

**Bibb County School District
Macon, Georgia**

INDEPENDENT CONTRACTOR AGREEMENT

This agreement entered into this day of 20 , by and between the **Bibb County School District** (“the Bibb County School District”), an independent school system chartered under the laws of the state of Georgia (hereinafter referred to as “**District**”), and

Name Of Contracting Party Or Organization

Tax ID Number (SSN or EIN)

Street Address

City/State/Zip

Contact Person

Phone

(hereinafter referred to as the “**Contractor**”) shall be for the physical performance of services enumerated below.

1. Term

Commencement Term. The “Commencement Term” of this agreement shall be

From ___ day of ___ in the year 20___ “Starting Date”

To ___ day of ___ in the year 20___ “Completion Date”

The Commencement Term shall end absolutely and without further obligation on the part of the District on the Completion Date and is subject to Events of Termination as defined within this Section.

Subsequent Term. . Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of BCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or renewed as provided herein. During the Term, this Contract will be automatically renewed for the calendar year following the specified Completion Date unless an Event of Termination as defined within this Section occurs. If there are subsequent Renewal Terms then the Contract shall automatically renew for the following term.

Events of Termination. All “Terms” as defined within this Section are subject to Events of Termination. An Event of Termination is defined by the parties as either of the following:

- 1) The occurrence of an Event of Default or Breach on the part of either of the Parties and the other party provides written notice of termination in accordance with the default and breach provisions of this Section;
- 2) The District gives the Contractor a written Non-renewal Notice no less than 15 days prior to any automatic renewal date under the contract. The Non-renewal Notice will evidence the District’s intention not to renew this Agreement for the Subsequent Term or Ending Term;
- 3) Termination of this Agreement by the District, effective immediately with no further obligation on the part of the District, as determined by either of the following: (i) the District’s failure to appropriate for each Fiscal Year, by July 1 of such year, moneys sufficient to pay for fees due for the District’s

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- ensuing Fiscal Year; or (ii) the District's determination that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the school system under this Agreement;
- 4) Termination of this Agreement by either party for any reason whatsoever upon three (3) days prior written notice to the other party. In the event of such termination, the District's financial obligations under this Agreement shall be limited to payment for the value of the actual services Contractor rendered and that are not in controversy through the date of contract termination.

Subsequent Renewal Term for this Agreement. There will/will not (circle one) be a Subsequent Renewal Term for this Agreement. The renewal term shall be annually for up to ____ one-year periods.

Event of Default or Breach. This Agreement may be terminated and the transactions contemplated by this Agreement abandoned for cause by either Party if upon default or material breach by another Party: 1) the non-breaching party notifies the other party in writing that the other party has defaulted on or materially breached this Agreement; and 2) the defaulting or breaching party fails to cure any such default or breach within a thirty (30) day period for cure.

Statutory Compliance Regarding Purchase Contracts. The parties intend that this agreement shall, and this agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 20-2-506, as applicable, and in the event that this agreement would conflict therewith, then this agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Scope of Services

The Contractor shall provide services described more fully in Attachment "A" (Scope of Services), attached hereto and incorporated herein and made a part of this Agreement.

The Contractor agrees to provide the services outlined in Attachment "A" at the following local school site/location: _____.

The Contractor further agrees that it will only utilize the following areas within the local school site/location for the services outlined in Attachment "A": _____
_____.

3. Performance

The Contractor agrees to perform the services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore, shall relieve the Contractor of this responsibility.

The District agrees to provide the space requested at the local school site/location to properly conduct the services outlined in the Scope of Services. The District shall also provide the following resources (if applicable): _____

_____.

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4. **Fees**

The District shall compensate the Contractor for the work outlined in the Scope of Services in the amount of \$ _____ in accordance with the following payment schedule

Flat Fee

State below how the fee is to be paid (i.e. flat fee upon completion of assignment, bi-weekly, progress payment, etc.).

Or

Hourly

The District shall compensate the Contractor for the work outlined in the Scope of Services at an hourly rate of \$ _____, with a maximum limit of _____ hours of work, or an amount not to exceed _____, as authorized under the terms of this contract. All invoices submitted for work performed shall identify the hours of work performed, the dates upon which such services have been performed, and the nature of the services performed in the hours identified. Payments shall be made based upon approved invoices on a monthly basis.

The Contractor agrees to submit invoices for any authorized costs and expenses incurred by the tenth (10th) day of each month.

Whichever payment method is used, no payment shall be made until the following requirements have been met, unless requirement "c" below is not applicable:

	Requirement	
a.	Evaluation of Contractor' performance by:	
b.	Satisfactory completion of work outlined in the Scope of Service as determined and certified by:	
c.	Verification of the receipt of all documents produced by the Contractor pursuant to the Scope of Service by:	

5. **Subcontracting**

The Contractor may not, without approval of the District, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the contract voidable at the election of the District.

6. **Personnel**

The Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this contract. It is understood by and between the parties that the Contractor cannot hire District employees to perform the services.

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7. Indemnification

The Contractor shall indemnify and save harmless and defend the District, its agents, servants and employees from and against any and all claims, liability, losses, charges, expenses (including attorney fees) and /or causes of action which may arise from any negligent act or omission of the Contractor, its agents, servants, or employees in the performance of services under this contract.

The Contractor further agrees to indemnify, save harmless and defend the District, its agents, servants and employees from and against any claim, demand, liability, loss, charge, expense (including attorney fees) and/or cause of action of whatever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the District, its agents, servants or employees are alleged to be liable.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the District's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

8. Property Damage

The Contractor is responsible for all damage and/or destruction of the District's property while operating the program. Upon submission of proper documentation of damage by the District, Contractor shall either pay or reimburse the District for any damage and/or destruction of its property.

9. Ownership of Documents

Any and all reports, documents, data, programs and other material produced, whether in whole or in part under this contract, shall be the absolute and sole property of the District to be used as the District desires without restriction. The District shall be entitled to copies of all such materials upon request without additional fees.

10. Termination

This contract may be terminated, for any reason whatsoever, by the District or the Contractor upon three (3) days prior written notice to the other party. In the event of such termination, the District's financial obligations under this contract shall be limited to payment for the value of the actual services contractor rendered through the date of contract termination.

11. Successors and Assigns

The District and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Neither the District nor the Contractor shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the District which may be a party hereto, nor shall it be construed as giving any rights or benefits to anyone other than the District and the Contractor.

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12. Independent Contractor Relationship

The Contractor is, and shall be, in the performance of all work, services and activities under this contract, an independent contractor, and not an employee, agent, or servant of the District. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole discretion, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the District shall be that of an independent contractor and not as employees or agents of the District.

The Contractor does not have the power or authority to bind the District in any promise, agreement or representation other than specifically provided for in this agreement.

13. Execution Before Commencing Work

Contractor shall be responsible for assuring that this agreement has been properly executed and approved prior to commencing work. A Contractor who commences work prior to this contract being properly executed, or approved, does so at its own risk.

14. Venue & Governing Law

Venue of any action brought under this contract shall lie exclusively in the City of Macon State of Georgia. This Agreement shall be governed and construed by the laws of the state of Georgia now in force and as hereafter amended from time to time.

15. Extent Of Agreement

This agreement and any attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended without the signed written agreement of the parties.

16. Budget Information

(For District Purposes Only.) Verify that this contract comes within funding source limitations prior to execution of the contract.

Funding Source / Account Number: Funding will be provided through _____

Requisition Number: _____

Purchase Order Number: _____

17. Debarred, Suspend and Ineligible Status

Contractor certifies it and/ or any of its subcontractors (if applicable) have not been debarred, suspended or declared ineligible by an agency of the State of Georgia or as defined in the Federal Acquisition Regulations (FAR) 48 C.F.R. 9.400 et seq. Contractor will immediately notify the School District in writing if Contractor is debarred by an agency of the State of Georgia or placed on the GSA Consolidated List of Debarred, Suspend, and ineligible Contractors. 2 C.F.R. 180.300 requires when the School District enters into a covered transaction with an entity at a lower tier, the School District must verify the lower-tiered entity is not suspended, debarred or otherwise excluded. "Covered transactions" include those procurement contracts for goods and services awarded under a grant or cooperative agreement are expected to equal or exceed \$25,000. Furthermore, grantees and sub-grantees must not make any

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award at any tier to any party which is debarred or suspended or is otherwise excluded. By signing this Agreement, Contractor is affirming neither it nor any principal of the Contractor are suspended, debarred or otherwise excluded from award at the time of the Contractor's execution of this agreement.

18. Non-Collusion

Contractor certifies its proposal, bid or offer is made without any prior understanding, agreement or connection with any corporation, firm or person submitting a proposal, bid or offer for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. Contractor understands and acknowledges collusive bidding is a violation of Federal and/or state law and can result in fines, prison sentences and civil damage awards.

19. Potential Small Businesses, Minority and Women's Business Enterprises

It is the intent of the School District to provide maximum practicable opportunities in its contract opportunities to small businesses, minority firms, women's enterprises and labor surplus area firms.

20 Teachers Retirement System of Georgia Required Information

- a) I am a Teachers Retirement System of Georgia Retiree Yes No
- b) I am employing a Teachers Retirement System of Georgia Retiree Yes No
If yes, please provide the Name of the Retiree(s)
-

(If additional space is required please attach a supplemental sheet)

If the answer to either of the questions above is "YES", BCSD is required to submit a copy of this Agreement to TRS for approval prior to the effective date of the Agreement. By signing this Agreement, Contractor understands and agrees that a social security number and other additional information must be provided to BCSD for TRS processing and approval, Contractor further understands and agrees that this Agreement is contingent upon BCSD receiving TRS approval of the Agreement and that Contractor MUST not begin performing any contracted services prior to receiving official notification from BCSD that the Agreement has been approved by TRS. Contractor understands and agrees that BCSD will not be liable to Contractor for and Contractor will not be paid for any work performed under this Agreement prior to TRS approval of the Agreement. _____ **Initial Here.**

21. Authorization: This agreement is authorized and the funds have been properly appropriated by:

- Board Authorization Item Report No.** _____, attached hereto
or
 Other, please provide explanation below (i.e. below Board threshold)

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22. **Background Check**

BCSD requires that all employees (full-time, part-time, temporary) and contractors working on an BCSD site must be fingerprinted by BCSD and cleared through the Georgia Criminal Information Center System (GCIS) before they are assigned to work at BCSD. The cost of fingerprinting is \$45.00 per individual and is the responsibility of the contractor. Any failure to comply with this requirement constitutes a breach of this Agreement.

Has a background check been completed by BCSD HR on the contractor(s) and approved to work on an BCSD site? Yes No

If no, contractor(s) may not work on an BCSD site.

23. **Contractor Employees on School District Property**

1) All employees, agents and subcontractors of Contractor working on School District property must wear ID (preferably photo ID), be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. All of Contractor's employees shall conduct themselves in a professional manner and should not give the appearance of fraternizing with staff or students. Contractor shall provide and institute necessary security measures to prevent unauthorized access to any and all computer networks and Proprietary Information, trade secrets or Student Information of the School District by any of its employees or agents, and Contractor shall be liable and responsible to the District for any and all security breaches by its employees or agents. 2) THE SCHOOL DISTRICT IS A DRUG FREE WORKPLACE – by entering into this Agreement, Contractor agrees that its employees, agents, and subcontractors will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs on School District property at any time. 3) THE SCHOOL DISTRICT IS A SMOKE FREE WORKPLACE – by entering into this Agreement, Contractor agrees that its employees, agents, and subcontractors will not use tobacco products on school property at any time. 4) The School District reserves the right to request the removal of any of Contractor's employees, agents, or subcontractors from the School District's property.

24. **Records**

1) Retention – Contractor shall retain all books, records and documents related to this Agreement in accordance with generally accepted accounting principles and procedures – which shall sufficiently and properly document and calculate all charges billed to the School District during the term of the Agreement – for a period of at least five (5) years following the date of final payment hereunder or the completion of any audit, whichever is later. Records to be maintained include both financial records and service records. 2) Access – Contractor shall permit the School District, the United States Department of Education, the United States Department of Agriculture and/or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the federal, state or local government to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located, during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor's books and records and, if an audit

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discloses incorrect billings or improprieties, the School District reserves the right to charge Contractor for the cost of the audit and any other appropriate reimbursements.

25. Student Records

All parties shall comply with Federal and State Laws and regulations regarding confidentiality of student records. Specifically, both parties shall comply, in all material respects, with applicable laws and regulations, including the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. § 1232h, and all applicable privacy laws. To the extent Contractor or its subcontractors comes into contact with any BCSD student data or information, Contractor or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.

26. Civil Rights:

Bibb County School District does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities. To file a complaint of discrimination for a solicitation involving food items, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer. To file a complaint for any other solicitations, contact the Civil Rights Center Director, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. Phone number: Voice: (202) 693-6502 / TTY: (202) 693-6516 or Fax: (202) 693-6505. Email: CRCEXternalComplaints@dol.gov.

27. Compliance with Federal Laws

If this Agreement is a contract, subcontract or subgrant in excess of \$100,000, then Contractor must comply with all applicable federal laws including, without limitation: all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), as well as all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

28. Insurance

If contract exceeds \$25,000, vendor shall provide a current certificate of insurance as required below with signed contract.

- A. The following general insurance requirements apply to any and all work under this contract by all vendors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions

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thereto, and until all work has been completed to the satisfaction of BCSD. Any and all insurance must be on an occurrence basis.

- (2) No vendor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
- (3) BCSD shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The number and title of the awarded contract shall also appear on any and all applicable policies.
- (4) BCSD shall be given no less than thirty (30) days' notice of cancellation. BCSD shall be given no less than thirty (30) days prior written notice of any material change of any insurance required under this contract. The Bibb County School District shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- (5) Each and every insurance agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the company or companies affording insurance coverage under the contract and that he or she is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.
For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
 - a. Best's Rating not less than A, and
 - b. Best's Financial Size Category not less than Class VII
- (7) In the event the vendor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, BCSD shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the vendor or BCSD shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance (if applicable)

The vendor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation

Statutory

Employer's Liability

- | | |
|-------------------------------|-------------------------|
| (1) Bodily Injury by Accident | \$100,000 each accident |
| (2) Bodily Injury by Disease | \$100,000 each employee |
| (3) Bodily Injury by Disease | \$500,000 policy limit |

This requirement does not apply to any business that regularly has in service less than three employees in the same business within the state of Georgia.

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C. Comprehensive General Liability Insurance

The vendor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract.

D. Automobile Liability Insurance

The vendor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, hired, leased and non-owned vehicles must be covered.

If the vendor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the vendor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Umbrella Liability Insurance

The vendor shall procure and maintain Umbrella Liability Insurance in an amount not less than \$1,000,000 per occurrence / \$1,000,000 aggregate.

IN WITNESS WHEREOF, the District and Contractor have caused this Agreement to be executed by the duly authorized representative the day, month and year listed below.

Contractor

Contractor's Printed Name

Contractor's Signature

Date

Bibb Count School District

Principal or Department Head's Printed Name

Principal or Department Head's Signature

Date

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Associate Superintendent/Division Head's Printed Name

Associate Superintendent/Division Head's Signature

Date

Dir. Purchasing & Warehouse Ops Printed Name

Exe. Dir. Purchasing & Warehouse Ops Signature

Date

Deputy Superintendent Printed Name

Deputy Superintendent Signature

Date

ATTACHMENT "A"

SCOPE OF SERVICES

Please check the appropriate box and provide the information requested for items 1 – 4.

(If additional space is required please attach a supplemental sheet)

STAFF DEVELOPMENT

1. The Contractor shall provide the following specified services:
2. Length/Duration of services (specify the number of days/weeks):
3. Identify each person(s) who will be providing the services:
4. Deliverables:

PROGRAM/TECHNOLOGY DEVELOPMENT

1. The Contractor shall provide the following specified services:
2. Length/Duration of services (specify the number of days/weeks):
3. Identify each person(s) who will be providing the services:
4. Deliverables:

MISCELLANEOUS / OTHER

1. The Contractor shall provide the following specified services:
2. Length/Duration of services (specify the number of days/weeks):
3. Identify each person(s) who will be providing the services:
4. Deliverables:

Contractor Affidavit of Compliance 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 Bibb County School District 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

Bibb County School District

Name of Public Entity

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 of Compliance 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 Bibb County School District 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such 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 Contractor

Name of Project

Bibb County School District

Name of Public Entity

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: _____

Sub-subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on behalf of Bibb County School District 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub- subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub- subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub- 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 Contractor

Name of Project

Bibb County School District

Name of Public Entity

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: _____

Affidavit of Exception

I attest that I am exempt from providing an Affidavit of Compliance to Bibb County School District pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

_____ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for Bibb County School District.

***In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license.**

(Please see

http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigration_status_7_26_11.pdf for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.)

_____ My company/firm will render services to Bibb County School District; however, the services will not be rendered in the State of Georgia.

_____ My company/firm will only provide goods to Bibb County School District and will not render any physical services to Bibb County School District.

Vendor Name: _____

Name of Project: _____

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: _____