



Forsyth County Public Library

INVITATION TO BID

The Forsyth County Public Library is soliciting competitive bids from qualified Suppliers until 2:00 P.M., November 3, 2025, for the following:

Point to Point data connections for library buildings back to headquarters building.

Bid specifications can be obtained by visiting our website at <https://webpages.forsythpl.org/rfp/PointToPoint2025/>. Bid documents that can be downloaded from our website can also be obtained directly from the Forsyth County Public Library Office.

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, Invitation to 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. No electronic bids will be accepted. Bidders and the general public are invited to attend the bid opening.

Bids are due by 2:00 P.M. (Local Time) on November 3, 2025. Office hours are Monday–Friday, 9:00 a.m.–5:00 p.m. (Local Time).

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 2:05 P.M. (Local Time) on November 3, 2025. Bid tabulation will be available on the website by the end on the day of opening.

Award of the Bid will be made at a later date. The 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.



Forsyth County Public Library

Invitation to Bid

Date Issued: October 1, 2025

For: Point to Point data connections for library buildings back to headquarters building.

Deadline for Receiving Sealed Bids	2:00 p.m. (EST) Monday, November 3, 2025
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:	2:05 p.m. (EST) Monday, November 3, 2025 Administrative Offices 585 Dahlonega Street Cumming, GA 30040
No Questions will be accepted after:	October 17, 2025, 5:00 p.m. (EST) Email: wallacet@forsythpl.org
Buyer Contact Information	Tonya Wallace, Finance Manager 678-513-9363 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 and upon approval by the FCPL Board of Trustees.

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, Invitation to 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. No electronic bids will be accepted.

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/PointToPoint2025>.

Sealed Bid packages must be complete, in detail with all required information, bonds or other documents and, if not so completed will be rejected.

Sealed Bid tabulations will be furnished upon written request or may be viewed on Forsyth County Public Library website: <https://webpages.forsythpl.org/rfp/PointToPoint2025>

Addenda and Interpretations: No interpretation of the meaning of the plans and specifications or other Sealed Bid documents will be made to any Bidder orally. Every request for such interpretations must be in writing and addressed to: **Tonya Wallace, Finance Manager, Forsyth County Public Library, 585 Dahlonega Street Cumming, Georgia 30040, or email wallacet@forsythpl.org and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of Sealed Bids.**

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be posted at <https://webpages.forsythpl.org/rfp/PointToPoint2025>. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Sealed Bid as submitted; it is the responsibility of the Bidder to ensure receipt of any addenda.

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 not later than four (4) days prior to the date set for acceptance of the Bid.

Bid Specifications

SCOPE NARRATIVE:

The Administrative Offices of the Library System are located at 585 Dahlonega Street, Cumming, GA 30040. The service can be hardwired cable or fiber, symmetric or asymmetric. We require one private point to point bi-directional data connection from the headquarters (585 Dahlonega Street, Cumming, GA 30040) to the following locations:

- o Sharon Forks Library
2820 Old Atlanta Road, Cumming, GA 30041
- o Hampton Park Library
5345 Settingdown Road, Cumming, GA 30041
- o Post Road Library
5010 Post Road, Cumming, GA 30040
- o Denmark Library
530 Fowler Road, Alpharetta, GA 30004

We will need four point to point ethernet private bi-directional data connections. Please see the pricing sheet for bandwidth speeds needed.

Service Provider will provide all necessary equipment, connections, etc., needed for point to point ethernet private bi-directional data connections.

The vendor will be responsible for all service, maintenance, support, and monitoring of these connections. The vendor will be responsible for negotiating the rights to the poles and underground utilities between each location. Prompt response times and on-site repairs during operating hours and proactive monitoring are required. Troubleshooting service will be provided within two (2) hours of reported problem(s) during library operating hours. Refunds will be provided for periods of service outage lasting more than 12 hours. The vendor must also guarantee 95% up time on the connections.

Full implementation of Internet service must occur by July 1, 2026.

Invoicing

Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or services. Separate invoices are required for E-rate eligible locations and services from those that are not eligible. Forsyth County Public Library will provide a summary of the services ordered and the corresponding locations, together with all costs. It is the burden of the Service Provider to reconcile, to Forsyth County Public Library's satisfaction, its invoices to that summary.

All invoices must be based on a first-of-the-month through end-of-the-month cycle.

Errors on invoices cannot be remedied by credits on invoices. All errors must be repaid by a check cut by the Service Provider within 30 days of notification of such error.

SPIN and FCCRN Required

It is the intention of the Forsyth County Public Library to apply for discounts under the Schools and Libraries (“E-rate”) program for all of the services that are the subject of this RFP. Therefore, all Service Providers responding to this RFP must participate in the E-rate Program and must comply with all applicable FCC rules. The Service Provider is required to submit its 498ID (SPIN) and FCCRN as part of the Proposal. If you do not have a 498ID (SPIN) and FCCRN, you MUST obtain them before you respond to this RFP.

*You can obtain a 498ID (SPIN) by following the directions on the Schools and Libraries Division (“SLD”) web site which is found at the following URL:
<https://www.usac.org/sp/about/obtain-498ID/default.aspx>

*You can obtain an FCCRN from the FCC web site which is found at the following URL:
<https://apps.fcc.gov/coresWeb/publicHome.do>

Document Retention, Production of Records, and Audits

Pursuant to 47 C.F.R. § 54.516, the Service Providers have the following obligations with respect to document retention, production of records and audits:

The Service Providers shall retain documents related to the delivery of discounted telecommunications and other supported services for at least 10 years after the last day of the delivery of discounted services. Any other document that demonstrates compliance with the statutory or regulatory requirements for the schools and libraries mechanism shall be retained as well. Comprehensive information about document retention requirements is found in the FCC’s Fifth Report and Order (FCC 04-190).

The Service Providers shall produce such records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the FCC or any local, state or federal agency with jurisdiction over the entity.

The Service Providers shall be subject to audits and other investigations to evaluate their compliance with the statutory and regulatory requirements for the schools and libraries universal service support program including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. The Forsyth County Public Library must provide written consent before a Service Provider releases information to the auditor, reviewer, or other representative.

The Service Provider shall assume responsibility for its subcontractors' compliance with the FCC requirements on document retention, production of records, and auditing.

Lowest Corresponding Price

Pursuant to 47 C.F.R. § 54.511, Service Providers shall not submit bids for or charge the Forsyth County Public Library a price above the lowest corresponding price for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined.

Pursuant to the FCC's E-rate Modernization Order (FCC14-99) released July 23, 2014, the Commission provided notice to all Service Providers that the receipt of E-rate support will be conditioned on disclosure of pricing information beginning in Funding Year 2015. The Commission states in the Order that contracts executed after the effective date of the Report and Order may not contain restrictions barring publication of purchasing price data, and that any such restrictions shall have no effect.

Contract Terms & Conditions

The following Terms & Conditions are to be included in contract resulting from this RFP:

- Forsyth County Public Library will not sign a vendor contract.
- Services added during the course of the contract must be coterminous with the proposed contract. (Need to add or delete services at the same costs throughout the contract period.)
- Time is of the essence in the Proposed Contract.
- Forsyth County Public Library reserves the right to change a Service Provider if there is a legitimate reason to do so.
- Should the Service Provider, its principals, agents or employees act in violation of the FCC's policy regarding gifts, and should Forsyth County Public Library be denied funding on a funding request or be subject to a commitment adjustment as a result of the aforementioned action, the Service Provider shall be liable for liquidated damages in the amount of the Forsyth County Public Library's discounted portion on each of the funding requests so denied.
- The Service Provider shall comply with all applicable FCC rules, Orders, and guidance which govern the E-rate program. Notwithstanding any other remedies at law or equity, in the event the Service Provider acts or fails to act in such a way that causes Forsyth County Public Library to lose E-rate funding, the Service Provider shall be liable to Forsyth County Public Library for the amount of denied, reduced or adjusted funding. Additionally, the Service Provider shall be liable to Forsyth County Public

Library for legal or consulting fees Forsyth County Public Library incurs to ensure compliance with the E-rate program, to respond to the FCC or USAC directives, and/or to pursue an appeal.

SCORING MATRIX

Price of eligible services	40 points
Overall total cost including installation	20 points
References	15 points
Responses to questions stated in the RFP	10 points
Support and Maintenance including proactive monitoring, prompt on-site assistance and prompt phone response	10 points
Prior ERate Experience	5 points
Total	100 points

Required Information from Sealed Bidders

Date of Sealed Bid:

The undersigned agrees, if this bid is accepted within sixty (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. Delivery of equipment or materials or completion of work, will be completed within sixty (60) calendar days after notice of award. DO NOT INCLUDE ANY TAXES IN THE BID PACKAGE AS THE 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 fuel surcharges. Be sure to include all costs associated with labor, installation (build-out costs) equipment, fees, transportation, and insurance in the proposal price.

Do not include any taxes in the price, as Forsyth County Public Library is exempt by law.

This form will be attached to the contract with the successful vendor.

Purchase and installation must be completed by June 30, 2026.

Point to Point for Administrative Offices to Sharon Forks Library

Initial Costs	1 Gbps	2 Gbps
Installation Costs	\$ _____	\$ _____
Contract (price per month)	\$ _____	\$ _____
1 year contract with 2 renewals		
3 year contract	\$ _____	\$ _____

Point to Point for Administrative Offices to Hampton Park Library

Initial Costs	1 Gbps	2 Gbps
Installation Costs	\$ _____	\$ _____
Contract (price per month)	\$ _____	\$ _____
1 year contract with 2 renewals		
3 year contract	\$ _____	\$ _____

Point to Point for Administrative Offices to Post Road Library

Initial Costs	1 Gbps	2 Gbps
Installation Costs	\$ _____	\$ _____
Contract (price per month)	\$ _____	\$ _____
1 year contract with 2 renewals		
3 year contract	\$ _____	\$ _____

Point to Point for Administrative Offices to Denmark Library

Initial Costs	1 Gbps	2 Gbps
Installation Costs	\$ _____	\$ _____
Contract (price per month)	\$ _____	\$ _____
1 year contract with 2 renewals		
3 year contract	\$ _____	\$ _____

QUESTIONS FOR BIDDERS

Please respond to the following questions:

Company and Staff Profiles

1. Describe your company's history and qualifications to perform the proposed work.
2. Describe the qualifications of the staff who would be involved in our project, including our primary contacts.
3. Describe your experience with projects similar to the one described in this Request for Proposal.

Timeline

1. Please list your proposed timeline.

System

1. Please describe your company's support options.
2. Please describe your company's proactive monitoring solutions.
3. Please describe your company's guaranteed up time regarding these connections.

Exceptions

1. Please describe in full any aspects of the specifications or other parts of the Request for Proposal (e.g., Standard Terms and Conditions) with which you disagree or cannot comply.

Non-Collusion Affidavit

(This Affidavit is Part of the Bid Documents)

BID DATE:

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, 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

who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

____ Personally Known
Or
____ Produced Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

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:

Instruction to Bidders

1. **QUESTIONS:** All questions concerning this Invitation should be directed to the library 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) 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 website <https://webpages.forsythpl.org/rfp/PointToPoint2025>. 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.
3. **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. The 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 Library 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.
4. **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.
5. **AFFIDAVIT:** The Bidder will be required to execute a Non-Collusion Affidavit and submit this form with the bid documents.

6. **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.
7. **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, with all charges for transportation, unloading and inside delivery paid by the Bidder.
8. **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.
9. **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

10. **AWARD:** The 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 Library'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 Library may make such investigations as it deems necessary to determine the ability of the Bidder to perform, and the Bidder shall furnish to the Library all such information and data for this purpose as the Library 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.

11. **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).
12. **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 website <https://webpages.forsythpl.org/rfp/PointToPoint2025>.
13. **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 Library, whichever is later.
14. **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 Library. 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 accountspayable@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.).

15. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, Georgia 30040 or accountspayable@forsythpl.org.
16. **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.

17. **INSPECTION OF RECORDS:** The records of the Forsyth County Public Library 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.

18. **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.

Forsyth County Public Library Purchase Order Standard Terms and Conditions

1. No changes will be made to this order except by written modification by the Forsyth County Public Library.
2. Vendor shall transfer and deliver to the Forsyth County Public 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 the 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. 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.
9. 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.
10. This Purchase Order shall be governed in all respects by the laws of the State of Georgia.
11. Items on this order are exempt from Federal Excise Tax (58-2228307) and Georgia Sales and Use Tax.
12. 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 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.
13. 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.
14. 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 Dahlonga Street, Cumming, Georgia 30040. Be sure the Purchase Order number is on your invoice. 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.
15. 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
<input checked="" type="checkbox"/>	Required Information from Sealed Bidders Sheet	
<input checked="" type="checkbox"/>	Responses to Questions for Bidders	
<input checked="" type="checkbox"/>	Bid Schedule Form	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	References (Please include contact name, phone and email)	

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