INVITATION TO BID

The Forsyth County Public Library is soliciting competitive bids from qualified Suppliers until 2:00 P.M., October 22, 2026, for the following:

Landscape services for five (5) branch locations and the administrative offices.

For bids to be considered, the potential bidder must attend the mandatory pre-bid meeting for each location. Please see the next page for date and times.

The successful bidder will be required to provide a Certificate of Insurance showing Forsyth County Public Library as additional insured. Requirements for insurance limits are listed in the terms & conditions.

Bid specifications can be obtained by visiting our website at https://webpages.forsythpl.org/RFP/Landscape2027/. Bid documents that can be downloaded at no cost from our website can also be obtained directly from the Forsyth County Public Library.

Bids should be typed or written legibly in ink and returned in a sealed envelope or sealed container. All bid packages must be clearly marked on the outside lower left corner of the package face with the **name of Bidder, Bid Title, and closing date.** Bid packages must be complete in detail, with all required information and documents, and if not so completed, will be rejected. Bids are to be delivered to and will be opened and read aloud at the Forsyth County Public Library, 585 Dahlonega Street, Cumming, GA 30040. Bidders and the general public are invited to attend the bid opening.

Bids are due by 2:00 P.M. on October 22, 2026. Office hours are Monday–Friday, 8:00 a.m.–4:30 p.m. Any bid received after this date and time **will not be accepted**. All bids must remain valid for a minimum of 60 days after the actual date of the opening.

Bids will be publicly opened and read aloud at 2:30 P.M. on October 22, 2026.
Bid tabulation will be available on the website the following morning at 8:30 A.M.

Award of the Bid will be made at a later date. Forsyth County Public Library reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety.

** "Bidder," "Supplier" or "Vendor" shall be defined herein as someone who is submitting a Bid, Proposal, or Quote in response to a solicitation from Forsyth County Public Library.

Invitation to Bid

Date Issued: September 21, 2026

For: Landscape Services

Must attend the pre-bid meeting for each site to be eligible to submit a bid.

Mandatory Pre-Bid Meeting	**Monday, October 5, 2026** **Hampton Park 9:00 a.m.** **Cumming/Admin. 10:00 a.m.** **Sharon Forks 11:15 a.m.** **Denmark 1:00 p.m.** **Post Road 2:00 p.m.**
Deadline for Receiving Sealed Bids	**2:00 p.m. (EST)** **Thursday, October 22, 2026**
Bid Receiving Office	**Administrative Offices** **585 Dahlonega Street** **Cumming, GA 30040**
Office Hours	**Monday-Friday** **9:00 a.m.-5:00 p.m.**
Bids will be opened at:	**2:30 p.m. (EST)** **Thursday, October 22, 2026** **Administrative Offices** **585 Dahlonega Street** **Cumming, GA 30040**
No Questions will be accepted after:	**October 9, 2026, 5:00 p.m. (EST)** **Email: wallacet@forsythpl.org**
Buyer Contact Information	**Tonya Wallace, Director of Support Services** **wallacet@forsythpl.org**

Sealed bids in triplicate copy (one original unbound) subject to all provisions of the Invitation to Bid, will be received and opened at the time, date and place shown above. Award of Bid will be made later pending evaluations of all bids submitted.

Bids should be typed or written legibly in ink and returned in a sealed envelope or sealed container. All bid packages must be clearly marked on the outside lower left corner of the package face with the name of Bidder, bid title, and opening date. Bid packages must be complete, in detail with all required information, bonds or other documents, and if not so completed, will be rejected.

Bids submitted after 2:00 P.M. (EST) on the date of the deadline **will not be accepted under any circumstances**. Delivery of Bid to proper location by date/time of deadline is Bidder's responsibility.

Bid tabulations will be furnished upon written request or may be viewed on our website: https://webpages.forsythpl.org/RFP/Landscape2027/.

Potential bidders are required to attend the mandatory pre-bid meeting.

Scope of Work

The work covered in this contract includes furnishing all labor, equipment, and materials necessary to perform the services as outlined herein, for the landscaped areas of the library facilities listed below:

Cumming Public Library &
Forsyth County Public Library Administrative Offices
585 Dahlonega Street
Cumming, GA 30040

Sharon Forks Public Library
2820 Old Atlanta Road
Cumming, GA 30041

Hampton Park Library
5345 Settingdown Road
Cumming, GA 30041

Post Road Library
5010 Post Road
Cumming, GA 30040

Denmark Library
530 Fowler Road
Alpharetta, GA 30004

Specific Contract Requirements

Cumming Library and Administrative Offices

See map for areas of responsibility:
https://webpages.forsythpl.org/RFP/Landscape2027/Cumming_Library_and_Administrative_Offices.pdf

Green areas = grass
Yellow = mulch

- ☐ Contractor is responsible for ensuring surfaces are clear of landscape debris at every maintenance visit. Surfaces include parking lots, sidewalks, driveways, and entrances into the building, including all areas under the covered drive-through entrances.

- ☐ All trash and debris, including grass, tree, and shrub clippings, will be removed from library property by the Contractor. Under no circumstances will trash or debris be placed in library dumpsters, on library property, or on adjacent property.

- ☐ Lawns will be mowed at a height appropriate for the type of grass including areas under picnic tables, benches or other hard to access areas. Contractor will ensure a healthy, neat, uniform appearance of grasses.

- ☐ Contractor will maintain a neat appearance for areas not accessible by lawn mower (such as the retention ponds and sloped areas).

- ☐ Contractor will control and eliminate weeds in lawns, beds, master garden area, parking lots, sidewalks and other paved areas with appropriate use of herbicides, and manual weeding. Weeds must be **treated or manually weeded every visit** during the fall, spring and summer to prevent them from becoming unsightly.

- ☐ Contractor will remove any weeds found during inspection of grounds at each visit.

- ☐ Lawns, plant beds, sidewalks, master garden area, curbing, and tree wells will be edged to maintain neat, attractive appearances.

- ☐ All pruning and thinning of shrubs will be performed so that the natural shape is retained.

- ☐ Shrubs and plants that overhang into passageways and parking areas will be pruned as needed.
    - ☐ Prune established path to flag pole.

- ☐ Pruning should be done at each visit.

- ☐ Shrubs and plants will be pruned to control size and any damaged or dead areas should be removed.

- ☐ Low-hanging tree limbs will be trimmed to prevent obstacles to signs, parking areas, or pedestrian traffic.

- ☐ It is the responsibility of the Contractor to promptly remove all dead ornamental trees and plants from the library site.

- ☐ Contractor will report damage or decay of larger trees or high tree branches to FCPL's Contact Person. Removal of large trees or high limbs will be the responsibility of FCPL.

- ☐ Contractor will trim weeds and grasses from detention ponds (inside fence area, and outside fence) before the ponds become unsightly. Trimming should occur **at least every quarter.**

- ☐ ~~Contractor will maintain colored pine bark mulch in all beds all year round. Additional mulch should be installed over bare spots or in washed areas. Owner will choose the color of mulch used. Mulch can be applied at any time of the year to cover bare spots or in washed areas.~~

- ☐ ~~Plant beds receiving newly applied mulch will be properly trenched to prevent mulch from leaving the bed area. Beds adjacent to grassed areas will be trenched to prevent spread of grass to bed areas.~~

Denmark Library

See map for areas of responsibility:
https://webpages.forsythpl.org/RFP/Landscape2027/Denmark_Library.pdf

Green areas = grass
Yellow = mulch
Blue = pinestraw

- ☐ Contractor is responsible for ensuring surfaces are clear of landscape debris at every maintenance visit. Surfaces include parking lots, sidewalks, driveways, and entrances into the building, including all areas under the covered drive-through entrances.

- ☐ All trash and debris, including grass, tree, and shrub clippings, will be removed from library property by the Contractor. Under no circumstances will trash or debris be placed in library dumpsters, on library property, or on adjacent property.

- ☐ Lawns will be mowed at a height appropriate for the type of grass including areas under picnic tables, benches or other hard to access areas. Contractor will ensure a healthy, neat, uniform appearance of grasses.
    - ☐ Maintain a 6 inch high grass around the large trees along the driveway between the front of the building and the parking lot.

- ☐ Contractor will maintain a neat appearance for areas not accessible by lawn mower (such as the retention ponds and sloped areas).

- ☐ Contractor will control and eliminate weeds in lawns, beds, parking lots, sidewalks and other paved areas with appropriate use of herbicides, and manual weeding. Weeds must be **treated or manually weeded every visit** during the fall, spring and summer to prevent them from becoming unsightly.
    - ☐ Maintain weed treatment on sloped areas of lovegrass directly behind the back of the library.

- ☐ Contractor will remove any weeds found during inspection of grounds at each visit.

- ☐ Lawns, plant beds, sidewalks, curbing, and tree wells will be edged to maintain neat, attractive appearances.

- ☐ All pruning and thinning of shrubs will be performed so that the natural shape is retained.

- ☐ Shrubs and plants that overhang into passageways and parking areas will be pruned as needed.

- ☐ Pruning should be done at each visit, if required by plant growth.

- ☐ Shrubs and plants will be pruned to control size and any damaged or dead areas should be removed.

- ☐ Low-hanging tree limbs will be trimmed to prevent obstacles to signs, parking areas, or pedestrian traffic.

- ☐ It is the responsibility of the Contractor to promptly remove all dead ornamental trees and plants from the library site.

- ☐ Contractor will report damage or decay of larger trees or high tree branches to FCPL's Contact Person. Removal of large trees or high limbs will be the responsibility of FCPL.

- ☐ Contractor will trim weeds and grasses from ~~detention ponds~~ bioswale areas (inside fence area, and outside fence) before the ponds become unsightly. Trimming should occur **at least every quarter.**

- ☐ The bioswale areas at the Denmark Library contain filtering plants as part of the bioswale process. When possible, trim around filter plants or leave all vegetation 6" high so that filter plants can be identified. **No heavy equipment is allowed in the bioswale area. Only handheld equipment may be used in these areas.**

- ☐ Contractor will control weeds in bioswale areas with the appropriate use of herbicides, and manual weeding. Weeds must be **treated or manually weeded every visit** during the fall, spring and summer to prevent them from becoming unsightly.

- ☐ ~~Contractor will maintain colored pine bark mulch in beds marked on the plans as "mulch" all year round. Additional mulch should be installed over bare spots or in washed areas. Owner will choose the color of mulch used.~~

- ☐ ~~Contractor will maintain pine straw in beds marked on the plans as "pine straw" all year round. Additional mulch should be installed over bare spots or in washed areas. Mulch and pine straw can be applied at any time of the year to cover bare spots or in washed areas.~~

- ☐ ~~Plant beds receiving newly applied mulch or pine straw will be properly trenched to prevent mulch or pine straw from leaving the bed area. Beds adjacent to grassed areas will be trenched to prevent spread of grass to bed areas.~~

Hampton Park Library

See map for areas of responsibility:

https://webpages.forsythpl.org/RFP/Landscape2027/Hampton_Park_Library.pdf

Green areas = grass
Yellow = mulch

- ☐ Contractor is responsible for ensuring surfaces are clear of landscape debris at every maintenance visit. Surfaces include parking lots, sidewalks, driveways, and entrances into the building, including all areas under the covered drive-through entrances.

- ☐ All trash and debris, including grass, tree, and shrub clippings, will be removed from library property by the Contractor. Under no circumstances will trash or debris be placed in library dumpsters, on library property, or on adjacent property.

- ☐ Lawns will be mowed at a height appropriate for the type of grass including areas under picnic tables, benches or other hard to access areas. Contractor will ensure a healthy, neat, uniform appearance of grasses.

- ☐ Contractor will maintain a neat appearance for areas not accessible by lawn mower (such as the retention ponds and sloped areas).

- ☐ Contractor will control and eliminate weeds in lawns, beds, master garden area, parking lots, sidewalks and other paved areas with appropriate use of herbicides, and manual weeding. Weeds must be **treated or manually weeded every visit** during the fall, spring and summer to prevent them from becoming unsightly.

- ☐ Contractor will remove any weeds found during inspection of grounds at each visit.

- ☐ Lawns, plant beds, sidewalks, master garden area, curbing, and tree wells will be edged to maintain neat, attractive appearances.

- ☐ All pruning and thinning of shrubs will be performed so that the natural shape is retained.

- ☐ Shrubs and plants that overhang into passageways and parking areas will be pruned as needed.

- ☐ Pruning should be done at each visit, if required by plant growth.

- ☐ Shrubs and plants will be pruned to control size and any damaged or dead areas should be removed.

- ☐ Low-hanging tree limbs will be trimmed to prevent obstacles to signs, parking areas, or pedestrian traffic.

- ☐ It is the responsibility of the Contractor to promptly remove all dead ornamental trees and plants from the library site.

- ☐ Contractor will report damage or decay of larger trees or high tree branches to FCPL's Contact Person. Removal of large trees or high limbs will be the responsibility of FCPL.

- ☐ Contractor will trim weeds and grasses inside the fence along the creek side before the ponds become unsightly. Trimming should occur **at least every quarter.**

- ☐ ~~Contractor will maintain colored pine bark mulch in all beds all year round. Additional mulch should be installed over bare spots or in washed areas. Owner will choose the color of mulch used. Mulch can be applied at any time of the year to cover bare spots or in washed areas.~~

- ☐ ~~Plant beds receiving newly applied mulch will be properly trenched to prevent mulch from leaving the bed area. Beds adjacent to grassed areas will be trenched to prevent spread of grass to bed areas.~~

Post Road Library

See map for areas of responsibility:

https://webpages.forsythpl.org/RFP/Landscape2027/Post_Road_Library.pdf

Green areas = grass
Yellow = mulch

- ☐ Contractor is responsible for ensuring surfaces are clear of landscape debris at every maintenance visit. Surfaces include parking lots, sidewalks, driveways, and entrances into the building, including all areas under the covered drive-through entrances.

- ☐ All trash and debris, including grass, tree, and shrub clippings, will be removed from library property by the Contractor. Under no circumstances will trash or debris be placed in library dumpsters, on library property, or on adjacent property.

- ☐ Lawns will be mowed at a height appropriate for the type of grass including areas under picnic tables, benches or other hard to access areas. Contractor will ensure a healthy, neat, uniform appearance of grasses.

- ☐ Contractor will maintain a neat appearance for areas not accessible by lawn mower (such as the retention ponds and sloped areas).

- ☐ Any damage to turf caused by lawn cutting equipment will be repaired by the Contractor at their expense.

- ☐ Contractor will control and eliminate weeds in lawns, beds, master garden area, parking lots, sidewalks and other paved areas with appropriate use of herbicides, and manual weeding. Weeds must be **treated or manually weeded every visit** during the fall, spring and summer to prevent them from becoming unsightly.

- ☐ Contractor will remove any weeds found during inspection of grounds at each visit.

- ☐ Lawns, plant beds, sidewalks, master garden area, curbing, and tree wells will be edged to maintain neat, attractive appearances.

- ☐ All pruning and thinning of shrubs will be performed so that the natural shape is retained.

- ☐ Shrubs and plants that overhang into passageways and parking areas will be pruned as needed.

- ☐ Pruning should be done at each visit, if required by plant growth.

- ☐ Shrubs and plants will be pruned to control size and any damaged or dead areas should be removed.

- ☐ Low-hanging tree limbs will be trimmed to prevent obstacles to signs, parking areas, or pedestrian traffic.

- ☐ It is the responsibility of the Contractor to promptly remove all dead ornamental trees and plants from the library site.

- ☐ Contractor will report damage or decay of larger trees or high tree branches to FCPL's Contact Person. Removal of large trees or high limbs will be the responsibility of FCPL.

- ☐ Contractor will trim weeds and grasses from detention ponds (inside fence area, and outside fence) before the ponds become unsightly. Trimming should occur **at least every quarter.**

- ☐ The detention ponds at the Post Road Library contain filtering plants as part of the bioswale process. When possible, trim around filter plants or leave all vegetation 6" high so that filter plants can be identified.

- ☐ ~~Contractor will maintain colored pine bark mulch in all beds all year round. Additional mulch should be installed over bare spots or in washed areas. Owner will~~

~~choose the color of mulch used. Mulch can be applied at any time of the year to cover bare spots or in washed areas.~~

- [ ] ~~Plant beds receiving newly applied mulch will be properly trenched to prevent mulch from leaving the bed area. Beds adjacent to grassed areas will be trenched to prevent spread of grass to bed areas.~~

Sharon Forks Library

See map for areas of responsibility:
https://webpages.forsythpl.org/RFP/Landscape2027/Sharon_Forks_Library.pdf

Green areas = grass
Yellow = mulch

- [ ] Contractor is responsible for ensuring surfaces are clear of landscape debris at every maintenance visit. Surfaces include parking lots, sidewalks, driveways, and entrances into the building, including all areas under the covered drive-through entrances.

- [ ] All trash and debris, including grass, tree, and shrub clippings, will be removed from library property by the Contractor. Under no circumstances will trash or debris be placed in library dumpsters, on library property, or on adjacent property.

- [ ] Lawns will be mowed at a height appropriate for the type of grass including areas under picnic tables, benches or other hard to access areas. Contractor will ensure a healthy, neat, uniform appearance of grasses.

- [ ] Contractor will maintain a neat appearance for areas not accessible by lawn mower (such as the sloped areas).

- [ ] Contractor will control and eliminate weeds and poison ivy in lawns, beds, parking lots, sidewalks and other paved areas with appropriate use of herbicides, and manual weeding. Weeds and poison ivy must be **treated or manually weeded every visit** during the fall, spring and summer to prevent them from becoming unsightly.

- [ ] Contractor will remove any weeds found during inspection of grounds at each visit.

- [ ] Lawns, plant beds, sidewalks, curbing, and tree wells will be edged to maintain neat, attractive appearances. Juniper will be cut so it does not encroach on sidewalks or curbs.

- [ ] All pruning and thinning of shrubs will be performed so that the natural shape is retained.

- [ ] Shrubs and plants that overhang into passageways and parking areas will be pruned as needed.
    - [ ] Prune established path to flag pole.

- [ ] Pruning should be done at each visit, if required by plant growth.

- [ ] Shrubs and plants will be pruned to control size and any damaged or dead areas should be removed.

- [ ] Low-hanging tree limbs will be trimmed to prevent obstacles to signs, parking areas, or pedestrian traffic.

- [ ] It is the responsibility of the Contractor to promptly remove all dead ornamental trees and plants from the library site.

- [ ] Contractor will report damage or decay of larger trees or high tree branches to FCPL's Contact Person. Removal of large trees or high limbs will be the responsibility of FCPL.

- [ ] ~~Contractor will maintain colored pine bark mulch in all beds all year round. Additional mulch should be installed over bare spots or in washed areas. Owner will choose the color of mulch used. Mulch can be applied at any time of the year to cover bare spots or in washed areas.~~

- [ ] ~~Plant beds receiving newly applied mulch will be properly trenched to prevent mulch from leaving the bed area. Beds adjacent to grassed areas will be trenched to prevent spread of grass to bed areas.~~

Personnel Requirements

- Contractor shall provide adequate personnel, trained in proper landscape maintenance procedures and techniques, and in the use of equipment and chemical applications. The Contractor must demonstrate the ability to provide trustworthy, reliable workers.

- Contractor shall employ a competent supervisor who will have full authorization to act on Contractor's behalf and who will ensure that the Contractor's employees are fulfilling all terms of this contract. All communications given to this supervisor shall be as binding as if given to the Contractor. Contractor's supervisor shall establish a mutually agreeable regular line of communication with FCPL's contact person.

- No subcontracting of this contract will be allowed without the express written consent of FCPL.

Safety Precautions

- The Contractor shall adhere to and enforce all applicable local, state, federal, and OSHA safety rules and regulations. All personnel will wear Personal Protective Equipment as required.

Liability

- Contractor shall be responsible for any such loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the Forsyth County Public Library or Forsyth County Public Library employees or to any other person or organization to such extent as the Forsyth County Public Library or Forsyth County Government is legally liable for such loss or damage, if any such loss or damage was caused by an employee of Contractor.

- Contractor will pay for the replacement cost of any sod or seeded lawn that dies due to the Contractor's negligence. Sod or seeded lawn replacement will be of a comparable quality that was originally installed.

- Plants or trees that die due to negligence of the Contractor will be replaced by the Contractor at no charge to FCPL. Replacement will be with a plant or tree of comparable size and of the same species as the plant or tree that died. Substitutes require the approval of FCPL's Contact Person.

- Contractor will report all problems and damages to the irrigation system to FCPL's Contact Person. All costs associated with replacing damaged irrigation system components caused by the Contractor's employees or the Contractor's landscape maintenance equipment will be the responsibility of the Contractor.

- Any damage to turf caused by lawn cutting equipment will be repaired by the Contractor at their expense.

Required Information from Sealed Bidders

Date of Sealed Bid: October 22, 2026

The undersigned agrees, if this bid is accepted within 60 calendar days after the date of opening, to furnish all equipment, materials, or services in strict accordance with the provisions of this Invitation to Bid, at the price and terms and according to specifications or other provisions in this bid package. DO NOT INCLUDE ANY TAXES IN THE BID PACKAGE AS FORSYTH COUNTY PUBLIC LIBRARY IS EXEMPT BY LAW.

SEALED BIDDER'S INFORMATION

_____	_____
Company Name	Name of Person Authorized to Submit this Bid
Street Address:	
_____	_____
	Title
_____	
Mailing Address:	Contact person for this bid:
_____	_____
	Name
_____	_____
	Telephone
_____	_____
Tax I.D. #	Email

I hereby acknowledge receipt of the following checked Addendum of the Sealed Bid, Plans, Specifications, and/or other documents pertaining to the Project.

Addendum No(s).: 1____ 2____ 3____ 4____ 5____ I **understand that failure to confirm the receipt of addendum is cause for rejection of Sealed BIDS. It is the responsibility of the Bidder to ensure receipt of all addenda.**

Authorized Signature: _____ Date: _____

Bid Schedule

The price listed below must be all-inclusive. Budgetary constraints prevent the Library from accepting add-ons such as gas surcharges. Be sure to include all costs associated with labor, equipment, transportation, insurance and other costs to cover finished work in the bid price. The Total Cost listed below must include all specifications and vendor tasks listed in this Invitation to Bid.

	Landscaping	
Branch	**Monthly Cost**	**Annual Cost**
Cumming Library and Admin. Offices 585 Dahlonega Street Cumming, GA 30040	$	$
Hampton Park Library 5345 Settingdown Road Cumming, GA 30041	$	$
Post Road Library 5010 Post Road Cumming, GA 30040	$	$
Sharon Forks Library 2820 Old Atlanta Road Cumming, GA 30041	$	$
Denmark Library 530 Fowler Road Alpharetta, GA 30004	$	$
Total	**$**	**$**

****This bid may be awarded by location or in full.**

The library may request yard waste removal services in the future. We are not certain if these services will be needed, and we will notify the vendor if and when we require them.

Please provide pricing for this potential service per volume ton: $_____per haul

The library may request pine straw or mulch services in the future. We are not certain if these services will be needed, and we will notify the vendor if and when we require them.

Please provide pricing for this potential service per cubic area: $_____per cubic area

Please provide pricing for this potential service per bale: $_____per bale

This agreement may be renewed on a year-to-year basis for two (2) additional one (1) year terms.

Authorized Signature: _____ Date: _____

Company Name: _____

Non-Collusion Affidavit

(This Affidavit is Part of the Bid Documents)

BID DATE: October 22, 2026

PROJECT DESCRIPTION:

STATE OF _____ }

COUNTY OF _____ }

_____, being first duly sworn, deposes and says that (s)he is _____ (the sole owner, a partner, the president, secretary, etc.) of _____ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against Forsyth County Public Library, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: _____ Date: _____

Signed and sworn to (or affirmed) before me on _____, 20____

by _____,
Printed name(s) of individual(s) making statement

_____

Notary Public (SEAL)

My Commission Expires: _____

BIDDER REFERENCES FORM

You must have at least four (4) client references listed on this form. Reference information must reflect current or recent work that is comparable in scope to the FCPL job. *Note: Please list references who are knowledgeable about your company and your staff.* You may submit multiple reference forms if you wish to provide more than four (4) references.

Please list company name, contact name, address, a business telephone number, and email address.

Client Reference # 1:

_____

_____

_____

Client Reference #2:

_____

_____

_____

Client Reference #3:

_____

_____

_____

Client Reference #4:

_____

_____

_____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Forsyth County Public Library has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,202__. SEAL

_____
NOTARY PUBLIC
My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 (_____) on behalf of (_____) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF_____,202__.

SEAL

_____
NOTARY PUBLIC
My Commission Expires: _____

Instruction to Bidders

1. **QUESTIONS:** All questions concerning this Invitation should be directed to the procurement agent whose name appears on the cover page unless otherwise directed. Any information obtained about this solicitation through any means other than the solicitation itself or the addendums thereunto is not valid and should not be considered in any response to this solicitation.

2. **ADDENDA AND INTERPRETATIONS:** No interpretation of the meaning of the plans and specifications or other bid documents will be made to any Bidder orally. Every request for such interpretations must be in writing and addressed to buyer listed as contact, and to be given consideration, must be received at least ten (10) business days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be placed on the Forsyth County Public Library website. Bidders should check for and obtain any addenda by going to https://webpages.forsythpl.org/RFP/Landscape2027/.

3. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under his bid as submitted; it is the responsibility of the Bidder to ensure receipt of any addenda. All addenda so issued shall become part of the Contract Documents.

4. **SUBSTITUTIONS:** It is not the intent of these specifications to exclude any manufacturer/dealer/ contractor from bidding. Responsibility for meeting these specifications and the burden of proving the equality of a proposed substitution rests on the Bidder and such proof must be provided with the Bid. Any differences in the Bidder's equipment/product/service must be so noted and addressed specifically, with any deviations to the specifications listed on a separate sheet of paper titled "EXCEPTIONS TO SPECIFICATIONS." Bidders who do not comply with this request will not have their bid considered for award. Forsyth County Public Library reserves the right to determine whether any or all such exceptions will or will not be accepted. No exceptions will be deemed to have been accepted by the County unless they have been incorporated into an award resulting from this Bid. In instances where no substitutions will be accepted due to safety, security, compatibility, or other issues, it will be so noted in the specifications of the bid documents. All items must be responded to, please use the term "No Bid" for any items you cannot provide.

   It is the Library's intent that this Bid permit competition. It shall be the Bidder's responsibility to advise the Library, in writing, if any language, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Such notification must be received by the Library no later than four (4) days prior to the date set for acceptance of the Bid

5. **MEANS AND METHODS:** The vendor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this solicitation shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be

recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

6. **COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Forsyth County Public Library.

7. **AFFIDAVIT:** The Bidder will be required to execute a Non-Collusion Affidavit and submit this form with the bid documents.

8. **BID ACCEPTANCE TIME:** Bids requiring acceptance by the Library in less than sixty (60) calendar days could be rejected, unless so stated on the "Required Information from Sealed Bidders" page and accepted by the Library.

9. **DELIVERY:** Delivery times you are able to meet for items listed in the Bid Schedule must be specified on the "Required Information from Sealed Bidders" page. Failure to meet stated delivery times may be grounds for cancellation of order. All terms shall be F.O.B Destination, to include inside delivery to the using department, with all charges for transportation, unloading and inside delivery paid by the Bidder.

10. **RISK OF LOSS:** Bidder agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release Bidder from any obligation.

11. **WITHDRAWAL OF BIDS:** The Bidder shall give notice in writing of his claim of right to withdraw his Bid, without penalty, due to an error within twenty-four hours (24) after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the Bid sought to be withdrawn. The Bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his Bid. If a Bid is withdrawn under the authority of this provision, the lowest remaining responsive Bid shall be deemed to be low Bid.

    No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

    Bid withdrawal is not automatically granted and will be allowed solely at Forsyth County Public Library's discretion

12. **AWARD:** Forsyth County Public Library reserves the right to make an award as deemed in its best interest, which may include awarding the whole bid, only part of the bid, or none of the bid to a single Bidder or to multiple Bidders, based on the County's sole discretion of its best interest. Award will be made to the lowest responsive and responsible Bidder meeting the

Bid specifications. This is the Bidder who submits the lowest price, whose Bid meets the specifications, who agrees to contract terms and conditions with Forsyth County Public Library, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible Bidder will not always be the Bidder who has submitted the lowest monetary bid. The evaluation of award will consider the cost, efficiency, dependability, prior service, experience, and any factors which influence the necessary operations of Forsyth County Public Library. The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. Any Bidders submitting fluctuating pricing or charging for freight may not be considered for award. Forsyth County Public Library reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

13. **APPROPRIATION OF FUNDS:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the Library's obligations under said contract(s).

14. **BID RESULTS:** No bid results will be issued by telephone. Interested parties may request in writing, a bid tabulation by sending a self-addressed, stamped envelope with their request to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, GA 30040. Bid results are also available on the Forsyth County Public Library website https://webpages.forsythpl.org/RFP/Landscape2027/.

15. **DISCOUNTS:** Prompt payment discounts offered for period of less than fifteen (15) days will not be considered in determining the low Bidder. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

16. **PAYMENT & INVOICES:** Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of correct invoice, unless a shorter time is stated in the Bid and accepted by the County. All invoices should be itemized in full, show payment terms and include the Purchase Order number. Original invoice should be submitted to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, Georgia 30040. or wallacet@forsythpl.org.

    Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished upon request. Forsyth County Public Library is exempt from taxes, but the successful Bidder shall pay all taxes required of him by law. Forsyth County Public Library cannot exempt others from tax.

    Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11, et seq.).

17. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Accounts Payable, 585 Dahlonega Street, Cumming, Georgia 30040 or accountspayable@forsythpl.org.

18. **ANTI-DISCRIMINATION CLAUSE:** "Forsyth County Public Library does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided or contracts awarded."

    The Bidder in accepting any award resulting from this bid, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, which are incorporated herein by reference.

19. **INSPECTION OF RECORDS:** The records of the Procurement Office are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Procurement Office.

    Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner will not protect this material from public inspection upon request.

    There will be a charge assessed to any Vendor requesting copies of records.

20. **TRADE SECRETS:** Pursuant to Georgia law, any trade secrets that are required by law, regulation, bid, or request for proposal to be submitted to the Library are exempt from disclosure under the Open Records Act. However, this exemption applies only in specific circumstances. If records containing trade secrets are submitted to the Library, and the submitting company wants to protect the trade secrets contained in those records from disclosure, an affidavit must be attached to the records stating that specific information in the records is a trade secret. Please note, a company cannot merely mark otherwise open records with "confidential" or "proprietary" to protect such records from disclosure. The affidavit must be submitted with the records when they are first provided to the Library, and the affidavit should affirmatively declare that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code. The submitted affidavit should clearly identify the information and/or records that constitute trade secrets and must provide the specific location of such trade secrets in the records submitted (i.e., page(s), section(s), etc.). If the Library does not receive an affidavit identifying specific information as trade secrets, the trade secret exemption will not apply. Upon receiving a request for such records under the Open Records Act, the Library will respond in accordance with O.C.G.A. 50-18-72(a)(34) and other applicable law.

21. **PERMITS & FEES:** It is the Contractor's responsibility to secure and pay for the building permit and other permits and fees, licenses, and inspections necessary for proper execution of the Work which are customarily secured after execution of the Contract

22. **BACKGROUND CHECKS:** Forsyth County Public Library reserves the right to have the contractor undergo a Forsyth County Public Library Sheriff's Office criminal history background check for any project at the contractor's cost. Background checks will be required if contractor will be working in the Court Facilities.

23. **PERFORMANCE STANDARDS:** If requirements are not being met, Forsyth County Public Library will notify the Contractor, in writing, stating deficiencies, substitutions, delivery schedule, poor workmanship. A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the Owner. Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied, Forsyth County Public Library has the right to cancel this Agreement with no additional obligation to Contractor. If the vendor has three (3) consecutive unsatisfactory ratings on file, the Vendor will be suspended and debarred from consideration from award of future contracts.

24. **ESTIMATED QUANTITIES:** Listed quantities shall not be considered firm estimates for the calendar year and shall be bid on a **MORE OR LESS** basis. Forsyth County Public Library shall not be required to purchase a minimum quantity or number of items during the contract period, nor shall be bound or limited to the estimated quantities listed. Actual quantities ordered will be based upon the needs of the Library and payment will be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

25. **PRICING:** The prices quoted in response to this Invitation to Bid shall be binding upon the Vendor and shall remain firm for the full term of this Agreement. The Vendor assumes all risk for wholesale price fluctuations during said term.

26. **TERM AND RENEWALS:** The term of this Agreement shall begin upon its effective date February 1, 2027 and shall terminate on January 31, 2028. The contract may be renewed for two (2) additional one (1) year periods provided fees are firm (or subject to a pre-approved increase), service is satisfactory, both parties are willing to renew, and the terms and conditions remain the same. Prior to each renewal of this Agreement the Vendor will be given an option for a price change review. If during this review the Vendor chooses to request a change in pricing, Forsyth County Public Library reserves the right to accept or reject the proposed pricing changes. If Forsyth County Public Library chooses to reject the proposed pricing changes, this will result in a rebid of the Agreement. If no pricing changes are requested or, if requested pricing changes are accepted by Forsyth County Public Library and both parties agree to renew the Agreement for an additional one (1) year term, the agreed upon pricing shall be binding upon the Vendor and shall remain firm for the full one (1) year term of the renewed Agreement. The Vendor assumes all risk for wholesale price fluctuations during said renewal term.

27. **TERMINATION:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation to Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Forsyth County Public Library, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the Forsyth County Public Library.

28. **REGULATORY AGENCIES:** Successful Bidder will be responsible for all required permits or license required by any regulatory agency of the city, county, state, or federal governments. Further, successful Bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).

29. **INDEPENDENT CONTRACTORS:** The Bidder represents to Forsyth County Public Library that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized, and financed to perform such functions. The Bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Forsyth County Public Library and nothing contained in this Invitation to Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants or agents or subcontractors as a partner, employee, servant or agent of the library nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

30. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that successful Bidder will not assign, transfer, convey or otherwise dispose of a contract that results from this Invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the Library.

31. **ACCURACY DISCLAIMER:** The Bidder shall thoroughly acquaint himself with all existing areas and conditions. The Bidder is advised to visit and survey the sites prior to submission of bids. Miscellaneous items of work and material necessary to the complete performance of the work shall be provided whether mentioned in the Specifications.

    The Bidder shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the Bid. The Bidder will be allowed no additional compensation for his failure to be so informed.

32. **EXECUTION OF CONTRACT:** Subsequent to the award, the successful Bidder will be presented with a contract and other applicable forms. The successful Bidder shall execute and return the contract and forms **within ten (10) days of presentation** together with the Payment Bond, Performance Bond, and Certificate of Insurance. If said documents are mailed to the successful Bidder, the date of presentation shall be deemed the postmark date. The Bid of the successful Bidder and the Invitation to Bid shall be incorporated into the contract, except to the extent that this Invitation to Bid conflicts with the contract in case the provisions of the contract differ from the Invitation, the contract shall have precedence.

33. **COMPLETION TIME:** Project is to be completed within the time frame established in the Invitation to Bid and accepted by the Library. Work shall be completed as bid, in the manner with the specifications bid. If the contract is not completed within the time provided, bidder shall pay to the Library, not as a penalty, but as liquidated damages, a set sum per day as stated in the contract, for every day beyond said completion day.

34. **INSURANCE:** Certificate is to be submitted at the time the Contract is executed and must meet the following requirements:
    A. Statutory Worker's Compensation Insurance
        i. Bodily Injury by Accident $100,000.00 each accident
           Bodily Injury by Disease $100,000.00 policy limit
           Bodily Injury by Disease $500,000.00 each employee

    B. Commercial General Liability Insurance
        i. $1,000,000 limit of liability per occurrence for bodily injury and property damage

ii. The following additional coverages must apply:
    - 1986 (or later) ISO Commercial General liability form
    - Dedicated limits per project or location (CG 25 03 or CG 25 04)
    - Additional insured endorsement (form b CG 20 10 with a modification for completed operations or a separate endorsement covering completed operations)
    - Blanket Contractual liability
    - Broad Property Damage
    - Severability of Interest
    - Underground explosion and collapse coverage
    - Personal injury (deleting both contractual and employee exclusions)

C. Auto Liability Insurance
    i. $1,000,000.00 limit of liability per occurrence for bodily injury and property damage
    ii. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
    iii. Additional insured endorsement
    iv. Contractual Liability

D. Umbrella Liability Insurance $1,000,000.00 limit of liability
The following coverages must apply:
    i. Additional insured endorsement
    ii. Concurrency of effective dates with primary
    iii. Blanket contractual liability
    iv. Drop down feature
    v. Care, Custody, and Control– Follow from primary
    vi. Aggregates apply where applicable in primary
    vii. Umbrella policy must be as broad as the primary policy

E. Forsyth County Public Library should be shown as additional insured on the General Liability Auto Liability and Umbrella Liability.

F. The cancellation should provide ten (10) days' notice for nonpayment and thirty (30) days' notice of cancellation.

G. Certificate Holder should read:

Forsyth County Public Library
Adrianne Junius
585 Dahlonega Street
Cumming, GA 30040

H. Insurance Company except Worker's Compensation must have A.M. Best rating of A-5 or higher. Certain Worker's Comp funds may be acceptable by the approval of the Risk Management Division. European makers including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

I. Insurance company must be licensed to do business by the Georgia Department of Insurance.

J. Certificates of Insurance and any subsequent renewals must reference specific bid/contract by project name and by project/bid number.

K. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the Library to verify the compliance with the insurance requirements.

L. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the Library.

M. Contractor shall incorporate a copy of insurance requirements as herein provided in every subcontract with every subcontractor in any tier and shall require every subcontractor of any tier to comply with all such requirements. Contractor agrees that is for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the Contractor at the Contractor's expense.

N. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained have been complied with and until evidence of such compliance satisfactory to Forsyth County Public Library as to form and content has been filed with Forsyth County Public Library. The Acord certificate of insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitution.

O. The Contractor shall agree to waive all rights of subrogation against the Library, the Board of Trustees, its officers, employees, and volunteers from losses arising from work performed by the Contractor for the Library.

P. The Contractor shall make available to the Library, through its records or records of the insurer, information regarding specific claim related to any Library project. Any loss run information available from the Contractor or their insurer relating to the Library project will be made available to the Library upon their request.

Q. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liability provisions of the contract.

R. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health act of 1970. Public Law 91-956 and any other laws that may apply to this Contract.

S. The Contractor shall at a minimum apply risk management practices accepted by the contractor's industry.

Forsyth County Public Library Purchase Order
Standard Terms and Conditions

1. No changes will be made to this Purchase Order except by written modification by the Forsyth County Public Library.
2. Vendor shall transfer and deliver to the Library, all the goods and/or services described herein for the consideration set forth herein.
3. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
4. Risk of loss of the goods shall pass to Library upon acceptance only.
5. Title to the goods shall remain with Vendor until acceptance by Library.
6. Vendor warrants that the goods are merchantable and as described herein.
7. Library shall have the right to inspect the goods at the time and place of delivery.
8. If unable to fill this order exactly in accordance with the description and price thereon communicate at once with the Library for instructions. The Library reserves the right to reject and return at shipper's expense all materials or supplies delivered which do not conform to our description or specifications.
9. If there is any part of this order that you cannot fill promptly or within the time specified, notify the Library at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Library shall have the right at its option to cancel this order in whole or in part, and the Library may procure the goods, or services, from other sources, and hold the vendor responsible for any part, and EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
10. No claim or right arising out of a breach of this Agreement can be discharged, in whole or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
11. No right or interest in the contract shall be assigned by Vendor without the written permission of the Library, and no delegation of any obligation owed or of the performance of any obligation by Vendor shall be made without the written permission of the Library. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
12. This Purchase Order shall be governed in all respects by the laws of the State of Georgia.
13. Items on this Purchase Order are exempt from Federal Excise Tax (58-2228307) and Georgia Sales and Use Tax.
14. All goods and/or services supplied pursuant to this Purchase Order shall, unless otherwise stated, conform exactly to all the descriptions, specifications, and attachments contained in the Request for Quote, Invitation to Bid or Request for Proposal on which this Purchase Order is based; and the terms, conditions, and specifications of those documents are incorporated herein by reference and made a part hereof.
15. All cuts, negatives, positives, artwork, plates, engravings, and other materials owned by the Library, or paid for in any Library printing order, shall become and remain Library property and shall be delivered to the Library upon request.
16. Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of correct invoice (Net 30), unless a shorter time is stated in the Bid and accepted by the Library. Submit invoice(s) with the original signature of receiving Library personnel to Forsyth

County Public Library, 585 Dahlonega Street, Cumming, GA 30040. Be sure the Purchase Order number is on your invoice(s). Payments are not made against statements. All inquiries regarding payment of invoices are to be directed to Accounts Payable at (678)513-9386 or accountspayable@forsythpl.org. Itemize all invoices in full. Mail the original and one copy to the address above.

17. Forsyth County Public Library, Georgia hereby gives public notice that: "It is our policy to assure compliance with Title VI of the Civil Rights Act of 1965, the Civil Rights Act of 1987, and related statutes and regulations in all programs and activities."

18. If this Purchase Order is issued with an attached Contract or Agreement, the terms and conditions of such latter document shall govern in the event of any conflict with these terms and conditions.

Bid Document Checklist

This form may be used for the benefit of the bidder to assure submission of all required documents or information

Required by bidder	Submission Requirement	Initial each required entry and if required submit the item
☒	Required Information from Sealed Bidders Sheet	
☒	REVISED Bid Schedule Form	
☒	References (Please include contact name, phone and email.)	
☒	Non-Collusion Affidavit	
☒	Contractor and/or Subcontractor Affidavit	

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.