exchange of money or other things of value for special consideration in submitting a sealed proposal for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

Notary Public

My Commission Expires

PROMPT PAY ACT AFFIDAVIT

THIS AFFIDAVIT IS TO ACCOMPANY THE PROPOSAL

GEORGIA PROMPT PAY ACT-The Georgia Prompt Pay Act was enacted by the General Assembly in 1994 and took effect January 1, 1995. This act requires Owners to pay contracts within 15 days of receipt of a pay request by the Owner or the Owner’s representative. If payment is not made, the Owner shall pay the contractor 1% per month interest on the delayed payment. Additionally, the contractor must pay sub-contractors within 10 days of receipt of payment from the Owners.

This Act is Code Section 13-11-1 (Georgia Laws of 1994, p. 1398 par. 4).

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and Sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC

Notary Public

My Commission Expires

**19-181029 LAWNCARE SERVICES
Vendor Application**

Legal Business Name:		
Address:		
City:	State:	Zip:
Web Address:		
Federal ID Number or SSN (<i>W-9 Form Also Required</i>):		
Related Parties Disclosure: Are you a current employee of Paulding County School District (PCSD)? Yes _____ No _____		
Do you have immediate family members that are employed with PCSD? Yes _____ No _____ Name: _____ Relation: _____		
List additional immediate family members and relation here: _____		

General Contact Name:	Phone:	Fax:
General Contact Email Address:		
Purchase Order Contact Name:	Phone:	Fax:
Purchase Order Email Address (<i>Note: This address will be used to send Purchase Orders electronically</i>):		

Payment/Remittance Information

Business Name:			
Remittance Address:			
City:	State:	Zip:	
Accounts Receivable Contact Name:	Phone:	Fax:	
Accounts Receivable Email Address:			
Payment Terms	30 days: _____	60 days: _____	P-Card (optional): _____ Other: _____

Paulding County Invoicing Requirements:

<i>Unless otherwise noted, all invoices are to be sent to the Accounts Payable Department via USPS or Email.</i>	
USPS: Accounts Payable Paulding County School District 3236 Atlanta Highway Dallas, GA 30132	Email: accountspayable@paulding.k12.ga.us

Application Submittal:

USPS: Procurement Director Paulding County School District 3236 Atlanta Highway Dallas, GA 30132 Or Email: purchasing@paulding.k12.ga.us	Required Forms: The following forms are required to be submitted with this application. Failure to submit these forms will delay approval and entry into our supplier database. 1. A completed and signed IRS form W-9 (<i>Rev. December 2017</i>) 2. Applicable E-verify affidavit per the Georgia Security & Immigration Compliance Act as amended, O.C.G.A. 13-10-90 et.seq.
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Disclaimer: Receipt of this application by the District neither implies or guarantees any contract or obligation to purchase goods or services from applicant.

Representative Signature

Date

Representative Printed Name

19-181029 LAWNCARE SERVICES

**PROFESSIONAL REFERENCE SHEET
(School Systems preferred)**

Company: _____ Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Company: _____ Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Company: _____ Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Company: _____ Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Company: _____ Contact: _____

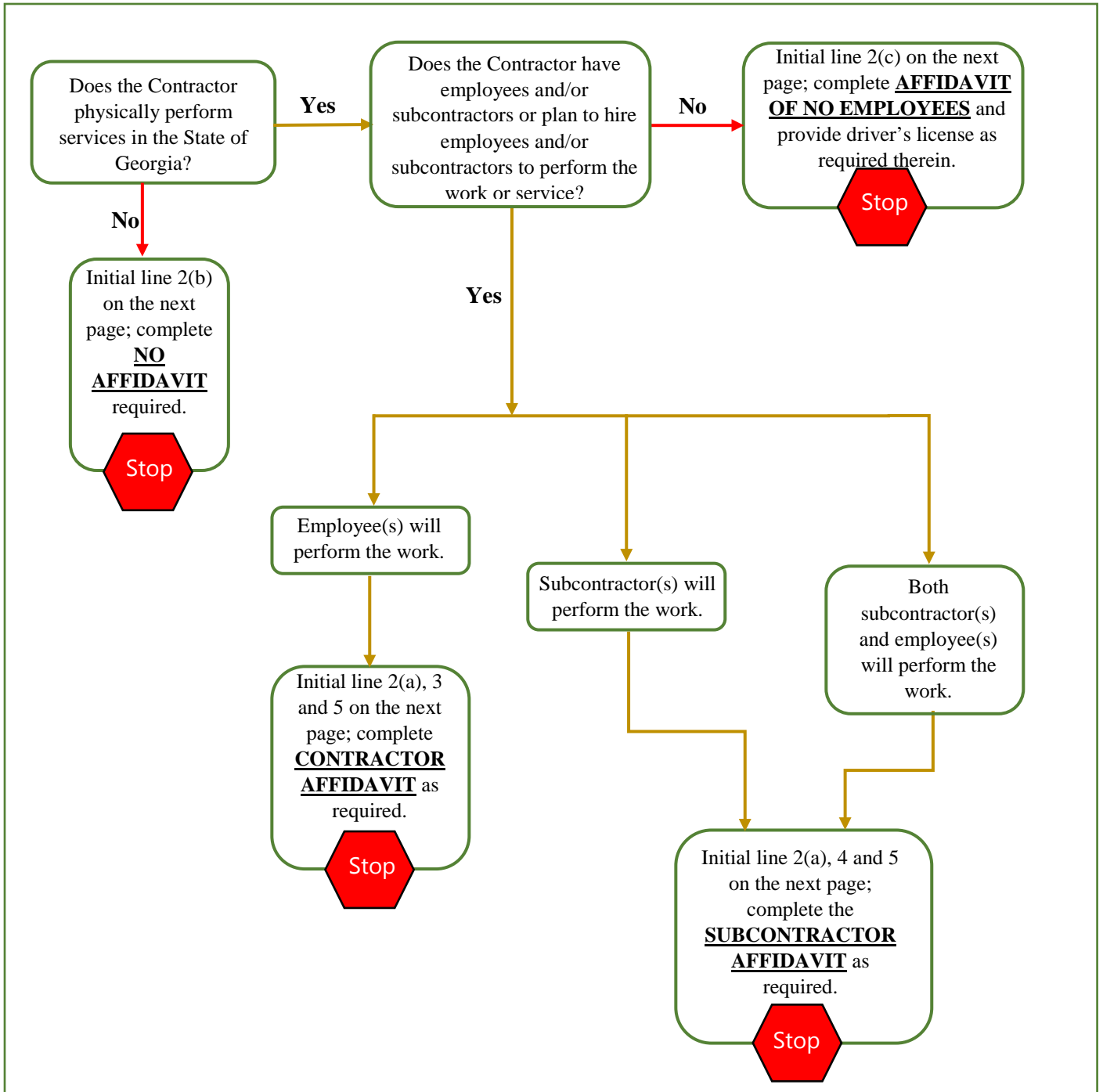
Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Determine how to comply with the GA Security & Immigration Act

This section is related to the GA Security & Immigration Compliance Act, O.C.G.A. §13-10-90 et seq. The chart below may assist the vendor in determining whether these documents apply to your company for this project. If in doubt as to whether a document should be completed and submitted, it is recommended that the vendor submit the information.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, AS AMENDED BY THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, O.C.G.A. 13-10-90, ET AL.

If you are providing physical performance of services to the Paulding County School District (PCSD), the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized, and submitted with your bid or proposal.

1. The PCSD shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act O.C.G.A. 13-10-90 et. seq.

2. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603, and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. 13-10-90 et. seq., (collectively the “Act”), the Vendor (“Contractor”) **Must initial** the statement applicable to Contractor below:
 - (a) _____(Initial here) Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of labor as set forth at Rule 300-10-1-.01 et. seq.; **or**

 - (b) _____ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et. al. and thus does not have to comply with the foregoing Georgia law

 - (c) _____(Initial here) Contractor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver’s license or ID card in lieu of an affidavit, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the District in writing and provide all affidavits required (Complete the Affidavit of No Employees)

3. _____(Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4. _____(Initial here) Contract agrees that, if Contractor employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, that Contractor will secure from each sub-contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5. _____(Initial here) Contractor agrees to provide the PCSD with all affidavits of compliance as required by O.C.G.A. 13-10-90 et. Seq, and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10- 1-.07 and 300-10-1-.08 within five (5) business days of receipt.

6. _____(Initial here) Vendor is a foreign company and therefore not required to provide the affidavit as required by O.C.G.A. §13-10-90 *et seq.* Vendor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

Company Name: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

EEV/Basic Pilot Program User Identification Number
(Note: Should be a 4 to 6-digit number)

Date of Authorization

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

Company Name / Vendor Name

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Vendor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

SUBCONTRACTOR AFFIDAVIT

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

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

EEV/Basic Pilot Program User Identification Number
(Note: Should be a 4 to 6-digit number)

Date of Authorization

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

Company Name / Sub-contractor Name

BY: Signature of Authorized Officer or Agent (of Subcontractor)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

AFFIDAVIT OF NO EMPLOYEES

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

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

Print Company Name / Name of Sole Proprietor

BY: Signature of Authorized Officer/Agent

Date

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

Notary Public

My Commission Expires

[Attach a copy of driver's license]