

**FORSYTH COUNTY PUBLIC LIBRARY
INVITATION TO BID
POST ROAD LED LIGHT UPGRADE**

DATE ISSUED: June 10, 2022

FOR: Provide all materials, equipment, and labor to upgrade to LED lighting.

DEADLINE FOR RECEIVING SEALED BIDS: July 15, 2022 at 1:00 p.m.

Bids submitted after the deadline will not be accepted under any circumstances.

BID RECEIVING OFFICE:

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

BIDS WILL BE OPENED AT: July 15, 2022 at 1:05 p.m.

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

Sealed bids in **quadruplicate** copy, subject to all provisions of the Invitation to Bid, will be received and opened at the time, date and place shown above. Bids must be submitted in a sealed envelope or package with the name of the bidder and "Post Road LED Light Upgrade" on the front of the package. Bids must include all required information and forms as described in the specifications packet. All content and forms relevant to the bid must be contained within the sealed package. Faxed or emailed bids will not be accepted.

Award will be made at a later date pending evaluations of all bids submitted and approval by the FCPL Board of Trustees. The Library reserves the right to reject any or all bids and to waive technicalities. Bids received will become the property of FCPL and shall be used as the Library sees fit. All information contained in the bids will remain confidential until after the award and signing of the contract.

Insurance:

The winner of the bid is required to furnish a Certificate of Insurance that meets all the insurance requirements of this bid before a contract will be signed.

Addenda and Interpretations:

No interpretation of the meaning of the specifications or other bid documents will be made orally. Every request for such interpretations must be sent in writing to Tonya Wallace at wallacet@forsythpl.org to be given consideration and **must be received by 5:00 PM Eastern Time on June 29, 2022**. 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 made available on the project website. Addenda will be provided by July 6, 2022 at 5:00 PM Eastern Time. Failure of any respondents to receive any such addendum or interpretation shall not relieve them from any obligation under their bid as submitted; it is the responsibility of the respondent to ensure receipt of any addenda. All addenda so issued shall become part of the contract documents.

**FORSYTH COUNTY PUBLIC LIBRARY
BIDDER CHECKLIST
POST ROAD LED LIGHT UPGRADE**

Please read the enclosed documents carefully and make sure that the bid complies with all instructions.

Each respondent must provide **four (4) copies** of the bid.

No electronic copies will be accepted.

At a minimum, the responses must include the following:

- ◆ **Specifications Acknowledgement Form**
- ◆ **Responses to Questions for Bidders**
- ◆ **Bidder Information Form**
- ◆ **Bid Pricing Schedule**
- ◆ **Bidder References Form**
- ◆ **Non-Collusion Affidavit**
- ◆ **Contractor E-Verify Affidavit and Agreement**
- ◆ **Sub-contractor E-Verify Affidavit and Agreement (if you will use subcontractors)**
- ◆ **Contractor Drug Free Affidavit**

NEED FURTHER INFORMATION?

If you need further information about the required forms, please contact Tonya Wallace at 678-513-9363 (wallacet@forsythpl.org). Please note that any requests for interpretations of the specifications/bid documents must be submitted in writing as described on the Invitation to Bid.

**FORSYTH COUNTY PUBLIC LIBRARY
SCORING MATRIX
POST ROAD LED LIGHT UPGRADE**

Required Forms <i>Responses will not be considered without required forms.</i>	Pass/Fail
Proposed price as provided on Pricing Schedule	50 points
Responses to Questions for Bidders	25 points
Completeness of bid response	10 points
Subtotal	85 points
References <i>Applicable only to the vendor(s) with highest subtotal(s).</i>	15 points
TOTAL	100 points

**FORSYTH COUNTY PUBLIC LIBRARY
VENDOR TASKS
POST ROAD LED LIGHT UPGRADE**

PROJECT: Providing all materials, equipment, and labor to upgrade to LED lighting.

SITE ADDRESS: 5010 Post Road, Cumming, GA 30040

SCHEDULE: All work MUST be completed by March 1, 2023.

- Contractor to obtain all materials prior to commencing his work.
- Contractor to provide a detailed schedule and review with owner prior to commencing the work.
- Schedule shall indicate
 - Date of complete material delivery for all items that must be ordered, that are not stocked in local stores
 - The first date on-site
 - Work that will cause increased level of disruption
 - Any information or coordination with the owners and its service providers.
 - All facility infrastructure interruptions, (electrical/water/gas/network, etc....)
***All facility infrastructure shutdowns shall be scheduled with Scot Wells, wellss@forsythpl.org at least 12 hours in advance and performed by Facilities Maintenance personnel. ***

PERMITS: Provide all required permits, fees and any supporting documents required to obtain permits/inspection and certificate of occupancy upon completion of the work. The bid schematics may not contain all items necessary to obtain permit approval. Contractor is required to provide any and all professional services (if required) to provide a turn-key permit approved project.

SCOPE NARATIVE: Provide all materials, equipment, and labor to upgrade to LED lighting at the Post Road Public Library – 5010 Post Road, Cumming, GA 30040 including basement.

- Entire building, all lights inside library including staff areas all lights in the landscaping, building exterior, basement and entire parking lot.
 - Four bollard lights at front entrance have already been upgrade to LED and are not in this scope of work.
- Internal lights are 277 volts and will need to be 4000K LED, parking lot lights (owned by library) with photocells are 480 volts and will need to be 4000K LED and landscaping lights are 277 volts and will need to be 4000K LED.
- Refer to “Post Road Public Library Existing Lights.pdf” for existing light fixtures at the Post Road Public Library.
 - It is the responsibility of the contractors to do their final count and fixture size evaluation.
 - Contractors are to do their final count and fixture size evaluation by scheduling a Post Road Public Library tour with Scot Wells at wellss@forsythpl.org.
- Refer to “Post Road Public Library As-Builts Main” and “Post Road Public Library As-Builts Basement” for original construction documents.
- For all lights bypass ballast and replace tombstones.

- For emergency tubes the library will accept internal battery backups as long as it meets all local fire and emergency codes.

FOR ALL PROJECTS:

- Provide all materials and workforce to complete installations as per provided documents.
- There will be no storage areas available onsite for materials.
- Trash and removed fixtures are the responsibility of the Contractor. An agreed area for a dumpster will be discussed and decided prior to work starting. A route to use to get to the dumpster will be agreed upon prior to the work starting.
- If a fixture cannot be retrofitted to LED, then suggest a LED fixture for that light.
 - Must receive approval from Owner before moving forward with suggested LED fixture for lights that cannot be retrofitted to LED.

STANDARD TRADE SCOPES & SPECIFICATIONS: The following trade scope items are to be executed in strict conformance to the corresponding specifications and schematics provided herein.

- Good workmanship shall be apparent in the installation of all electrical materials and equipment. Permanence and neat appearance are a part of good workmanship.
- Equipment shall be level, plumb and true with the structure and other equipment, also in a Horizontal or vertical position as intended.
- All materials shall be firmly secured in place, adequately supported, and permanent.
- Equipment boxes / devices shall be fastened to prevent horizontal and vertical sway.
- All hardware, fittings, and accessories shall be of a type designed, intended and appropriate for use and complement the items with which they are used.
- All materials and equipment including hangers, supports, fasteners or fittings, and accessories shall have corrosion protection suitable for the atmosphere in which they are installed (whether located indoors or outdoors). Care shall be taken during the installation to assure the integrity of the corrosion protection. Damaged corrosion protection shall be repaired during or after installation.
- All screws, bolts, nuts, clamps, fittings, or other fastening devices shall be made up tight in accordance with manufacturers' and/or listing instructions.
- Plans and specifications shall be carefully followed when installing equipment.

**FORSYTH COUNTY PUBLIC LIBRARY
SPECIFICATIONS ACKNOWLEDGEMENT FORM
POST ROAD LED LIGHT UPGRADE**

The successful bidder is responsible for meeting the specifications described in Vendor Tasks. Any differences must be so noted and addressed specifically, with any deviations to the specifications listed in response to Question 5 under Questions for Bidders. Bidders who do not comply with this request will not have their bid considered for award. It is not the intent of these specifications to exclude any manufacturer, dealer, or contractor from bidding. The Forsyth County Public Library reserves the right to determine whether any or all such deviations will or will not be accepted.

Authorized Signature

Date

Company Name

**FORSYTH COUNTY PUBLIC LIBRARY
QUESTIONS FOR BIDDERS
POST ROAD LED LIGHT UPGRADE**

Please respond to the following questions:

1. Description of energy efficiency we can expect, and any labor or warranty information.
2. Describe your company's history and qualifications to perform the proposed work.
3. Describe the qualifications of the staff who would be involved in our project, including our primary contact(s).
4. Please list your proposed timeline. We expect that the successful bidder will be notified on August 9, 2022. **Please note all work MUST be completed by March 1, 2023.**
5. Please describe in full any aspects of the specifications or other parts of the Invitation to Bid, including the Standard Terms and Conditions, with which you disagree or cannot comply.

**FORSYTH COUNTY PUBLIC LIBRARY
BIDDER INFORMATION FORM
POST ROAD LED LIGHT UPGRADE**

The undersigned agrees, if this bid is accepted within 60 calendar days after 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 included on the Bid Pricing Schedule, and according to specifications or other provisions in this bid package.

Company Name

Tax ID #

Street Address

Mailing Address (if different)

Telephone #

Fax #

Email address

Name and title of person authorized to submit this bid

Authorized Signature

Date

Primary contact

Telephone #

Email address

Second contact

Telephone #

Email address

**FORSYTH COUNTY PUBLIC LIBRARY
BID PRICING SCHEDULE
POST ROAD LED LIGHT UPGRADE**

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.

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.

Project #1: Update all light fixtures to LED at the Post Road Public Library – 5010 Post Road, Cumming, GA 30040

Total lump sum amount to complete project: \$ _____

All Bids Must include as Attachments:

1. Spec Sheet for Light Source to be installed
2. Itemized list of equipment and warranty

Authorized Signature

Date

Company Name

**FORSYTH COUNTY PUBLIC LIBRARY
BIDDER REFERENCES FORM
POST ROAD LED LIGHT UPGRADE**

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:

**FORSYTH COUNTY PUBLIC LIBRARY
NON-COLLUSION AFFIDAVIT
POST ROAD LED LIGHT UPGRADE**

_____ being first duly sworn, deposes and says that

he/she is _____ (sole owner, a partner, president secretary,

etc.) of _____ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or 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 of 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: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Notary Public
My Commission Expires _____ 20__

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 _____, ____, 20__ 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 _____, 20__.

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 (name of contractor) 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 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 _____, ____, 20__ 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 _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Contractor Drug-Free Workplace Affidavit under O.C.G.A. § 50-24-3(B)(7)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 50-24-3, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has provided a drug-free workplace as part of the subcontracting agreement with Forsyth County Public Library, and certifies to the Library that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Section 50-24-3(B)(7).

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_.

NOTARY PUBLIC

My Commission Expires:

**FORSYTH COUNTY PUBLIC LIBRARY
STANDARD TERMS AND CONDITIONS**

1. CHANGES: No change will be made to this invitation except by written modification by the Finance Department. Requests for interpretation or changes must be in writing and received at least (5) five calendar days prior to the time set for opening of the bids.
2. DELIVERY TIME: Specify on Bid Schedule the delivery time you are able to meet for items listed in Bid Schedule. Failure to meet stated delivery times may be grounds for cancellation of order.
3. RESPONSIBILITY OF BIDDER: Invitation to Bid must be signed by an authorized official to bind the offeror and it shall contain a statement to the effect that the Bid is firm for a period of at least ninety (90) days from the closing date of submission.
4. BID ACCEPTANCE TIME: Bids requiring acceptance by the Library in less than (60) sixty calendar days could be rejected, unless so stated on "Bidder's Response Page" and accepted by the Library.
5. WITHDRAWAL OF BIDS: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) Sixty days after time has been called on the date of opening.
6. COST OF BIDS: Forsyth County Public Library assumes no responsibility or liability for the costs incurred by the Contractor to prepare and/or submit a bid. The entire cost of preparing and submitting Bids and Pricing Information, or any work in connection therewith, will be borne by the Contractor.
7. SUBSTITUTIONS: When references are made in these documents to trade names or to the brand names of manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment of trade names or of manufactures' names which are different from those mentioned in the bid specifications are offered, the burden of proving equality of a proposed substitution rest on the submitting party and must be provided with the bid.
8. AWARD: For all contracts established through a Bid/Proposal the award will be made to the lowest responsible bidder meeting all specifications and whose bid is responsive to the Bid/Proposal. 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.

8.1 The vendor in accepting this contract, 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 is incorporated herein by reference.
9. PROTEST PROCEDURES: Any actual firm, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Library Director. The protest shall be submitted in writing within five (5) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

The Library Director shall have authority to settle and resolve a protest of an aggrieved offeror concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Library Director shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken. This decision shall be final and conclusive, unless the firm appeals administratively within five (5) days after receipt of decision to the Forsyth County Public Library Board of Trustees. Any protest taken to the Board or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

10. **EXCEPTIONS TO SPECIFICATIONS:** Any award resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on Bid Schedule. While the Library reserves the right to make an award to a nonconforming bidder when in the best interest of the Library, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the Library unless incorporated in an award resulting from this invitation and so stated.

11. **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: Attn: Finance Department, Forsyth County Public Library, 585 Dahlonega Street, Cumming GA 30040.

12. **PAYMENT:** Upon inspection and acceptance of all items, amount due shall be paid within (30) Thirty days of receipt of correct invoice, unless a shorter time is stated in the bid and accepted by the Library. (see #13 below) Submit invoice(s) to Attn: Accounts Payable, Forsyth County Public Library, 585 Dahlonega Street, Cumming GA 30040.

12.1 Itemize all invoices in full. Show payment terms. Be sure our Purchase Order number is on your invoice. Mail the original and one copy of your invoice to the address above.

12.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Forsyth County Public Library employee's signature must appear on the delivery receipt or invoice.

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

12.4 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.)

13. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Attn: Accounts Payable, Forsyth County Public Library, 585 Dahlonega Street, Cumming GA 30040

13.1 DISCOUNTS: Prompt payment discounts offered for period of less than (15) Fifteen 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. 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."
15. 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 FCPL on June 30 of each fiscal year during the term of said contract.
16. 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 un-obligated funds available to satisfy the Library's obligations under said contract(s).
17. 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).
18. 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.
19. 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.
20. QUESTIONS: All questions concerning this invitation should be directed to the staff member whose name appears on the cover page unless otherwise directed.
21. REJECTION OF BIDS/PROPOSALS: The Forsyth County Public Library reserves the right to reject any and all bids/proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement.
22. PAYMENT ON CONTRACTS: Payment for work completed will be made on monthly invoices at the contract price for units in place and accepted by the Library.
23. SITE INSPECTION: Bidders should inspect the site to ascertain the nature and location of the work and the general conditions, which could affect the work or the cost thereof. The Library will assume no responsibility for representations or understandings concerning conditions made by any of its Officers or Employees unless included in the Invitation to Bid/Proposal.

24. AFFIDAVIT: The bidder will be required to execute an Affidavit of Non-Collusion and submit it with Bid Documents.
25. 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. Copy of the contract is attached to Bid Documents for review.
26. 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.
27. CERTIFICATE OF INSURANCE: Successful bidder will be required to furnish a certificate of liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Library. Certificate is to be submitted at the time the Contract is executed.
28. INDEMNIFICATION: The Contractor shall indemnify, protect, defend and hold harmless Forsyth County Public Library, their agents, and employees, from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind of character either to persons or property directly or indirectly arising out of the operations performed under the contract except such lost, damage, or injury as is caused by the sole negligence of the Library.
29. 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 Library.

Bidders/offerors 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.

30. TITLE VI: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the successful Contractor agrees that, during performance of this Agreement, the Contractor, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the successful Firm agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.
31. MISCELLANEOUS: The proposer agrees that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further agrees that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. All respondents must provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest.

Proposals submitted are not publicly available until after award by the Forsyth County Public Library Board of Trustees. All proposals and supporting materials, as well as correspondence relating to this RFP, become the property of Forsyth County Public Library when received. Any proprietary information contained in the qualification should be so indicated. However, a general indication that the entire contents, or a major portion, of the qualification is proprietary will not be honored.

32. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful responder 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 by the Library.

